

INNOPHOS INVESTMENT HOLDINGS, INC.

FORM S-4/A

(Securities Registration: Business Combination)

Filed 2/14/2006

Address	259 PROSPECT PLAINS ROAD CRANBURY, New Jersey 08512
Telephone	(609) 495 2495
CIK	0001325945

Powered By **EDGAR**Online

<http://www.edgar-online.com/>

© Copyright 2006. All Rights Reserved.

Distribution and use of this document restricted under EDGAR Onlines Terms of Use.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Amendment No. 5
to
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

INNOPHOS INVESTMENTS HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

5169
(Primary Standard Industrial
Classification Code Number)

20-22634 14
(I.R.S. Employer Identification No.)

259 Prospect Plains Road
Cranbury, New Jersey 08512
(609) 495-2495

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801
(302) 658-7581

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Joshua N. Korff, Esq.
Kirkland & Ellis LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4675
(212) 446-4800

Approximate date of commencement of proposed sale of the securities to the public : The exchange will occur as soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate	
	Offering Price (1)	Amount of Registration Fee
Floating Rate Senior Notes due 2015	\$ 130,894,245	\$ 15,407 (2)

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Previously paid.

The registrant hereby amends this Registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

Innophos Investments Holdings, Inc. shall indemnify each director and officer of Innophos Investments Holdings, Inc. and each person who is or was serving at the request of Innophos Investments Holdings, Inc. as a director, officer, employee, fiduciary or agent of another corporation or of a partnership, joint venture, trust or other enterprise in the manner and to the fullest extent provided by the General Corporation Law of the State of Delaware, as the same now exists or may hereafter be amended.

Innophos Investments Holdings, Inc. has purchased insurance on behalf of any person who, during the applicable policy period, is or was a director or officer of Innophos Investments Holdings, Inc., or its subsidiaries (or an employee or agent of same serving in a similar capacity), or is or was serving at the request of Innophos Investments Holdings, Inc. or its subsidiaries as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any covered liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not Innophos Investments Holdings, Inc. or its subsidiaries would have the power to indemnify him against such liability under the provisions of relevant bylaws or certificate of incorporation, as amended, subject in each case to the exclusions and limitations set forth in the applicable policy.

Article Eight, Section 1 of Innophos Investments Holdings, Inc.'s Certificate of Incorporation provides as follows:

ARTICLE EIGHT

Section 1. Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he (or a person of whom he is the legal representative), is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article Eight, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Eight shall be a contract right and, subject to Sections 2 and 5 of this Article Eight, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits.

See Exhibit Index.

(b) Financial Statement Schedules.

All schedules have been omitted because they are not applicable or because the required information is shown in the financial statements or notes thereto.

ITEM 22. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) to include any prospectus required by Section 10(a) (3) of the Securities Act of 1933;

(b) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act of 1933 if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(c) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such registration statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 20, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(5) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the date of the registration statement through the date of responding to the request.

(6) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Cranbury, New Jersey, on February 14, 2006.

INNOPHOS INVESTMENTS HOLDINGS, INC.

By: / s/ R ICHARD H EYSE

Richard Heyse
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each of the undersigned hereby constitutes and appoints Randy Gress and Richard Heyse, jointly and severally, as his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for him and on his behalf to sign, execute and file this registration statement and any or all amendments (including, without limitation, post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and any and all documents required to be filed with respect therewith, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises in order to effectuate the same as fully to all intents and purposes as he might or could do if personally present, hereby ratifying and confirming all that such attorneys-in-fact and agents, or his or her substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Chief Executive Officer and Director (*Principal Executive Officer*)

Vice President and Chief
Financial Officer
(Principal Financial Officer)

Controller and Chief
Accounting Officer
(Principal Accounting Officer)

Director _____

Director

Director _____

*By: / s / R ICHARD H EYSE
 Richard Heyse
 as attorney-in-fact

EXHIBIT INDEX

Exhibit No.	Description
1.1	Purchase Agreement, by and between Innophos Investments Holdings, Inc. and Bear Stearns & Co., Inc., dated February 7, 2005.*
2.1	Purchase Agreement dated June 10, 2004, among Rhodia, Inc., Rhodia Canada Inc., Rhodia de Mexico, S.A. de C.V., Rhodia Overseas Limited, Rhodia Consumer Specialties Limited, Rhodia, S.A. and Innophos, Inc. (f/k/a Phosphates Acquisition, Inc.).*
3.1	Certificate of Incorporation of Innophos Investments Holdings, Inc., as amended.*
3.2	By-Laws of Innophos Investments Holdings, Inc.*
4.1	Indenture by and between Innophos Investments Holdings, Inc., and Wachovia Bank, National Association, dated as of February 10, 2005.*
4.2	Registration Rights Agreement by and between Innophos Investments Holdings, Inc. and Bear, Stearns & Co. Inc., dated as of February 10, 2005.*
5.1	Opinion of Kirkland & Ellis LLP.*
10.1	Purchase Agreement, by and among Innophos, Inc., the Guarantor listed on Schedule I thereto, UBS Securities LLC and Bear Stearns & Co., Inc., dated August 3, 2004.*
10.2	Indenture by and between Innophos, Inc., and Wachovia Bank, National Association, dated as of August 13, 2004.*
10.3	Guarantee, dated as of August 13, 2004, among Innophos, Inc., Innophos Mexico Holdings, LLC and Wachovia Bank, National Association.*
10.4	Registration Rights Agreement by and among Innophos, Inc., Bear, Stearns & Co. Inc. and UBS Investment Bank, dated as of August 13, 2004.*
10.5	Deferred Compensation Agreement dated as of August 13, 2004, by and between Randolph Gress and Innophos, Inc.*
10.6	Stockholders Agreement dated as of August 13, 2004 by and between Innophos Holdings, Inc., the entities set forth on Schedule I attached thereto and the other individuals signatory thereto.*
10.7	Registration Rights Agreement dated as of August 13, 2004 by and between Innophos Holdings, Inc., the entities set forth on Schedule I attached thereto and the other individuals signatory thereto.*
10.8	The Advisory Agreement dated as of August 13, 2004 by and between Innophos Holdings, Inc. and Bain Capital, LLC.*
10.9	Credit Agreement, dated as of August 13, 2004, among Innophos, Inc., Bear Stearns Corporate Lending Inc., National City Bank, UBS Securities LLC and UBS Loan Finance LLC.*
10.10	Guarantee and Collateral Agreement, dated as of August 13, 2004, made by Innophos Holdings, Inc., Innophos, Inc. and certain of its subsidiaries in favor of Bear Stearns Corporate Lending, Inc.*
10.11	First Amendment to the Credit Agreement, dated as of February 2, 2005, among Innophos, Inc., the lenders party to the Credit Agreement and Bear Stearns Corporate Lending, Inc.*
10.12	Agreement, dated as of September 10, 1992, by and between Office Cherifien Des Phosphates and Troy Industrias S.A. de C.V.‡
10.13	Soda Ash Supply Contract, dated as of February 29, 1996, by and between OCI Chemical Corporation and Innophos, Inc. (successor and assignee of Rhodia Inc., itself a successor and assignee of Rhone-Poulenc, Inc.), as amended. ‡
10.14	Purchasing Agreement, dated as of May 31, 2005 by and between Innophos, Inc. and Mississippi Lime Company.‡

Exhibit No.	Description
10.15	Amended and Restated Purified Wet Phosphoric Acid Supply Agreement, dated as of March 23, 2000, by and between Rhodia, Inc. and PCS Purified Phosphates.‡
10.16	Amended and Restated Acid Purchase Agreement, dated as of March 23, 2000, among Rhodia, Inc., PCS Sales (USA), Inc. and PCS Nitrogen Fertilizer L.P.‡
10.17	Base Agreement, dated as of September 1, 2003, by and between Pemex-Gas y Petroquímica Básica and Rhodia Fosfatados De México S.A. de C.V. ‡
10.18	Purchase and Sale Agreement of Anhydrous Ammonia, dated as of April 23, 2001, as amended, by and between Petroquímica Cosoleacaque, S.A. de C.V. and Rhodia Fosfatados De México, S.A. de C.V.‡
10.19	Sulfur Supply Contract, dated as of November 1, 2000, by and Between Pemex Gas Y Petroquímica Básica and Rhodia Fosfatados de México, S.A. de C.V.†
10.20	Deferred Compensation Agreement dated as of August 13, 2004, by and between Jose Roberto Flores Athie and Innophos, Inc.*
10.21	Supply Agreement, dated as of June 18, 1998, by and among Colgate Palmolive Company, Inmobiliaria Hills, S.A. de C.V., and Rhone-Poulenc de México, S.A. de C.V.‡
10.22	Operations Agreement, made as of the 18th day of June, 1998 by and among Mission Hills, S.A. de C.V, Inmobiliaria Hills. S.A. de C.V., and Rhone-Poulenc de México, S.A. de C.V.‡
10.23	Agreement between Innophos Inc. Chicago Heights Plant and Paper, Allied-Industrial, Chemical & Energy Workers International Union, AFL-CIO CLC Local Union No. 6-765, dated as of January 16, 2005. *
10.24	Agreement between Rhodia Inc. and Local Union No. 912 International Union of Operating Engineers, dated as of April 20, 2004.*
10.25	Article of Agreement between Innophos Inc. Waterway Plant Chicago, Illinois and Health Care, Professional, Technical, Office, Warehouse and Mail Order Employees Union, Local No. 743, dated as of June 17, 2005.*
10.26	Collective Agreement, by and between Rhodia Canada Inc. Port Maitland Plant and the United Steelworkers of America Local 6304, dated as of May 1, 2003.*
10.27	Collective Labor Contract, by and between Innophos Fosfatados de México, S. de R.L. de C.V. and the Sindicato de Trabajadores de la Industria Química, Petroquímica, Carboquímica, Similares y Conexos de la República Mexicana, dated February, 2005.*
10.28	Employment Agreement by and between Innophos, Inc. and Randolph Gress dated as of August 13, 2004.*
10.29	Employment Agreement by and between Innophos, Inc. and Richard Heyse.*
12.1	Statement re Calculation of Ratio of Earnings to Fixed Charges. *
21.1	Subsidiaries of Registrant. *
23.1	Consents of PricewaterhouseCoopers LLP. *
23.2	Consent of British Sulphur Consultants. *
23.3	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).*
24.1	Power of Attorney (set forth on signature page to Form S-4). *

<u>Exhibit No.</u>	<u>Description</u>
25.1	Statement of eligibility of Trustee, dated November 21, 2005.*
99.1	Letter of Election and Instructions to Broker and Bank.+

* Filed previously.

† Filed previously, with redactions subject to pending confidential treatment request.

+ Filed herewith.

‡ Filed herewith with redactions subject to pending confidential treatment request.

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

*** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GRUPE OFFICE CHERIFIEN DES PHOSPHATES

AGREEMENT
BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

AGREEMENT

This Agreement, made and entered into as of its effective date by and,
between:

OFFICE CHERIFIEN DES PHOSPHATES (OCP)
Angle Route d'El Jadida et
Boulevard de la Grande Ceinture
CASABLANCA (Morocco)

on the one part,

and :

TROY INDUSTRIAS S.A. DE C.V. (TI)
Complejo Industrial Pajaritos
Pajaritos, Veracruz
VERACRUZ (Mexico)

on the other part,

WITNESSETH

WHEREAS, TI contemplates the resumption of the production of phosphatic fertilizers at TI's manufacturing facility located at Pajaritos, Veracruz – Mexico (the "Pajaritos Plant"); and

WHEREAS, TI desires to purchase from OCP and OCP, desires to sell a minimum of (****)% of TI phosphate rock consumption estimated at (****) tons per year, at the Pajaritos Plant (****).

Direction Générale, Angle Route d'El Jadida et
Boulevard de la Grande Ceinture - CASABLANCA
Registre du Commerce : CASABLANCA 48327
Boîte postale : Mairat CASABLANCA 5188

22 06 25 22 10 25
22 01 25 22 09 25

تليكس -
Direction Générale : 24 013 - 24 024 - 21 934
Appréciation et Marchés : 21 630
Administration des ventes : 21 008 - 22 092



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات
GROUP OFFICE CHÉRIFIEN DES PHOSPHATES

AGREEMENT
BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

NOW, THEREFORE, in consideration of these premises and the mutual promises set forth herein, OCP and TI hereby agree as follows:

ARTICLE I

The "Effective Date" of this Agreement shall be September 10th, 1992 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue until September 9th, 2002.

Six months before the end of the fifth Contract Year, parties agree to verify the viability of this Agreement.

For purposes of this Agreement, "Contract Year" shall mean the period commencing on the Effective Date and ending on the next following September 9th, and all succeeding one (1) year periods during the term hereof that begin on September 10th and end on the next September 9th.

ARTICLE II

OCP hereby agrees to sell and deliver to TI, and TI hereby agrees to purchase and accept from OCP, (****) phosphate rock for TI's use at the Pajaritos Plant.

The phosphate rock to be sold and delivered to TI shall be (****).

2.



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات
MAROC PHOSPHATE GROUP INC. PHOSPHATES

AGREEMENT
BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

ARTICLE III

Within sixty (60) days after the Effective Date of this Agreement and within thirty (30) days following the end of each subsequent Contract Year, the parties will execute a Sale Contract Addendum which shall contain the following:

- a. The Price for the Contract Year, determined in accordance with Article IV hereof;
- b. The billing and payment terms (if different from those set forth in Article VI hereof or in the General Conditions Governing (***) applicable for the Contract Year;
- c. In the event of any change in the grade and quality specifications of the phosphate rock to be sold during the Contract Year and any price adjustment associated with any change in the grade or quality of phosphate rock supplied; and
- d. The estimated requirements of phosphate rock for the Contract Year.

The terms and conditions of this transaction which are not contained in this Agreement or in any Sale Contract Addendum for any Contract Year are incorporated into the following appendices which are an integral part of this Agreement.

Appendix 1 – Standard specifications (Chemical and Screen Analysis of Phosphate Rock)

Appendix 2 – General Conditions Governing (***)).

In the event of any conflict between this Agreement and/or any Sale Contract Addendum and the General Conditions Governing **** (Appendix 2), this Agreement and/or the Sale Contract Addendum shall control.



المكتب الشريف للفوسفات
Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات
OCP GROUP, OCPDES REZ PARTNERS

AGREEMENT
BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

ARTICLE IV

For each Contract Year, the price (expressed in U.S. Dollars) per metric ton of phosphate rock (****).

(****).

ARTICLE V

This Agreement shall not be assignable by TI without the prior written consent of OCP.

ARTICLE VI

If TI during the term of this Agreement voluntarily petitions for relief under, or otherwise seeks the benefit of, any bankruptcy, reorganization, or insolvency law, at any time thereafter, OCP may, at its option, cancel this Agreement without indemnity.

ARTICLE VII

This Agreement and all ancillary documents being based on good faith, the parties concerned expressly declare their willingness to amicably resolve any disputes which may arise between them from the interpretation or implementation hereof.



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات
GROUP OFFICE CHERIFIEN DES PHOSPHATES

AGREEMENT
BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

Any dispute which cannot be amicably resolved arising from this Agreement, any Sale Contract Addendum or the General Conditions Governing (****) shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. The Arbitration Tribunal shall sit in Paris, France. This Agreement, any Sale Contract Addendum and the General Conditions Governing (****) shall be governed by French law. The foregoing shall supersede the first paragraph of Article 12, Arbitration, of the General Conditions Governing (****).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate originals as of the 10th day of September 1992.

TROY INDUSTRIAS S. A. DE C.V

by: /s/ Alberto Sanchez Palazuelos

ALBERTO SANCHEZ PALAZUELOS

Executive President

OFFICE CHERIFIEN DES PHOSPHATES

by: /s/ Mohamed Fettah

MOHAMED FETTAH

General Manager



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات
GROUPE OFFICE CHERIFIEN DES PHOSPHATES

APPENDIX 1

(****)

STANDARD SPECIFICATIONS

CHEMICAL ANALYSIS

<u>ELEMENTS</u>	<u>PROMINENT (%)</u>
P2O5	(****)
BPL	(****)
CO2	(****)
SO3	(****)
SiO2	(****)
CaO	(****)
MgO	(****)
Fe2O3	(****)
Al2O3	(****)
Na2O	(****)
K2O	(****)
F	(****)
Cl	(****)
C.ORG.	(****)
Average Moisture	(****)

Above specifications are given on indication basis.

الجمعية العامة : زاوية طريق الجديدة
م. ش. ك. الحزاز الكبير - الدار البيضاء
الجمعية التجارية : الدار البيضاء
Direction Générale : Angle Route d'El Jadida
m. Sh. K. Hazzar Kbir - CASABLANCA
Association de Commerce : CASABLANCA 40 327

23 06 25 23 10 25
23 01 25 23 20 25

تليكس
الجمعية العامة : 34 033 - 34 034 - 71 538
البيانات والأوامر : 21430
Administration des ventes : 21 004 - 22 062
Télex
Direction Générale : 34 033 - 34 034 - 71 538
Agencement et Mandat : 21430
Administration des ventes : 21 004 - 22 062

APPENDIX 1

(****)

STANDARD SPECIFICATIONS

SCREEN ANALYSIS

(Compound oversize)

SIZING IN MICRONS		PROMINENT (%)
> 2,000		(****)
2,000 - 1,000		(****)
1,000 - 800		(****)
800 - 630		(****)
630 - 500		(****)
500 - 400		(****)
400 - 315		(****)
315 - 200		(****)
200 - 160		(****)
160 - 100		(****)
100 - 80		(****)
80 - 63		(****)
63 - 50		(****)
50 - 40		(****)
< 40		(****)

Above specifications are given on indication basis.

المدرسة العامة : زائرة طريق الجديدة
وكلية المصالح الكبير - الزاوية
الرجل التجاري : الدار البيضاء 40327
Direction Générale, Angle Route d'El Jeddah
n° 101 de la Grande Casbah - CASABLANCA
Agence de Commerce - CASABLANCA

ಪೂಜ್ಯ ಪದ್ವಿ ಪೂಜ್ಯ ಪದ್ವಿ
ಪೂಜ್ಯ ಪದ್ವಿ ಪೂಜ್ಯ ಪದ್ವಿ

تليكس
 Descom Gólkrate : 34 033 - 34 024 - 71 538 : الدورية العامة
 Agvinnisrannsóknir og Málindi : 23430 : الصيحات والأسواق
 Admínistratión des ventas : 21 004 - 22 052 : إدارة للمبيعات



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

APPENDIX 2

GENERAL CONDITIONS GOVERNING

(****)

الديريّة العامّة : زاوية طريق الجديدة
في باب الدار البيضاء - CASABLANCA
السجل التجاري : الدار البيضاء
40 327

23 06 25 23 10 25
23 01 25 23 20 25

تليكس
الديريّة العامّة : 34 033 - 34 034 - 71 534
العمليات والأسواق : 21430
إدارة المبيعات : 21004 - 22 052



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات
GROUPE OFFICE CHERIFIEN DES PHOSPHATES

**PHOSPHATE ROCK
GENERAL CONDITIONS GOVERNING (****)**

1. ORIGIN OF PRODUCT

Phosphate rock supplied by the Seller shall be natural phosphate of lime of Moroccan origin.

2. DELIVERIES - CHARTERING

A/ – Deliveries shall be made in bulk on board vessels chartered by the Buyer and shall be spread as evenly as possible over all the duration of the sale contract.

Phosphate rock of other origins shall not be loaded on vessels thus chartered without prior authorization of the Seller.

B/ – Prior to the chartering of each vessel, the Buyer shall secure the agreement of the Seller on the specifications of the vessel as well as on the quality and quantity of phosphate rock to be loaded and on laydays.

The seller shall then indicate the amount of the deposit for disbursements at the loading port to be made by the Shipowner.

If the product to be loaded is available in two ports, it shall be the option of the Seller to load in either of these ports. Such option shall however be announced by the Seller at the latest when he receives the seventy two (72) hours notice provided for in the “Chartering Conditions on Shipment” annexed hereto.

With the seller’s agreement, other lots of the same grade to be shipped to other Receivers may be loaded on board the vessel chartered by the Buyer. In such case, if the various lots are not stowed in separate holds, they will be invoiced to each Receiver on the basis of the corresponding individual bill of lading, the Seller not being involved in the distribution of the cargo at the unloading port.

C/ – Vessels for transportation of phosphate rock shall be chartered under the conditions annexed hereto (Chartering Conditions on Shipment).

In case the Charter Party signed by the Buyer does not, for whatever reason, include such conditions or the ship’s Master refuses to abide by them, the Seller shall debit the Buyer with any ensuing difference.

D/ – Prior to arrival of the vessel at the loading port, the Shipowner shall credit the Seller’s account, at a bank to be indicated by the latter, with a sufficient deposit in US Dollars to cover disbursements at the loading port, including possible despatch-money.

Should such a deposit not be made in due time or its amount not be sufficient to cover actual disbursements, the Seller shall reserve the right to refuse loading or keep the vessel until such time when necessary funds are received.

Direction Générale : Angle Route d'El Jadida
Boulevard de la Grande Casbah - CASABLANCA
Agence de Commerce : CASABLANCA 40 327
المديرية العامة : زاوية طريق الجديدة
وكالة المسارم الكبير - الدار البيضاء
الرجل التجاري : الدار البيضاء

23 06 25 23 10 25
23 01 25 23 20 25

تليكس
Direction Générale : 34 033 - 34 024 - 71 528
Agences et Mandats : 71 430
Administration des ventes : 71 001 - 71 002

PHOSPHATE ROCK :

General conditions governing (****)

If however the Seller were to allow the ship's Master to hold over payment of whole or part of the amount of the disbursements in pursuance of Clause C of the Chartering Conditions on Shipment, the Buyer shall be advised by the Seller accordingly and shall be responsible vis-a-vis the Seller for the settlement of all the amount remaining due increased by an interest on arrears of 1 % for each month as from the bill of lading date; a portion of a month being counted as a whole month.

E/ – As soon as the vessel has left the loading port, the Seller shall inform the Buyer, by telex or telegraph, of the quantity loaded as well as the day and time of departure of the vessel, her estimated date of arrival at the unloading port and, should it be the case, the amount of disbursements or the part of disbursements which has not been paid in cash.

3. WEIGHING SAMPLING

A/ – The Buyer has the faculty to be present or represented at the weighing operations which shall be made while product is being loaded on the vessel. Should this faculty not be used, the weighing- operations as performed by the Seller shall, be final and only results thereof shall be binding.

B/ – For the purpose of establishing the moisture, BPL and Feral contents of the product, samples shall be drawn during the loading operations according to the usual methods. Phosphate rock thus drawn shall be used to make up six (6) two-bottle samples which shall be sealed by the Seller. One sample shall be sent to the Buyer by the ship's mail or by postal mail while the others shall be kept by the Seller for a period of six (6) weeks.

The Buyer has also the faculty to be present or represented at the sampling operations as described above. Should this faculty not be used, the operations as performed by the Seller shall be final and only samples thus drawn shall be binding.

4. ANALYSES

A/ – AS soon as possible after each shipment, the Buyer and the Seller shall exchange, at a date to be agreed upon, the results of analyses made in their respective laboratories on the samples drawn during the loading operations displaying both moisture content of the product as delivered and dry basis BPL concentration.

In case the difference between the dry basis BPL contents shown by the two analyses is below or equal to one BPL unit per cent, the average of moisture contents of the product as delivered and the average of dry basis BPL contents shall be taken into consideration as concerns the corresponding cargo for the drafting of the debit or credit note provided for in Article 7 below.

B/ – In case the difference between the dry basis BPL contents shown by the two analyses is above one BPL unit per cent, one of the samples drawn during the loading operations shall be handed over by the Seller to the arbitration laboratory jointly appointed by the two parties.

Results of the analysis performed by such laboratory shall be accepted as final by the two parties and shall be taken into consideration for the drafting of the debit or credit note provided for in Article 7 below.

The cost of the arbitration analysis shall be borne by the party whose own findings display the largest difference with the dry basis BPL content shown by the arbitration analysis.

PHOSPHATE ROCK :

General conditions governing ****

5. PRICE

A/ – The (****) price applies to one metric ton of dry rock (moisture deducted) and to a dry basis BPL content equal to the grade of reference.

B/ – The price shall be readjusted according to the final results of analysis for each cargo as reached in pursuance of Article 4 above, on a Rise/Fall basis per metric ton and per unit of dry basis BPL content above or below the grade of reference.

C/ – The Seller shall undertake to load and spout trim phosphate rock on board the Buyer's vessel, (excluding any special trimming and levelling, which shall be borne by the Shipowner).

The cost of this loading operation is included in the price as defined above.

D/ – With the exception of export tax, all dues, duties and taxes to be paid under the regulations in force on goods or services or on the vessel for these goods or services when leaving the loading port, including dues, duties and taxes related to import into the receiving country, are not included in the price and shall therefore be borne by the Buyer when they are not at the Shipowner's expenses.

6. INVOICING AND PAYMENT

A/ – The invoice for each shipment shall be due at the date of the bill of lading. It shall be established, after loading, on the basis of the bill of lading weight minus moisture according to the percentage of reference.

B/ – The settlement of the invoice shall be made by way of irrevocable documentary, letter of credit, confirmed by a first class international bank, to be paid at sight against the documents agreed upon, by both parties prior to shipment. This letter of credit is to be opened fifteen (15) days before the vessel's loading date in favour of the Seller with a bank to be indicated by the latter. It should remain valid for a period of sixty (60) days, which may be extended on the request of either party. Such letter of credit is governed by the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce (1983 revision, publication Nr 400). All bank charges regarding in particular the opening, amendment, modification, confirmation and negotiation of the letter of credit shall be borne by the Buyer.

Debit notes shall be settled in cash by telegraphic transfer. The Buyer, as soon as he issues instructions to the bank for payment, shall send to the Seller a telex specifying the amount paid, the value date and the corresponding invoices and notes.

In case of delay, for whatever reason, in the settlement of all or part of the amount due to the Seller, the amount remaining to be paid shall be increased by an interest to be calculated, in case of invoices, and notes annexed thereto, as from the fifteenth (15th) day following the bill of lading date, and, in case of separate debit notes, as from the fifteenth (15th) day following the date borne on these. In both cases, such calculation shall be made on the basis of the London Interbank Offered Rate (Libor) at six (6) months, as it is quoted on the date of the bill of lading, increased by a margin of three (3) per cent per year. Interests on arrears shall themselves be increased, under the same conditions as those applied to the principal sum, by interests to be calculated after each period of six (6) months. No dues, taxes or duties to be paid in relation with the settlement of interests in the Buyer's country shall be borne by the Seller. The payment of interests shall be made without any deduction whatsoever.

PHOSPHATE ROCK :

General conditions governing (****)

C/ – Each delivery being considered as a separate deal, the Seller may suspend deliveries for non-settlement of an invoice or a debit note.

If the Buyer goes into liquidation or bankruptcy or if he fails, whatever the reason be, to conform to the payment conditions agreed upon, the Seller shall reserve the right to cancel the contract with respect to the balance of deliveries. As for the quantities already delivered but still floating, the Seller may exercise his right to retain the cargo or the part of the cargo attributed to the Buyer.

In both cases the Buyer shall remain accountable for the possible charges and damages thereof.

7. READJUSTMENT

A/ – At the end of each semester, the amount to be invoiced for each of the shipments made during that semester, shall be readjusted according to the moisture content and to the dry basis BPL concentration shown by the corresponding analysis as reached in pursuance of Article 4 above.

Such readjustment shall be used as a basis for a debit or a credit note to be sent by the Seller to the Buyer.

B/ – In case of dispute over Feral content of a cargo, the Seller shall request the arbitration laboratory to perform an analysis of the element in question on one of the samples drawn during the loading operations.

Should the arbitration analysis establish that Feral content, at the departure from the loading port, is higher than 1.5%, the final dry basis BPL content as reached for the price variation shall be diminished by two BPL points per cent for each point of Feral in excess of 1.5% and proportionately for fractions.

C/ – Readjustment shall in no case be accepted as a justification for delay in payment of invoices and debit notes related to the delivery.

8. INSURANCE

Phosphate rock shall be considered to have been delivered at the moment when it has actually passed on board the vessel at the loading port.

Insurance against all risks, be they marine or other, covering the value of phosphate rock increased, should it be the case, by disbursements or the part of disbursements which have not been paid in cash at the loading port, shall not be borne by the Seller who declines any responsibility for damages which may occur to the cargo from the moment when phosphate rock has been loaded.

9 . RESALE AND ASSIGNMENT

Phosphate rock shall be used in the Buyer's own plants. It may not be resold as such without the Seller's written consent.

Should the Buyer lose, through transfer of ownership or merger or for any other reason, the property of his plants as they stand at the time of signature of the sale contract, the quantities of product remaining to be delivered shall be assigned, with the Seller's consent, to the new owners or successors, whether universal or not.

The Seller shall however reserve the right simply to cancel the delivery of such quantities and the cancellation in such case shall give rise to no indemnity.

10. FORCE MAJEURE

Any war, any prohibition or restriction, from a Government or local authority, affecting either the receiving country or the areas involved in

PHOSPHATE ROCK :

General conditions governing (****)

the shipping of product, floods, cyclones, earthquakes, fires, epidemics, general or partial strikes, whenever they may occur, lock-outs, stoppage of production in the Seller's operations or in the railway system transporting phosphate rock to the loading ports and any other cause beyond the control of the Seller and which impedes production, transportation or loading of phosphate rock represent, by express agreement, a case of force majeure. The party affected shall have to give notice of the event to the other party by registered letter and the only justification to be produced by the party affected shall be the evidence of the event invoked.

In a case such as mentioned above, shipments may be suspended until such hindrances are overcome or removed. Should the interruption of deliveries last more than three (3) months, the shipments thus delayed may be cancelled by either party and such cancellation shall be notified by registered letter. Cancellation of this nature shall give rise to no indemnity.

11. SAFEGUARD CLAUSE

The parties hereby expressly agree that, should the market conditions change in such a way as to cause a serious harm to either party while the sale contract is being implemented, they shall consult each other in order to take necessary steps to re-establish the equilibrium of the sale contract within the spirit which prevailed initially.

12. ARBITRATION

All disputes arising in connection with the sale contract shall be finally settled through arbitration to take place in Casablanca under the Rules of Conciliation and Arbitration of the International Chamber of Commerce of Paris by one or more arbitrators appointed in accordance with these Rules, Moroccan law being applied as to the substance of the matter.

Judicial acceptance and enforcement of the arbitration award may be requested by either party from any court having jurisdiction, in any country, on submission of the original copy or a duly certified copy of the award as well as the original copy or a duly certified copy of the sale contract.

The termination of the sale contract shall not prejudice any rights accruing at or before or in connection with the termination thereof or any remedies or proceedings with respect to such rights. The provisions of the sale contract with regard to arbitration shall have effect notwithstanding the termination thereof.

MADE OUT IN DUPLICATE

At

On

THE BUYER,

/s/ Illegible

At

On

THE SELLER,

/s/ Illegible



Office Chérifien des Phosphates

مملكة المغرب العربي
ROYAUME DU MAROC
OFFICE CHÉRIFIEN DES PHOSPHATES

CHARTERING CONDITIONS ON SHIPMENT AFRICANPHOS C/P

Concerning the chartering which will be affected by Buyers for the transportation of phosphates, the charter party will have to stipulate the following conditions:

A - Before leaving his last port of discharge and at least three days before arriving at Safi or Jorf Lasfar or Laayoune or Casablanca, the Captain has to telegraph to:

PHOSPHAT-SAP: if leaving is at Safi - Telex n° 71708 - 01784

Postal address: Office Chérifien des Phosphates, Service des Embarquements, Bolte Postale 26, Safi

PHOSPHAT-CASABLANCA if loading is at Casablanca - Telex no 73987 - 25095

Postal address: Office Chérifien des Phosphates, Service des Embarquements, Bolta Postale 119, Casablanca

PHOSTLS if loading is at Laayoune - Telex no 26796 - 26614

Postal address: PHOSPHATES or BOUCRAA S.A. Bolta Postale : 26 - 101 Laayoune

MARPHORE is loading in at Jorf Lasfar - Telex n° 78964

stating the probable sale of vessel's arrival, falling which an extra twenty four hours to be allowed in shippers for loading.

In case telegraphic address is not admitted, the Captain will use postal address as indicated above.

B - At loading port, the vessel shall be consigned for her phosphate cargo and customs business to Shippers. Owners to pay in cash at loading port and according to the total tonnage loaded the sum hereunder stipulated (in Dirhems (DM) per metric ton loaded) as agency fee, Shippers having the right to choose at their expense the Shipbroker who will attend to Customs formalities:

From 1 to 3000 tons : 6500 DM

From 3001 to 4000 tons : 7900 DM

From 4001 to 5000 tons : 7500 DM

From 5001 to 7500 tons : 8000 DM

From 7501 to 10000 tons : 9000 DM

From 3001 to 12500 tons : 10000 DM

From 12501 to 15000 tons : 21000 DM

From 15001 to 17500 tons : 32000 DM

From 17501 to 20000 tons : 33000 DM

From 20001 to 25000 tons : 14000 DM

From 25001 to 30000 tons : 18000 DM

From 30001 to 35000 tons : 21000 DM

From 35001 to 40000 tons : 23000 DM

above 40000 tons : 23000 DM

plus [illegible] dirhems per 2000 tons or
fraction above 40000 tons

Should the Captain fail to apply to the Shippers' Agents named in the present charter, the Owners shall, in any case, pay to Shippers the agency fee mentioned above.

C - At port of loading, vessel to pay all customary fees and soft expenses, all tolls (péages) as well as all other charges customarily paid by the vessel, at the rates ruling on the date of the bill of lading. In application of the lawful regulations in force in Morocco, Owners shall pay in cash at port of loading all their disbursements including amounts due by them under Clauses B, D and I. A sufficient amount per ship distribution only, not exceeding one third of the freight, may be advanced to the Captain if required by him. In any case, an interest on arrears of 1% per month, a portion of month being counted as a whole month, shall be applied to the amount remaining due. A receipt of the latter to be endorsed on the bills of lading by the Captain. Shippers shall not be held responsible for the employment of these advances. The Shippers decline all responsibility toward Owners or Charterers, if, in order to avoid delaying the vessel's departure, they shall be called upon, on justification of the expenses, to advance the Captain amounts over and above one third of the freight.

D - The vessel will be loaded in turn not exceeding 48 running hours, Sundays, legal and local holidays included, counting from 7 a.m. or 1 p.m. after the vessel having been admitted in free pratique and written notice having been given away to Shippers between usual office hours that she is ready to load. The cargo will be loaded into vessel's holds by Shippers. The Owners shall pay in case of FAS sale 1 US Dollars plus value added tax per ton or one thousand kilos loaded (bill of lading weight) for this operation, leveling or any other special trimming required the Captain shall be in all cases at Owners' expense and risk.

Vessel to supply free of charge the full use of windlasses, winches and necessary power, all supplementary expenses for working outside usual hours to be for account of the party ordering same to be charged at the tariff according to the custom of the port. It is however pointed out that if such work is done at Shippers' request without the use of the vessel's derricks, the expenses charged by the Master may not exceed £ 12.00 per shift and will only be payable for actual hours of working.

E - Laydays to commenced on expire of turn according to D above or, if there is no turn at 1 p.m., if the vessel complies with the prescribed conditions before noon, and at 7 p.m. on the following day if she complies with the sale conditions after noon, the Captain or his representative having advised Shippers in writing that he is ready to load and that the vessel, being in free pratique, has occupied the berth indicated by the Shippers. Legal and local holidays, each being considered as a day of 24 hours, and the time between 1 p.m. on Saturday and 7 a.m. on Monday shall not count as laydays, but if the loading proceeds during these periods before laytime commences, only half time such employed shall be deducted from the time saved for the calculation of dispatch-money.

If necessary, vessel's holes shall be cleaned at vessel's expense before loading commences. All time occupied in shifting berths at

Shippers' request shall count as laytime. Time allowed will be calculated based on the bill of lading weight expressed in metric tons.

Days to be of 24 consecutive hours, weather permitting (portions pro rata) force majeure accepted.

The Captain is to facilitate the rapid loading of his vessel by all means on board. Vessel shall leave the loading berth as soon as loading is completed if the Captain is required to do so, falling which Owners are to indemnify Shippers for time so lost at the demurrage rate stipulated in clause I. Any delays which may be attributed to the vessel or her crew are not to count as laytime.

F - Provided the vessel puts at least two workable hatches at Shippers' disposal at loading (at Casablanca, Safi, Jorf Lasfar and Laayoune) the daily rate for loading to be (in metric tons):

3,000 tons with minimum time of 36 hours allowed for a loaded quantity up to 9.000 tons	
3,600 tons for 10.000 to 14.999 tons, loaded quantity	7,500 tons for 25,000 to 29,999 tons, loaded quantity
4,500 tons for 15,000 to 19,999 tons, loaded quantity	9,000 tons for 30,000 to 39,999 tons, loaded quantity
6,000 tons for 20,000 to 24,000 tons, loaded quantity	10,000 tons for 40,000 and above

If however the vessel provides a lower number of workable hatches then called for above the loading rate to be reduced in proportion to the number of workable hatches put at the Shipper's disposal.

The vessel will be loaded in the customary manner alongside the wharf reserved to Shippers at the berth indicated by them and according to their orders.

Shippers have the right to load by day and by night without interruption by all the hatches of the holder intended to receive the cargo.

G - Shippers guaranteed that vessels can load and sail from their usual loading berth with a draught of:

At Casablanca : 30' at berths No 1 and 2 ; 36' at berth No 3
At Safi : 30°
At Jorf Lasfar : 44° at berth n° 1
At Laayoune : 32' at berth No 2

Should the vessel's draft make it necessary to complete loading at another berth or in the roads, Captain to obtain the necessary lighters at Owners' expense. The risk and cost of transport from the wharf to another berth or to the roads and transshipment expenses are to be borne by the vessel, and the time spent in loading at such other berth or in the roads and in shipping, not to count as laytime.

H - Should loading be rendered impossible in consequence of a strike, lock-out or any other cause of force majeure beyond the Shippers' control, latter to give written notice to Receivers-Charterers (eventually by telegram) latest on receipt of the telegraphic notice stipulated in clause A. If vessels have already telegraphed this preliminary notice, Shippers shall notify them and Receivers-Charterers of the case of force majeure as soon as this is known to them.

At any time before Vessel's arrival at loading port or before loading commences Receivers-Charterers may notify Shippers of their intention to cancel the Charter-party.

This cancellation is to become effective if within 48 running hours following the receipt of this notification shippers have not declared that they are able to load. In case the charter-party should be maintained, the time shall count as stipulated in Article 1 above notwithstanding the invocation of the case of force majeure.

As any time during the interruption of the loading owing to force majeure, Shippers have the right to ask the Receivers-Charterers to cancel the chart-party by giving 48 running hours notice.

If the vessel has started loading, the Captain to have the option of sailing 48 running hours after the interruption through force majeure with the quantity loaded unless within this delay, shippers declare that they are able to load, time counting notwithstanding the invoked costs of force majeure, should the vessel sail with a part of cargo, shippers could not be mixed up in the discussion between Charterers and Owners concerning the freight settlement of the part of the cargo.

I - Demurrage at loading port if any, to be paid to Owners at the rate of 0.16 US Dollars per gross register ton per running day (portions pro rata).

For all working time saved at port of loading, Owners to pay in cash to Shippers dispatch-money at half of the demurrage rate per day (portions pro rata). It is understood that dispatch-money will only be calculated on time saved after expiration of the actual turn, if any (see clause E). Any delays which may be attributed to the vessel or her crew shall not count as laydown.

J - Should only part of the vessel be chartered, the Owners shall have the option of completing her, in agreement with Charterers and Office Chérflen des Phosphates, up to a full cargo with other goods, either before or after loading the phosphate. Owners shall ensure under penalty of damages, proper separation of such goods from the phosphate in order to avoid any mixing or communication of moisture, such goods, however, not to consist of either one or phosphate of whatsoever origin, unless authorized by the Office Chérflen des Phosphates. Under no circumstances shall the complementary cargo be discharged at the same time as the phosphate.

In order to determine moisture of phosphate acquired during the transport, Captain to receive a sample taken during the loading in accordance with the contract.

K - In case of dispute between the Shippers and the Captain on the interpretation of the clauses of the charter-party, the Captain will sign

papers or official documents as presented to him by the Shippers, in as many copies as required by them in respect of all or part of the cargo on board, endorsing his objections, any discussion on the matter being reserved to Owners.



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

ADDENDUM N° 5 BETWEEN OCP AND AWT

DATED NOVEMBER 15TH, 1999

TO THE AGREEMENT BETWEEN OCP AND TROY

DATED SEPTEMBER 10TH, 1992.

Direction Générale : زاوية طريق الجديدة وشارع الحزام الكبير - الدار البيضاء - المغرب - Casablanca - Maroc
Boite Postale : Mairiff 5196 صندوق البريد : المماريف
Identification fiscale : 02220794 - التسجيل التجاري : الدار البيضاء 40 327 - Registre du Commerce : Casablanca

Télécopie	مناصفة	Téléphone	الهاتف	Télex	تلبيكس
Approvisionnements et Marchés : 25.14.15	التزويدات والمبيعات :	23.00.25	23.10.25	Direction Générale : 24 033 - 24 024 - 21 934	المديرية العامة :
Administration des Ventes : 23.06.35	إدارة المبيعات :	23.01.25	23.20.25	Approvisionnements et Marchés : 45 074	التزويدات والمبيعات :
Direction Financière : 25.18.19	المديرية المالية :			Administration des Ventes : 21 006 - 22 052	إدارة المبيعات :



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

ADDENDUM N°5 BETWEEN OCP & AWT
DATED NOVEMBER 15TH, 1999
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

BETWEEN THE UNDERSIGNED :

OFFICE CHERIFIEN DES PHOSPHATES (OCP)

Angle Route d'E1 Jadida et Bd de
la Grande Ceinture - Casablanca
MOROCCO

represented by its Director General
Mr. Mohamed BERRADA

on the one part,

AND :

ALBRIGHT & WILSON TROY DE MEXICO SA. DE CV. (AWT)

Temistocles N° 10 Floors 9th and 10th

COL POLANCO

11560 MEXICO D.F.

M E X I C O

on the other part.

W I T N E S S E T H

WHEREAS, AWT and OCP are parties to that certain Agreement with an Effective Date of September 10th, 1992, and its Addenda N° 1, N° 2 N° 3 and N° 4 (and its Amendment N° 1), for the sale and purchase (****) ("Agreement"); and,

WHEREAS, the Article I of the Agreement provides that the duration of the said Agreement will expire on September 9th, 2002; and,

WHEREAS, AWT and OCP desire to extend the duration of the Agreement,

المديرية العامة : زاوية طريق المنيعة وشارع الحزام الكبير - الدار البيضاء - المغرب - Casablanca - Maroc
Boite Postale : Maârif 5196 صندوق البريد : المماريف
Identification fiscale : 02220794 - قعرير تجاري - Registre du Commerce : Casablanca 40 327 السجل التجاري : الدار البيضاء

Télécopie	مناسخة	Téléphone	الهاتف	Télex	تلخيص
Approvisionnements et Marchés : 25.14.15	التزويذات والمصفقات : 25.14.15	23.00.25	23.10.25	Direction Générale : 24 033 - 24 024 - 21 934	المديرية العامة : 24 033 - 24 024 - 21 934
Administration des Ventes : 23.06.35	إدارة المبيعات : 23.06.35	23.01.25	23.20.25	Approvisionnements et Marchés : 45 074	التزويذات والمصفقات : 45 074
Direction Financière : 25.18.19	المديرية المالية : 25.18.19			Administration des Ventes : 21 008 - 22 052	إدارة المبيعات : 21 008 - 22 052



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

ADDENDUM N° 5 BETWEEN OCP & AWT

DATED NOVEMBER 15TH, 1999

TO THE AGREEMENT BETWEEN OCP AND TI

DATED SEPTEMBER 10TH, 1992

NOW THEREFORE, in consideration of the premises set forth herein, OCP and AWT hereby agree as follows :

ARTICLE I

The term mentioned in Article I of the Agreement dated September 10th, 1992 is hereby extended from September 10th, 2002 till September 9th, 2007.

It will be automatically reconducted for new successive periods of five (5) years unless terminated by either party giving the other not less than one (1) year written notice before the start of the following period.

Other terms of the Article I of the Agreement shall remain unmodified and in full force and effect.

ARTICLE II

The parties hereby expressly agree that, should the market conditions change in such a way to cause a serious harm to either party while the sale contract is being implemented, they shall consult each other in order to take necessary steps to re-establish the equilibrium of the sale contract within the spirit which prevailed initially.

In case the parties do not reach an agreement on how to re-establish the above mentioned equilibrium, then each party have the right, as from September 10th, 2003, to terminate the Agreement giving the other not less than one year written notice.

ARTICLE III

Except as specifically set forth in this Addendum N° 5, all of the terms and conditions of the Agreement as heretofore amended and its Addenda N° 1, N° 2, N° 3 and N° 4 (and its Amendment N° 1), and not amended by this Addendum N° 5, shall continue in full force and effect.



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات
GROUPE OFFICE CHERIFIEN DES PHOSPHATES

**ADDENDUM N° 5 BETWEEN OCP & AWT
DATED NOVEMBER 15TH, 1999
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992**

All capitalized terms used in this Addendum N° 5, and not otherwise defined herein shall have the meanings set forth in the Agreement and its Addenda N° 1, N° 2, N° 3 and N° 4 (and its Amendment N° 1).

IN WITNESS HEREOF, AWT and OCP have caused this Addendum N° 5 to be duly executed as of the first day of August, 1999.

MADE OUT IN DUPLICATE ON NOVEMBER 15TH, 1999

**ALBRIGHT & WILSON TROY DE MEXICO SA DE CV
THE BUYER**

BY: _____
RODOLFO MENENDEZ
DIRECTOR-GENERAL

**OFFICE CHERIFIEN DES PHOSPHATES
THE SELLER**

BY: /s/ Mohamed Berrada

MOHAMED BERRADA
DIRECTOR-GENERAL

المكتب الشريف للفوسفات

Office Chérifien des Phosphates

ADDENDUM N°8 BETWEEN OCP, RHODIA FM AND INNOPHOS FM

TO THE AGREEMENT BETWEEN OCP AND TI

DATED SEPTEMBER 10TH, 1992.

المقر الاجتماعي : 2. زنقة الأبطال - حي الواحة (سابقا : زاوية طريق الجديدة وسرح الحزام الكبير) - الدار البيضاء - المغرب - صندوق البريد : 5196 - التعريف الجبائي : 02220794 - السجل التجاري : 40 327
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jodida et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. : Mairil 5196 - Identification Fiscale : 02220794 - Registre de Commerce : 40 327

تليكس	Télex	الهاتف	Téléphone	مناسخة	Télécopieur
المديرية العامة :	24 024 - 24 033 - 21 934	022 23 00 25 - 022 23 10 25	022 23 01 25 - 022 23 20 25	التزويدات والصفقات :	022 99 83 79
إدارة المبيعات :	21 008 - 21 863			إدارة المبيعات :	022 23 06 35
				المديرية العامة :	022 99 83 87

Administration des Ventes : 21 008 - 21 863
Direction Financière : 022 99 83 87

المكتب الشريف للفوسفات
Office Chérifien des Phosphates

ADDENDUM N°8 BETWEEN OCP, RHODIA FM AND INNOPHOS FM
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

BETWEEN THE UNDERSIGNED :

OFFICE CHERIFIEN DES PHOSPHATES (OCP)
2, Rue Al Abtal – May Enaha
Casablanca
MOROCCO

on the one part,

and:

RHODIA FOSFATADOS DE MEXICO S.A. DE C.V. (RHODIA FM)
Domicilio Conocido S/N Complejo Industrial
Pajaritos Carretera a Villahermosa KM.5
Coatzacoalcos;
Veracruz. C.P.96380
MEXICO

on the second part,

and:

INNOPHOS FOSFATADOS DE MEXICO, S. DE R.L. DE CV. (INNOPHOS FM)
Domicilio Conocido S/N Complejo Industrial
Pajaritos Carretera a Villahermosa KM.5
Coatzacoalcos;
Veracruz. C.P.96380
MEXICO

on the third part,

WITNESSETH

WHEREAS, RHODIA FM and OCP are parties to that certain Agreement with an Effective Date of September 10th, 1992, and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5, N°6 and N°7, for the sale and purchase of (****) (“Agreement”); and,

WHEREAS, RHODIA FM changed its name to INNOPHOS FM, as from August 13th, 2004, retaining all of its assets and liabilities arising from the Agreement; and,

المقر الإجمالي 2، زنقة الأيتال - حي الواحة (حابقاً زاوية طريق الجديدة وسرح الحزام الكبير) - الدار البيضاء - المغرب - صندوق البريد - المعارف 5196 - الترخيص الجبائي 02220794 - السجل التجاري 40 327
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jodido et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. : Mabil 5196 - Identification Fiscale : 02220794 - Registre de Commerce : 40 327

تليكس	Télex	الهاتف	Téléphone	مناسخة	Télécopieur
إدارة المبيعات :	21 008 - 21 863	022 23 01 25 - 022 23 20 25	022 23 00 25 - 022 23 10 25	التزويدات والصفقات :	022 99 83 79
المديرية العامة :	24 024 - 24 033 - 21 934			إدارة المبيعات :	022 23 06 35
				المديرية المالية :	022 99 83 87
				Administration des Ventes :	
				Direction Financière :	

ADDENDUM N°8 BETWEEN OCP, RHODIA FM AND INNOPHOS FM
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

2.

WHEREAS, RHODIA FM by virtue of its company name change transfers to INNOPHOS FM all its rights and obligations arising from the Agreement with OCP dated September 10th, 1992 and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6 and N°7.

NOW, THEREFORE, it has been agreed the following:

ARTICLE I

As of the date of August 13th, 2004, INNOPHOS FM is substituted to RHODIA FM as part to the Agreement OCP/TI dated September 10th, 1992 and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6 and N°7. Therefore, all rights and obligations arising from the Agreement are transferred to, and accepted by, INNOPHOS FM as of the date above mentioned.

ARTICLE II

Except as amended by the terms of this Addendum N°8, the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6 and N°7 remain unmodified and in full force and effect.

ARTICLE III

All capitalized terms used in this Addendum N°8, and not otherwise defined herein, shall have the meanings set forth in the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6 and N°7.

ADDENDUM N°8 BETWEEN OCP, RHODIA FM AND INNOPHOS FM
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

3.

IN WITNESS WHEREOF, OCP, RHODIA FM and INNOPHOS FM have caused this Addendum N°8 to the Agreement dated September 10th, 1992, to be executed in triplicate originals as of the 13th day of August 2004.

RHODIA FOSFATADOS DE MEXICO S.A. DE C.V.

By: /s/ Jose Ramon Gonzalez de Salceda y Urbina
Name: Jose Ramon Gonzalez de Salceda y Urbina
Title: Director General

INNOPHOS FOSFATADOS DE MEXICO, S. DE R.L DE CV.

By: /s/ Jose Ramon Gonzalez de Salceda y Urbina
Name: Jose Ramon Gonzalez de Salceda y Urbina
Title: Director General

OFFICE CHERIFIEN DES PHOSPHATES

Illegible

By: /s/ Mourad Cherif [SEAL]
Name: Mourad Cherif
Title: Director General

Illegible



Office Chérifien des Phosphates

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM

DATED FEBRUARY 16TH, 2005

TO THE AGREEMENT BETWEEN OCP AND TI

DATED SEPTEMBER 10TH, 1992.

المقر الاجتماعي : 2- زنقة الأبطال - حي الواحة (سابقا : زاوية طريق الجديدة - مرسع الحزام الكبير) - الدار البيضاء - المغرب - صندوق البريد : 5196 - الترخيف الجماعي : 02220794 - السجل التجاري : 40 327
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jodida et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P : Mahrif 5196 - Identification Fiscale : 02220794 - Registre de Commerce : 40 327

تليكس	Télex	الهاتف	Téléphone	مناسخة	Télécopieur
المديرية العامة :	24 024 - 24 033 - 21 934	022 23 00 25 022 23 10 25	022 23 00 25 022 23 10 25	التزويدات والمخفقات :	022 99 83 79
إدارة المبيعات :	21 008 - 21 863	022 23 01 25 022 23 20 25	022 23 01 25 022 23 20 25	إدارة المبيعات :	022 23 06 35
				المديرية المالية :	022 99 83 87



Office Chérifien des Phosphates

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

BETWEEN THE UNDERSIGNED :

OFFICE CHERIFIEN DES PHOSPHATES (OCP)
Acting for its account and on behalf of its affiliate

PHOSPHATES DE BOUCRAA SA "PHOSBOUCRAA"
2, Hue Al Abtal - Nay Enaha
Casablanca - MOROCCO
represented by its Director General
Mr. Mourad CHERIF

on the one part ,

and:

INNOPHOS FOSFATADOS DE MEXICO, S DE R.L. DE CV. (INNOPHOS FM)
Domicilio Conocido S/N Complejo Industrial
Pajaritos Carretera a Villahermosa KM.5
Coatzacoalcos;
Veracruz. C.P. 96380
MEXICO

represented by its Director General
Mr. Jose Ramon Gonzalez de Salceda y Urbina

on the second part .

W I T N E S S E T H

WHEREAS, OCP and INNOPHOS FM are parties to that certain Agreement with an Effective Date of September 10th, 1992, and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5, N°6, N°7 and N°8, for the sale and purchase of (****) ("Agreement"); and

WHEREAS, OCP and INNOPHOS FM desire to amend the Agreement to change the definition of Contract Years to coincide with Calendar Years;

WHEREAS, INNOPHOS FM desires to purchase from OCP and OCP desires to sell to INNOPHOS FM phosphate rock (****); and,

المقر الإجمالي 2. وثيقة الأبطال - خي الواحة (سابقا) زاوية طريق الجديدة وسرع الحزام الكبير) الدار البيضاء - المغرب - صندوق البريد 5196 - التعريف الجماعي 02220794 - السجل التجاري 40 327
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jodida et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. : Mairif 5196 - Identification Fiscale : 02220794 - Registre de Commerce 40 327

تليكس	Télex	الهاتف	Téléphone	مناسخة	Télécopieur
المديرية العامة : 24 024 - 24 033 - 21 934	Direction Générale	022 23 00 25 - 022 23 10 25	التزويدات والصفقات : 022 99 83 79	تليكس	022 99 83 79
إدارة المبيعات : 21 008 - 21 863	Administration des Ventes	022 23 01 25 - 022 23 20 25	إدارة المبيعات : 022 23 06 35	الهاتف	022 23 06 35
			المديرية العامة : 022 99 83 87	الهاتف	022 99 83 87

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

WHEREAS, INNOPHOS FM desires to purchase from OCP and OCP through its affiliate PHOSBOUCRAA desires to sell to INNOPHOS FM (****); and,

WHEREAS, OCP and INNOPHOS FM desire to further amend the Agreement to include these (****);

NOW, THEREFORE, it has been agreed the following:

ARTICLE I

Article I of the Agreement is hereby amended by deleting the third paragraph thereof and substituting in lieu thereof the following:

“The Thirteenth Contract Year during the term hereof shall be for a period commencing on September 10th, 2004, and ending on December 31st, 2004. Thereafter, Contract Years hereunder shall be for periods beginning on a January 1st and ending on December 31st.”

ARTICLE II

Agreement is hereby amended by including thereof the following Appendices, attached hereto, which will be an integral part of the Agreement:

Appendix 1: Standard specifications (Chemical and Screen Analysis) of (****),

Appendix 2: Standard specifications (Chemical and Screen Analysis) of (****),

Appendix 3: General Conditions governing (****) and Chartering Conditions on Shipment of PHOSBOUCRAA.

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

ARTICLE III

As from January 1st, 2005, the qualities of phosphate rock to be supplied under the Agreement shall be:

- (****), physical and chemical characteristics of which are attached as Appendix 1 to the Agreement,
- (****), physical and chemical characteristics of which are attached hereto as Appendix 1,

and:

- (**** chemical and physical characteristics of which are attached hereto as Appendix 2.

ARTICLE IV

As from January 1st, 2005, the quantities of phosphate rock to be supplied during each Contract Year under the Agreement shall be:

- (****)
- (****)

(****)

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM DATED
FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

ARTICLE V

5.1. For the Thirteenth Contract Year corresponding to the period starting on September 10th, 2004 and ending on December 31st, 2004, the prices of phosphate rock shall be:

- (****)
- (****)

5.2. For the Fourteenth Contract Year corresponding to the period starting on January 1st, 2005 and ending on December 31st, 2005, the prices of phosphate rock shall be:

- (****)
- (****)
- (****)

ARTICLE VI

Article I of the Amendment N°1 dated September 18th, 1997 to the Addendum N°4 dated March 14th, 1997 to the Agreement is cancelled and replaced by the following:

6.1. As from the Fifteenth Contract Year, corresponding to the period starting on January 1st, 2006 and ending on December 31st, 2006, and for each subsequent Contract Year, the price (****) basis, shall be determined pursuant to Appendix 4 attached to this Addendum N°9.

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM DATED
FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

6.2. As from the Fifteenth Contract Year and for each subsequent Contract Year, the price (****) shall be equal to the sum of (i) the price of (****), determined above for the considered Contract Year and (ii) the quality premium of (****) per metric ton of (****).

6.3. For the Fifteenth Contract Year, the price of (****) shall be equal to the sum of (i) the price of (****) determined above for the considered Contract Year and (ii) the quality premium (****) per metric ton of (****).

6.4. As from the Sixteenth Contract Year, corresponding to the period starting on January 1st, 2007 and ending on December 31st, 2007, and for each subsequent Contract Year, the price (****).

ARTICLE VII

As from January 1st, 2005, the prices of phosphate rock shall be adjusted, according to final results of analysis of dry basis BPL contents in accordance with Articles 4 and 7 of General Conditions Governing (****), annexed to the Agreement as Appendix 2 and to this Addendum as Appendix 3, on a rise/fall basis of:

- (****) per metric ton per unit (proportionately for fractions) of dry basis BPL content for (****) above or below (****).
- (****) per metric ton per unit (proportionately for fractions) of dry basis BPL content for (****) above or below (****).

ARTICLE VIII

Except as amended by the terms of this Addendum N°9, the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6, N°7 and N°8 remain unmodified and in full force and effect.

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

ARTICLE IX

All capitalized terms used in this Addendum N°9, and not otherwise defined herein, shall have the meanings set forth in the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6, N°7 and N°8.

IN WITNESS WHEREOF, OCP and INNOPHOS FM have caused this Addendum N°9 to the Agreement dated September 10th, 1992, to be executed in duplicate originals as of the 1st January 2005.

MADE OUT IN DUPLICATE ON FEBRUARY 16TH, 2005

INNOPHOS FOSFATADOS DE MEXICO, S DE R.L. DE CV.

OFFICE CHERIFIEN DES PHOSPHATES

BY: Jose Ramon Gonzalez de Salceda y Urbina

BY: Mourad CHERIF

/s/ Jose Ramon Gonzalez de Salceda y Urbina
DIRECTOR GENERAL

/s/ Mourad Cherif
DIRECTOR GENERAL

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 1

GRADE : (**)
STANDARD SPECIFICATIONS
CHEMICAL ANALYSIS**

ELEMENTS	PROMINENT (%)
BIL	(****)
CO ₂	(****)
SO ₃	(****)
SiO ₂	(****)
CaO	(****)
MgO	(****)
Fe ₂ O ₃	(****)
Al ₂ O ₃	(****)
Na ₂ O	(****)
K ₂ O	(****)
F	(****)
Cl.	(****)
C. Org.	(****)

ABOVE SPECIFICATIONS ARE GIVEN ON INDICATION BASIS.

المقر الإجمالي: 2. زنقة الأيغال - حي الواحة (عائقة) زاوية طريق الجديدة وسرغ الحزام الكبير). الدار البيضاء - المغرب - صندوق البريد: 5196 - التعريف الجبائي: 02220794 - السجل التجاري: 40 327
Siège Social: 2, Rue Al Abtal - Hay Erraha (Ex: Angle Route d'El Jadida et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P.: Mabil 5196 - Identification Fiscale: 02220794 - Registre de Commerce: 40 327

تليكس	Téléx	الهاتف	Téléphone	مناسخة	Télécopieur
إدارة المبيعات:	21 008 - 21 863	022 23 01 25 - 022 23 20 25	022 99 83 87	القرويدات والمصنقات:	022 99 83 79
إدارة المبيعات:	21 008 - 21 863	022 23 01 25 - 022 23 20 25	022 99 83 87	إدارة المبيعات:	022 23 06 35
إدارة المبيعات:	21 008 - 21 863	022 23 01 25 - 022 23 20 25	022 99 83 87	إدارة المبيعات:	022 23 06 35

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 1

GRADE : (**)
STANDARD SPECIFICATIONS
SCREEN ANALYSIS
(Compound oversize)**

SIZING IN MICRONS		PROMINENT (%)
Above	2.000	(****)
”	1.000	(****)
”	800	(****)
”	630	(****)
”	500	(****)
”	400	(****)
”	315	(****)
”	200	(****)
”	160	(****)
”	100	(****)
”	80	(****)
”	63	(****)
”	50	(****)
”	40	(****)

ABOVE SPECIFICATIONS ARE GIVEN ON INDICATION BASIS.

Phosphates de Boucraâ S.A.
(Phosboucraâ)

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 2

(****)

CHEMICAL ANALYSIS

P ₂ O ₃	(****)
BPL	(****)
CO ₂	(****)
SO ₃	(****)
SiO ₂	(****)
CaO	(****)
MgO	(****)
Fe ₂ O ₃	(****)
AL ₂ O ₃	(****)
Na ₂ O	(****)
K ₂ O	(****)
F	(****)
CL	(****)
Organic matter	(****)

(****)

Above specifications are given or indicative basis.

ش.م. رأس مالها درهم 100.000.000 S.A. au capital DH 100.000.000

Direction Laâyoune :
Avenue Hassan II - Laâyoune BP 76 - 101 ح.س ب 76 - العيون - الحسن الثاني
Téléphone : 048 89 36 28 الهاتف
Télécopieur : 048 89 42 15 - 048 89 41 81 - 048 89 14 84 مناسخة
Service Approvisionnement et Marchés مصلحة التوريدات والصفقات
Téléphone : 048 89 31 06 - 048 89 36 30 - 048 89 36 36 الهاتف

Siege Social Casablanca :
2, Rue Al Abtal - Hay Errahja - Casablanca الدار البيضاء - حي الراحة - الدار البيضاء
Registre du Commerce : 39933
Téléphone : 022 23 00 25 - 022 23 01 25 - 022 23 10 25 - 022 23 20 25 الهاتف
Télécopieur : 21 934 - 21 024 - 21 033
Administration des Ventes : 22 052 - 21 008 إدارة المبيعات

APPENDIX 2

(**)**

SCREEN ANALYSIS

>2,000 microns	(****)
2,000 – 1,000 microns	(****)
1,000 - 800 microns	(****)
800 - 630 microns	(****)
630 - 500 microns	(****)
500 - 400 microns	(****)
400 - 315 microns	(****)
315 - 200 microns	(****)
200 - 160 microns	(****)
160 - 100 microns	(****)
100 - 80 microns	(****)
80 - 63 microns	(****)
63 - 50 microns	(****)
50 - 40 microns	(****)
<40 microns	(****)

Above specifications are given on indicative basis.

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 15TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 3
PHOSPHATE ROCK
GENERAL CONDITIONS GOVERNING (**)**

1. ORIGIN OF PRODUCT

Phosphate rock supplied by the Seller shall be natural phosphate of lima of Moroccan origin.

2. DELIVERIES CHARTERING

A/ – Deliveries shall be made in bulk on board vessels chartered by the Buyer and shall be spread as evenly as possible over all the duration of the rule contract.

Phosphate rock of other origins shall not be loaded on vessels thus chartered without prior authorization of the Seller.

B/ – Prior to the chartering of each vessel, the Buyer shall secure the agreement of the Seller on the specifications of the vessel as well as on the quality and quantity of phosphate rock to be loaded and on laydays.

The Seller shall then indicate the amount of the deposit for disbursements at the loading port to be made by the Shipowner.

If the product to be loaded is available in two ports, it shall be the option of the Seller to load in either of these ports. Such option shall however be announced by the Seller at the latest when he receives the seventy two (72) hours notice provided for in the “Chartering Conditions on Shipment” annexed hereto.

With the Seller’s agreement, other lots of the same grade to be shipped to other Receivers may be loaded on board the vessel chartered by the Buyer. In such case, if the various lots are not stored in separate holde, they will be invoiced to each Receiver on the basic of the corresponding individual bill of loading; the Seller not being involved in the distribution of the cargo at the unloading port.

C/ – Vessels for transportation of phosphate rock shall be chartered under the conditions annexed hereto (Chartering Conditions on Shipment).

In case the Charter Party signed by the Buyer does not, for whatever reason, include such conditions or the ship’s Master refuses to abide by then, the Seller shall debit the Buyer with any ensuring difference.

D/ – Prior to arrival of the vessel at the loading port, the Shipowner shall credit the Seller’s account, at a bank to be indicated by the letter, with a sufficient deposit in US Dollars to cover disbursements at the loading port, including possible despatch-money.

Should such a deposit not be made in due time or its amount not be sufficient to cover actual disbursements, the Seller shall reserve the right to refuse loading or keep the vessel until such time when necessary funds are received.

S.A. au capital DH 100.000.000 رأس مالها درهم

Direction Laâyoune :
Avenue Hassan II - Laâyoune BP 76 - 101 م.س ب 76 - العيون - الحسن الثاني
Téléphone : 048 89 36 28 الهاتف
Télécopieur : 048 89 42 15 - 048 89 41 81 - 048 89 14 84 مناسفة
Service Approvisionnements et Mûches مصلحة التوريدات والصنقات
Téléphone : 048 89 31 06 - 048 89 36 30 - 048 89 36 36 الهاتف

Siege Social Casablanca :
2, Rue Al Abtal - Hay Errahja - Casablanca الدار البيضاء - حي الراحة - الأبطال
Registre du Commerce : 39933 السجل التجاري
Téléphone : 022 23 00 25 - 022 23 01 35 - 022 23 10 25 - 022 23 20 25 الهاتف
Télécopieur : 21 934 - 21 024 - 24 033 تلغراف
Administration des Ventes إدارة المبيعات : 22 052 - 21 008

**FOSBUCRAA
PHOSBOUCRAA**

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 3

PHOSPHATE ROCK :

General conditions governing (****)

If however the Seller were to allow the ship's Master to hold over payment of whole or part of the amount of the disbursements in pursuance of Clause C of the Chartering Conditions on Shipment, the Buyer shall be advised by the Seller accordingly and shall be responsible vis-à-vis the Seller for the settlement of all the amount remaining due increased by an interest on arrears of 1% for each month as from the bill of lading date, a portion of a month being counted as a whole month.

E/ – As soon as the vessel has left the loading port, the Seller shall inform the Buyer, by telex or telegraph, of the quantity loaded as well as the day and time of departure of the vessel, her estimated date of arrival at the unloading port and, should it be the case, the amount of disbursements or the part of disbursements which has not been paid in cash.

3. WEIGHING - SAMPLING

A/ – The Buyer has the faculty to be present or represented at the weighing operations which shall be made while product is being loaded on the vessel. Should this faculty not be used, the weighing operations as performed by the Seller shall be final and only results thereof shall be binding.

B/ – For the purpose of establishing the moisture, BPL and Feral contents of the product, samples shall be drawn during the loading operations according to the usual methods. Phosphate rock thus drawn shall be used to make up six (6) two-bottle samples which shall be sealed by the Seller. One sample shall be sent to the Buyer by the ship's mail or by postal mail while the others shall be kept by the Seller for a period of six (6) weeks.

The Buyer has also the faculty to be present or represented at the sampling operations as described above. Should this faculty not be used, the operations as performed by the Seller shall be final and only samples thus drawn shall be binding.

4. ANALYSES

A/ – As soon as possible after each shipment, the Buyer and the Seller shall exchange, at a date to be agreed upon, the results of analyses made in their respective laboratories on the samples drawn during the loading operations displaying both moisture content of the product as delivered and dry basis BPL concentration.

In case the difference between the dry basis BPL contents shown by the two analyses is below or equal to one BPL unit per cent, the average of moisture contents of the product as delivered and the average of dry basis BPL contents shall be taken into consideration as concerns the corresponding cargo for the drafting of the debit or credit note provided for in Article 7 below.

B/ – In case the difference between the dry basis BPL contents shown by the two analyses is above one BPL unit per cent, one of the samples drawn during the loading operations shall be handed over by the Seller to the arbitration laboratory jointly appointed by the two parties.

Results of the analysis performed by such laboratory shall be accepted as final by the two parties and shall be taken into consideration for the drafting of the debit or credit note provided for in Article 7 below.

The cost of the arbitration analysis shall be borne by the party whose own findings display the largest difference with the dry basis BPL content shown by the arbitration analysis.

FOSBUCRAA
PHOSBOUCRAA

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 3

PHOSPHATE ROCK :

General conditions governing (****)

5. PRICE

A/ – The (****) price applies to one metric ton of dry rock (moistures deducted) had to a dry basis BPL content equal to the grade of reference.

B/ – The price shall be readjusted according to the final results of analysis for each cargo as reached in pursuance of Article 4 above, on a Rise/Fall basis per matric ton and per unit of dry basis BPL content above or below the grade of reference.

C/ – The Seller shall undertake to load and spout trim phosphate rock on board the Buyer's vessel (excluding any special trimming and levelling, which shall be borne by the Shipowner).

The cost of this loading operation is included in the price as defined above.

D/ – With the exception of export tax, all dues, duties and taxes to be paid under the regulations in force on goods or services or on the vessel for those goods or services when leaving the loading port, including dues, duties and taxes related to import into the receiving country, are not included in the price and shall therefore be borne by the Buyer when they are not at the Shipowner's expenses.

6. INVOICING AND PAYMENT

A/ – The invoice for each shipment shall be due at the date of the bill of lading. It shall be established, after loading, on the basis of the bill of lading weight minus moisture according to the percentage of reference.

B/ – The settlement of the invoice shall be made by way of irrevocable documentary letter of credit, confirmed by a first class international bank, to be paid at sight against the documents agreed upon by both parties prior to shipment. This letter of credit is to be opened fifteen (15) days before the vessel's loading date in favour of the Seller with a bank to be indicated by the latter. It should remain valid for a period of sixty (60) days, which may be extended on the request of either party. Such letter of credit is governed by the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce (1983 revision, publication Nr 400). All bank charges regarding in particular the opening, amendment, modification, confirmation and negotiation of the letter of credit shall be borne by the Buyer.

Debit notes shall be settled in cash by telegraphic transfer. The Buyer, as soon as he issues instructions to the bank for payment, shall send to the Seller a telex specifying the amount paid, the value date and the corresponding invoices and notes.

In case of delay, for whatever reason, in the settlement of all or part of the amount due to the Seller, the amount remaining to be paid shall be increased by an interest to be calculated, in case of invoices and notes annexed thereto, as from the fifteenth (15th) day following the bill of lading date, and, in case of separate debit notes, as from the fifteenth (15th) day following the date borne on these. In both cases, such calculation shall be made on the basis of the London Interbank Offered Rate (Libor) at six (6) months, as it is quoted on the date of the bill of lading, increased by a margin of three (3) per cent per year. Interests on arrears shall themselves be increased, under the same conditions as those applied to the principal sum, by interests to be calculated after each period of six (6) months. No dues, taxes or duties to be paid in relation with the settlement of interests in the Buyer's country shall be borne by the Seller. The payment of interests shall be made without any deduction whatsoever.

**FOSBUCRAA
PHOSBOUCRAA**

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 3

PHOSPHATE ROCK :

General conditions governing (****)

C/ – Each delivery being considered as a separates deal, the Seller may suspend deliveries for non-settlement of an invoice or a debit note.

If the Buyer goes into liquidation or bankruptcy or if he fails, whatever the reason be, to conform to the payment conditions agreed upon, the Seller shall reserve the right to cancel the contract with respect to the balance of deliveries. As for the quantities already delivered but still floating, the Seller may exercise his right to retain the cargo or the part of the cargo attributed to the Buyer.

In both cases, the Buyer shall remain accountable for the possible charges and damages thereof.

7. READJUSTMENT

A/ – At the end of each semester, the amount to be invoiced for each of the shipments made during that semester, shall be readjusted according to the moisture content and to the dry basis BPL concentration shown by the corresponding analysis as reached in pursuance of Article 4 above.

Such readjustment shall be used as a basis for a debit or a credit note to be sent by the Seller to the Buyer.

B/ – In case of dispute over Feral content of a cargo, the Seller shall request the arbitration laboratory to perform an analysis of the element in question on one of the samples drawn during the loading operations.

Should the arbitration analysis establish that Feral content, at the departure from the loading port, is higher than 1.5 %, the final dry basis BPL content as reached for the price variation shall be diminished by two BPL points per cent for each point of Feral in excess of 1.5 % and proportionately for fractions.

C/ – Readjustment shall in no case be accepted as a justification for delay in payment of invoices and debit notes related to the delivery.

8. INSURANCE

Phosphate rock shall be considered to have been delivered at the moment when it has actually passed on board the vessel at the loading port.

Insurance against all risks, be they marine or other, covering the value of phosphate rock increased, should it be the case, by disbursements or the part of disbursements which have not been paid in cash at the loading port, shall not be borne by the Seller who declines any responsibility for damages which may occur to the cargo from the moment when phosphate rock has been loaded.

9. RESALE AND ASSIGNMENT

Phosphate rock shall be used in the Buyer's own plants. It may not be resold as such without the Seller's written consent.

Should the Buyer lose, through transfer of ownership or merger or for any other reason, the property of his plants as they stand at the time of signature of the sale contract, the quantities of product remaining to be delivered shall be assigned, with the Seller's consent, to the new owners or successors, whether universal or not.

The Seller shall however reserve the right simply to cancel the delivery of such quantities and the cancellation in such case shall give rise to no indemnity.

10. FORCE MAJEURE

Any war, any prohibition or restriction, from a Government or local authority, affecting either the receiving country or the areas involved in

PHOSBOUCRAA

ADDENDUM N°9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 3

PHOSPHATE ROCK :

General conditions governing (****)

the shipping of product, floods, cyclones, earthquakes, fires, epidemics, general or partial strikes, whenever they may occur, lock-outs, stoppage of production in the Seller's operations or in the railway system transporting phosphate rock to the loading ports and any other cause beyond the control of the Seller and which impedes production, transportation or loading of phosphate rock represent, by express agreement, a case of force majeure. The party affected shall have to give notice of the event to the other party by registered letter and the only justification to be produced by the party affected shall be the evidence of the event invoked.

In a case such as mentioned above, shipments may be suspended until such hindrances are overcome or removed. Should the interruption of deliveries last more than three (3) months, the shipments thus delayed may be cancelled by either party and such cancellation shall be notified by registered letter. Cancellation of this nature shall give rise to no indemnity.

11. SAFEGUARD CLAUSE

The parties hereby expressly agree that, should the market conditions change in such a way as to cause a serious harm to either party while the sale contract is being implemented, they shall consult each other in order to take necessary steps to re-establish the equilibrium of the sale contract within the spirit which prevailed initially.

12. ARBITRATION

All disputes arising in connection with the sale contract shall be finally settled through arbitration to take place in Casablanca under the Rules of Conciliation and Arbitration of the International Chamber of Commerce of Paris by one or more arbitrators appointed in accordance with these Rules, Moroccan law being applied as to the substance of the matter.

Judicial acceptance and enforcement of the arbitration award may be requested by either party from any court having jurisdiction, in any country, on submission of the original copy or a duly certified copy of the award as well as the original copy or a duly certified copy of the sale contract.

The termination of the sale contract shall not prejudice any rights accruing at or before or in connection with the termination thereof or any remedies or proceedings with respect to such rights. The provisions of the sale contract with regard to arbitration shall have effect notwithstanding the termination thereof.

MADE OUT IN DUPLICATE

At Mexico City

On June 1, 2005

THE BUYER,

Jose Ramon Gonzalez de Salceda y Urbina

/s/ Jose Ramon Gonzalez de Salceda y Urbina

DIRECTOR GENERAL

At Casablanca

On February 16th, 2005

THE SELLER,

Mourad CHERIF

/s/ Mourad Cherif

PRESIDENT DIRECTOR GENERAL

APPENDIX 3
CHARTERING CONDITIONS ON SHIPMENT
AFRICANPHOS CIP

Concerning the chartering which will be effected by Buyers for the transportation of phosphate, the charterparty will have to stipulate the following conditions:

A - Before leaving his last port of discharge and at least three days before arriving at Safi or Jorf Lasfar or Laayoune or Casablanca, the Captain has to telegraph to :

PHOSPHATE-SAFI If loading is at Safi - Telex n° 71708 - 71784

Postal address: Office Chérifien des Phosphates. Service des Embarquements. Bolte Postale 26, Safi

PHOSPHAT-CASABLANCA if loading is at Casablanca - Telex no 25987 - 25095

Postal address: Office Chérifien des Phosphates, Service des Embarquements, Bolta Postale 119, Casablanca

PHOSTLS if loading is at Laayoune - Telex no 26796 - 26614

Postal address: PHOSPHATES DE BOUCRAA S.A. Bolta Postale : 26 - 101 Laayoune

MARPHORE if loading is at Jorf Lasfar - Telex n° 78964

stating the probable date of vessel's arrival, falling which an extra twenty four hours to be allowed to Shippers for loading.

In case telegraphic address is not admitted, the Captain will use postal address as indicated above.

B - At loading port, the vessel shall be consigned for her phosphate cargo and customs business to Shippers. Owners to pay in cash at loading port and according to the total tonnage loaded the sum hereunder stipulated (in Dirhams (DH) per metric ton loaded) as agency fee, Shippers having the right to choose at their expense the Shipbroker who will attend to Customs formalities:

from 1 to 3000 tons : 8.500 DH	from 10001 to 12500 tons : 16.000 DH	from 25001 to 30000 tons : 27.000 DH
from 3001 to 4000 tons : 10.000 DH	from 12501 to 15000 tons : 18.000 DH	from 30001 to 35000 tons : 30.000 DH
from 4001 to 5000 tons : 11.000 DH	from 15001 to 17500 tons : 20.000 DH	from 35001 to 40000 tons : 33.000 DH
from 5001 to 7500 tons : 12.000 DH	from 17501 to 20000 tons : 22.000 DH	above40000 tons : 33.000 DH
from 7501 to 10000 tons : 14.000 DH	from 20001 to 25000 tons : 24.000 DH	plus 1,000 dirhams per 2000 tons or fraction above 40000 tons

Should the Captain fail to apply to the Shippers' Agents named in the present charter, the Owners shall, in any case, pay to Shippers the agency fee mentioned above.

C - At port of loading, vessel to pay all customary dues and port expenses, all tolls (péagas) as well as all other charges customarily paid by the vessel, at the rates ruling on the date of the bill of lading. In application of the lawful regulations in force in Morocco, Owners shall pay in cash at port of loading all their disbursements including amounts due by them under clauses B, D and I. A sufficient amount for ship disbursements only, not exceeding one third of the freight, may be advanced to the Captain if required by him. In any case, an interest on arrears of 1% per month, a portion of month being counted as a whole month, shall be applied to the amount remaining due. A receipt of the letter to be endorsed on the bills of lading by the Captain. Shippers shall not be held responsible for the employment of these advances. The Shippers decline all responsibility towards Owners or Charterers, if, in order to avoid delaying the vessel's departure, they shall be called upon, on justification of the expenses, to advance the Captain amounts over and above one third of the freight.

D - The vessel will be loaded in turn not exceeding 48 running hours, Sundays, legal and local holidays included, counting from 7 a.m. or 1 p.m. after the vessel having been admitted in free pratique and written notice having been given to Shippers between usual office hours that she is ready to load. The cargo will be loaded into vessel's holds by Shippers. The Owners shall pay in case of FAS sale 2 US Dollars plus value added tax per ton of one thousand kilos loaded (bill of lading weight) for this operation. Leveling or any other special trimming required by the Captain shall be in all cases at Owners' expense and risk.

Vessel to supply free of charge the full use of windlasses, winches and necessary power. All supplementary expenses for working outside usual hours to be for account of the party ordering same and to be charged at the tariff according to the custom of the port. It is however pointed out that if such work is done at Shippers' request without the use of the vessel's derricks, the expenses charged by the Master may not exceed £12.00 per shift and will only be payable for actual hours of working.

E - Laydays to commence on expiry of turn according to clause D above or, if there is no turn at 1 p.m. If the vessel compiles with the prescribed conditions before noon, and at 7 a.m. on the following day if she compiles with the said conditions after noon, the Captain or his representative having advised Shippers in writing that he is ready to load and that the vessel, being in free pratique, has occupied the berth indicated by the Shippers. Legal and local holidays, each being considered as a day of 24 hours, and the time between 1 p.m. on Saturday and 7 a.m. on Monday shall not count as laydays, but if the loading proceeds during these periods or before laytime commences, only half time such

employed shall be deducted from the time saved for the calculation of despatch-money.

*Chartering conditions on shipment
Africanphos CIP*

APPENDIX 3

If necessary, vessel's holds shall be cleaned at vessel's expense before loading commences. All time occupied in shifting berths at Shippers' request shall count as laytime. Time allowed will be calculated based on the bill of lading weight expressed in metric tons.

Days to be of 24 consecutive hours, weather permitting (portions prorata) force majeure excepted.

The Captain is to facilitate the rapid loading of his vessel by all means on board. Vessel shall leave the loading berth as soon as loading is completed if the Captain is required to do so, failing which Owners are to indemnify Shippers for time so lost at the demurrage rate stipulated in clauses 1. Any delays which may be attributed to the vessel or her crew are not to count as laytime.

F - Provided the vessel puts at least two workable hatches as Shippers' disposal at loading (at Casablanca, Safi, Jorf Lasfar and Laayoune) the daily rate for loading to be (in metric tons):

- | | |
|---|---|
| * 3.000 tons with minimum time of 36 hours allowed for a loaded quantity up to 9.999 tons | |
| * 3.600 tons for 10.000 to 14.999 tons, loaded quantity | * 7.500 tons for 25.000 to 29.999 tons, loaded quantity |
| * 4.500 tons for 15.000 to 19.999 tons, loaded quantity | * 9.000 tons for 30.000 to 39.999 tons, loaded quantity |
| * 6.000 tons for 20.000 to 24.999 tons, loaded quantity | * 10.000 tons for 40.000 tons and above. |

If however the vessel provides a lower number of workable hatches than called for above the loading rate to be reduced in proportion to the number of workable hatches put at the Shipper's disposal.

The vessel will be loaded in the customary manner alongside the wharf reserved to Shippers at the berth indicated by them and according to their orders.

Shippers have the right to load by day and by night without interruption by all the hatches of the holds intended to receive the cargo.

G - Shippers guarantee that vessels can load and sail from their usual loading berth with a draught of :

At Casablanca : 30' at berths N° 1 and 2; 36' at berth N° 3
At Safi : 30'
At Jorf Lasfar : 44' at berth N°1
At Laayoune : 52' at berth N° 2

Should the vessel's draft make it necessary to complete loading at another berth or in the roads, Captain to obtain the necessary lighters at Owner's expense. The risk and cost of transport from the wharf to another berth or to the roads and transshipment expenses are to be borne by the vessel, and the time spent in loading at such other berth or in the roads and in shifting, not count as laytime.

H - Should loading be rendered impossible in consequence of a strike, lock-out or any other cause of force majeure beyond the Shippers' control, latter to give written notice to Receivers-Charterers (eventually by telegraph) latest on receipt of the telegraphic notice stipulated in clause A. If vessels have already telegraphed this preliminary notice, Shippers shall notify them and Receivers-Charterers of the case of force majeure as soon as this is known to them.

At any time before vessel's arrival at loading port or before loading commences Receivers-Charterers may notify Shippers of their intention to cancel the charter-party.

This cancellation is to become effective if within 48 running hours following the receipt of this notification shippers have not declared that they are able to load. In case the charter-party should be maintained, the time shall count as stipulated in article E above notwithstanding the invocation of the case of force majeure.

At any time during the interruption of the loading owing to force majeure. Shippers have the right to ask the Receivers-Charterers to cancel the charter-party by giving 48 running hours notice.

If the vessel has started loading, the Captain to have option of sailing 48 running hours after the interruption through force majeure with the quantity loaded unless within this delay, shippers declare that they are able to load, time counting notwithstanding the invoked case of force majeure. Should the vessel sail with a part of cargo, shippers could not be mixed up in the discussion between Charterers and Owners concerning the freight settlement of part of the cargo.

I - Demurrage at loading port if any, to be paid to Owners at the rate of 0.16 US Dollars per gross register ton per running day (portions prorata).

For all working time saved as port of loading, Owners to pay in cash to Shippers despatch-money at half of the demurrage rate per day (portions prorata). It is understood that despatch-money will only be calculated on time saved after expiration of the actual turn, if any (see clause E.) Any delays which may be attributed to the vessel or her crew shall not count as laydays.

*Chartering Conditions on shipment
Africanphos CIP*

APPENDIX 3

J - Should only part of the vessel be chartered, the owners shall have the option of completing her, in agreement with Charterers and Office Chérifien des Phosphates, up to a full cargo with other goods, either before or after loading the phosphate. Owners shall ensure under penalty of damages, proper separation of such goods from the phosphates in order to avoid any mixing or communication of moisture, such goods, however, not to consist of either are or phosphate of whatsoever origin, unless authorized by the Office Chérifien des Phosphates. Under no circumstances shall the complementary cargo be discharged at the same time as the phosphate.

In order to determine moisture of phosphate acquired during the transport, Captain to receive a sample taken during the loading in accordance with the contract.

K - In case of dispute between the Shippers and Captain on the interpretation of the clauses of the charter-party, the Captain will sign papers or official documents as presented to him by the Shippers, in as many copies as required by them in respect of all or part of the cargo on board, endorsing his objections any discussion on the matter being reserved to Owners.

MADE OUT IN DUPLICATE

At Mexico City

At Casablanca

On June 1, 2005

On February 16th , 2005

THE BUYER,

THE SELLER,

Jose Ramon Gonzalez de Salceda y Urbina

Mourad CHERIF

/s/ Jose Ramon Gonzalez de Salceda y Urbina

/s/ Mourad Cherif

DIRECTOR GENERAL

PRESIDENT DIRECTOR GENERAL

ADDENDUM N °9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 4

The price of (****) and the price (****) shall be determined in accordance with the following:

1. It is intended between OCP and INNOPHOS FM that:

- as from (****), shall be equal (****) during the semester starting January 1st, and ending June 30th, preceding the considered Contract Year (the reference semester),
- as from (****) 1st, and ending June 30th, preceding the considered Contract Year (the reference semester).

2. (****)

3. (****)

ADDENDUM N °9 BETWEEN OCP AND INNOPHOS FM
DATED FEBRUARY 16TH, 2005
TO THE AGREEMENT BETWEEN OCP AND TI
DATED SEPTEMBER 10TH, 1992

APPENDIX 4

4. (**)**

2.

SALE CONTRACT ADDENDUM N°12

BETWEEN OCP AND RHODIA FM

DATED SEPTEMBER 24TH, 2003



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

SALE CONTRACT ADDENDUM N°12

BETWEEN OCP AND RHODIA FM

DATED SEPTEMBER 24TH, 2003

SALE CONTRACT ADDENDUM N°12

This Sale contract Addendum N°12 entered into as of the 10th day of September, 2003 by and between:

OFFICE CHERIFIEN DES PHOSPHATES (OCF)

Angle route d'El Jadida et Bd de

la Grande Ceinture, CASABLANCA - (MOROCCO)

ON THE ONE PART,

AND :

RHODIA FOSFATADOS DE MEXICO S.A. DE C.V. (RHODIA FM)

Corporativo Plaza Inn

Avenida Insurgentes Sur No. 1971

Edificio III Piso 6

Colonia Guadalupe Inn

C.P. 01020

MEXICO, D.F.

ON THE OTHER PART.

WITNESSETH

WHEREAS, OCP and RHODIA FM are parties to that certain Agreement-effective as of September 10th, 1992, and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5, N°6 and N°7, for sale and purchase of (****) ("Agreement"); and,

WHEREAS, Article III of the Agreement provides that the parties will execute a Sale Contract Addendum with respect to the twelveth Contract Year of the Agreement.

WHEREAS, the parties have agreed that the terms and conditions of the Sale Contract Addendum for the twelveth Contract Year of the term of the Agreement shall be as hereinafter set forth,



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GRUPE OFFICE CHERIFIEN DES PHOSPHATES

SALE CONTRACT ADDENDUM N°12

BETWEEN OCP AND RHODIA FM

DATED SEPTEMBER 24TH, 2003

2.

NOW, THEREFORE, OCP and RHODA FM agree as follows:

1. PRODUCT

(****) phosphate rock (****).

2. PERIOD OF DELIVER Y

From September 10th, 2003 to September 9th, 2004, bill of lading dates.

3. QUANTITY

(****) metric tons Ten percent more or less.

4. LOADING PORTS

Casablanca or Jorf Lasfar (Morocco) at OCP's option.

5. DISCHARGING PORT

Coatzacoalcos, Veracruz, Mexico.

6. PRICE

(****) BPL dry basis FOB Casablanca or Jorf Lasfar.

7. PRICE ADJUSTMENT

During the twelveth Contract Year, the above price shall be adjusted according to final results of analysis of dry basis BPL contents in accordance with Articles 4 and 7 of General Conditions Governing (****) annexed to the Agreement, on a rise/fall basis of (****) per metric ton per unit (proportionately for fractions) of dry basis BPL content above or below (****).

8. PAYMENT

Notwithstanding provisions of Article 6/B of the General Conditions Governing (****) annexed to the Agreement, payment of OCP's commercial invoices will be made in US Dollars by way of telegraphic bank transfers through BANQUE MAROCAINE DU COMMERCE EXTERIEUR, 3, Rue Boudreau 75009 Paris (FRANCE) at 30 (THIRTY) days from bill of lading dates.



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

SALE CONTRACT ADDENDUM N°12

BETWEEN OCP AND RHODIA FM

DATED SEPTEMBER 24TH, 2003

3.

In case of delay, for whatever reason, any amount remaining to be paid shall be increased by an interest to be calculated as from the 31st day following the bill of lading date according to the terms of Article 6/B of governing General Conditions.

Any bank charges other than those of the above bank shall be borne by RHODIA FM.

Other terms of paragraph 6/B of governing General Conditions remain valid.

9. INVOICING

The moisture of 1 (ONE) % will be deducted from the bill of lading weight, and adjustments will be made according to final results of analysis for each cargo as reached in pursuance of Article 4 of the General Conditions Governing (****) annexed to the Agreement.

10. LOADING CONDITIONS

- Loading turn : 12 hours.
- Loading time : 3 days SHINC for the cargoes between 40,000 and 50,000 metric tons.
- Other conditions : as per Chartering Conditions on Shipment annexed to the Agreement.

11. LOADING AND TRIMMING

Notwithstanding provisions of the first paragraph of the Article 5/C of General Conditions Governing (****) annexed to the Agreement, OCP shall undertake to load phosphate rock on board RHODIA FM's vessels. Loading of the cargo at Casablanca port is accomplished by using the retractable loading spout at a vertical position, inside the section of hold opening (any special trimming and leveling, if required, shall be borne by the shipowner).



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

SALE CONTRACT ADDENDUM N°12

BETWEEN OCP AND RHODIA FM

DATED SEPTEMBER 24th, 2003

4.

12. AGENCY FEES FOR LOADING BULK PRODUCT

Notwithstanding provisions of Article B of Chartering Conditions on Shipment annexed to the Agreement, the Agency Fees, which will be in force and applied by Moroccan authorities for vessels loading phosphate rock at Moroccan ports, are as follows:

SHIPS INTAKE	MOROCCAN DIRHAMS
From 0 to 1,000 metric tons	(****)
From 1,001 to 3,000 metric tons	(****)
From 3,001 to 4,000 metric tons	(****)
From 4,001 to 5,000 metric tons	(****)
From 5,001 to 7,500 metric tons	(****)
From 7,501 to 10,000 metric tons	(****)
From 10,001 to 12,500 metric tons	(****)
From 12,501 to 15,000 metric tons	(****)
From 15,001 to 17,500 metric tons	(****)
From 17,501 to 20,000 metric tons	(****)
From 20,001 to 25,000 metric tons	(****)
From 25,001 to 30,000 metric tons	(****)
From 30,001 to 35,000 metric tons	(****)
From 35,001 to 40,000 metric tons	(****)
Above 40,000 metric tons and per 2.000 metric tons or fraction	(****)

13. Except as amended by the terms of this Sale Contract Addendum N°12, the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5; N°6 and N°7 remain unmodified and in full force and effect.

14. All capitalized terms used in this Sale Contract Addendum N°12, and not otherwise defined herein, shall have the meanings set forth in the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5, N°6 and N°7.

IN WITNESS WHEREOF, OCP and RHODIA FM have caused this Sale Contract Addendum N°12 to be executed as of the 10th day of September 2003.

MADE OUT IN DUPLICATE ORIGINALS ON SEPTEMBER 24TH, 2003.

RHODIA FOSFATADOS DE
MEXICO S.A. DE C.V.

OFFICE CHERIFIEN DES PHOSPHATES

by: /s/ Illegible

Director General

by: /s/ Mourad Cherif

Mourad CHERIF
THE DIRECTOR GENERAL,

المكتب الشريف للفوسفات

Office Chérifien des Phosphates

AMENDMENT N°1 DATED APRIL 24TH, 2004

TO THE SALE CONTRACT ADDENDUM N°12

DATED SEPTEMBER 24TH, 2003

BETWEEN OCP AND RHODIA FM

المقر الإجمالي 2. زنقة الأبطال - حي الواحة (سابقا) زاوية طريق الجديدة وسرور الحزام الكبير) الدار البيضاء - المغرب - صندوق البريد 5196 - التعريف الجماعي 02220794 - السجل التجاري 40 327
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jodida et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. : Mairif 5196 - Identification Fiscale : 02220794 - Registre de Commerce 40 327

تليكس	Télex	الهاتف	Téléphone	مناسخة	Télécopieur
المديرية العامة :	24 024 - 24 033 - 21 934	022 23 00 25 - 022 23 10 25	022 99 83 79 : التزويدات والصفقات	022 99 83 79 : التزويدات والصفقات	022 99 83 79 : التزويدات والصفقات
إدارة المبيعات :	21 008 - 21 863	022 23 01 25 - 022 23 20 25	إدارة المبيعات :	022 23 06 35 : إدارة المبيعات	022 23 06 35 : إدارة المبيعات
			المديرية المالية :	022 99 83 87 : المديرية المالية	022 99 83 87 : المديرية المالية

المكتب الشريف للفوسفات

Office Chérifien des Phosphates

AMENDMENT N°1 TO THE SALE CONTRACT
ADDENDUM N°12 DATED SEPTEMBER 24TH, 2003
BETWEEN OCP AND RHODIA FM

AMENDMENT N°1 TO THE SALE CONTRACT N°12

This Amendment N°1 to the Sale Contract Addendum N°12 entered into as of the 10th day of September 2003 by and between:

OFFICE CHERIFIEN DES PHOSPHATES (OCP)
2, Rue Al Abtal – Hay Erraha – CASABLANCA
MOROCCO

On the one part,

AND :

RHODIA FOSFATADOS DE MEXICO S.A. DE C.V. (RHODIA FM)
Avenida Insurgentes Sur N°, 1971
Edificio III Piso 6
Colonia Guadalupe Inn
C.P. 01020
MEXICO, D.F.

On the other part

WHEREAS, OCP and RHODIA FM are parties to that certain Agreement effective as of September 10th, 1992 and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6 and N°7 for the sale and purchase of (****) (“Agreement”); and,

WHEREAS, OCP is willing to supply RHODIA FM with phosphate rock (****); and,

WHEREAS, OCP and RHODIA FM are parties to the Sale Contract Addendum N°12 dated September 24th, 2003; and,

WHEREAS, OCP and RHODIA FM have agreed that the terms and conditions of the Sale Contract Addendum N°12 shall be amended as hereinafter set forth.

40 327	المقر الاجتماعي : 2 - زنقة الأبطال - حي الواحة (سابقا : زاوية طريق الجديدة - مسرح الحزام الكبير) - الدار البيضاء - المغرب - صندوق البريد : المعارف 5196 - الترخيص الجماعي : 02220794 - السجل التجاري : 40 327			
Siege Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jodido et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. : Mairie 5196 - Identification Fiscale : 02220794 - Registre de Commerce : 40 327				
Télécopieur	مناسبة	Téléphone الهاتف	Télex	تليكس
Approvisionnement et Marchés : 022 99 83 79	التزويدات والمبيعات : 022 99 83 79	022 23 00 25 022 23 10 25	Direction Générale : 24 024 - 24 033 - 21 934	المديرية العامة : 24 024 - 24 033 - 21 934
Administration des Ventes : 022 23 06 35	إدارة المبيعات : 022 23 06 35	022 23 01 25 022 23 20 25	Administration des Ventes : 21 008 - 21 863	إدارة المبيعات : 21 008 - 21 863
Direction Financière : 022 99 83 87	المديرية المالية : 022 99 83 87			

NOW, therefore, OCP and RHODIA FM agree as follows:

1. The Article N°1 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“1. PRODUCT

The phosphate rock to be sold and delivered to RHODIA FM during the twelfth Contract Year shall be (****).

The standard chemical and screen analysis of (****) are hereto annexed as schedule I and II respectively.”

2. The Article N°3 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“3. QUANTITIES

(****)

3. The Article N°6 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“6. PRICES

The prices FOB Casablanca or Jorf Lasfar of phosphate rock will be:

(****)

4. The Article N°7 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows;

“ 7. PRICE ADJUSTMENT

During the twelfth Contract Year, the above prices of (****) shall be adjusted, according to final results of analysis of dry basis (****) in accordance with Articles 4 and 7 of General Conditions Governing (****) annexed to the Agreement, on a rise/fall basis of (****) per metric ton per unit (proportionately for fractions) of dry basis BPL content above or below (****).”

5. Except as specifically set forth in this Amendment N°1 of the terms and conditions of the Sale Contract Addendum N°12 and of the Agreement, as amended, shall continue in full force and effect.

6. All capitalized terms used in this Amendment N°1 and not otherwise defined herein shall have the meanings set forth in the Agreement as amended.

IN WITNESS WHEREOF, OCP and RHODIA FM have caused this Amendment N°1 to be duly executed as of the 10th day of September 2003.

MADE OUT IN DUPLICATE ORIGINALS ON APRIL 26TH, 2004

**RHODIA FOSFATADOS DE
MEXICO S.A. DE C.V. (RHODIA FM)**

BY /s/ Illegible

OFFICE CHERIFIEN DES PHOSPHATES

BY /s/ Mourad Cherif
Mourad CHERIF
DIRECTOR GENERAL

SCHEDULE I

GRADE : (**)
STANDARD SPECIFICATIONS
CHEMICAL ANALYSIS**

ELEMENTS	PROMINENT (%)
BPL	(****)
CO2	(****)
SO3	(****)
SiO2	(****)
CaO	(****)
MgO	(****)
Fe2O3	(****)
Al2O3	(****)
Na2O	(****)
K2O	(****)
F	(****)
Cl.	(****)
C. Org.	(****)

ABOVE SPECIFICATIONS ARE GIVEN ON INDICATION BASIS.

SCHEDULE II

GRADE : (**)**
STANDARD SPECIFICATIONS
SCREEN ANALYSIS
(Compound oversize)

SIZING IN MICRONS		PROMINENT (%)
Above	2.000	(****)
“	1.000	(****)
“	800	(****)
“	630	(****)
“	500	(****)
“	400	(****)
“	315	(****)
“	200	(****)
“	160	(****)
“	100	(****)
“	80	(****)
“	63	(****)
“	50	(****)
“	40	(****)

ABOVE SPECIFICATIONS ARE GIVEN ON INDICATION BASIS.



المكتب الشريف للفوسفات

Office Chérifien des Phosphates

مجموعة المكتب الشريف للفوسفات

GROUPE OFFICE CHERIFIEN DES PHOSPHATES

Casablanca, on September 4th, 200_

DC/E - n°178

**RHODIA FOSFATADOS DE MEXICO
S.A. DE C.V. (RHODIA FM)
Avenida Insurgentes Sur N°. 1971
Edificio III Piso 6
Colonia Guadalupe Inn
C.P. 01020**

MEXICO, D.F.

**LETTER ANNEXED TO THE AMENDMENT N°1 DATED SEPTEMBER 4TH, 2003
TO THE SALE CONTRACT ADDENDUM N°11 DATED AUGUST 3RD, 2002**

Dear Sirs ,

Further to our recent discussions and in view of our long term relationship and to further strengthen a mutually profitable co-operation, I am pleased to confirm you that OFFICE CHERIFIEN DES PHOSPHATES grants you a trial (****) per invoiced metric ton of phosphate rock (****) shipped on September 4th, 2003.

The corresponding credit note is to be issued together with the commercial invoice of the shipment.

As the effort thus made by OFFICE CHERIFIEN DES PHOSPHATES is a exception, I would highly appreciate your keeping this rebate strictly confidential.

For the sake of good order, I would be grateful for your returning to me on original copy of this letter duly dated and bearing your signature for acceptance.

Yours faithfully,

Accepted By

/s/ Illegible

Illegible

Director General

On 17 March 200_

/s/ Mourad Cherif

Mourad CHERIF

The Director General,

المكتب الشريف للفوسفات

Office Chérifien des Phosphates

AMENDMENT N°2 BETWEEN OCP AND RHODIA FM

TO THE SALE CONTRACT ADDENDUM N° 12

DATED SEPTEMBER 24TH, 2003

المقر الاجتماعي : 2, زنقة الأبطال، حي الراحة (سابقا، زاوية طريق المدينة وسرع الحزام الكبير)، الدار البيضاء، المغرب - صندوق البريد : المعارف 5196 - التعريف الجمالي : 02220794 - السجل التجاري : 40 327
Siège Social : 2, Rue Al Abtal - Hay Erroha [Ex : Angle Route d'El Jadda et Bd de la Grande Ceinture] - Casablanca - MAROC - R.P. : 5196 - Identification Fiscale : 02220794 - Registre de Commerce 40 327

تيليكون	Télex	الهاتف	Téléphone	مناسبة	Télécopieur
المديرية العامة : إدارة المبيعات :	Direction Générale : 24 024 - 24 033 - 21 934 Administration des Ventes : 21 008 - 21 863	022 23 00 25 022 23 10 25 022 23 01 25 022 23 20 25	022 99 83 79 : 022 23 06 35 : 022 99 83 87 :	التزويدات والصفقات : إدارة المبيعات : المديرية العامة :	022 99 83 79 : 022 23 06 35 : 022 99 83 87 :

AMENDMENT N°2 TO THE SALE CONTRACT ADDENDUM N°12

This Amendment N°2 to the Sale Contract Addendum N°12 entered into as of the 10th day of September 2003 by and between:

OFFICE CHERIFIEN DES PHOSPHATES (OCP)

Acting for its account and on behalf of its affiliate

PHOSPHATES DE BOUCRAA SA “PHOSBOUCRAA”

2, Rue Al Abtal—Hay Erraha
Casablanca —MOROCCO

on the one part,

and:

RHODIA FOSFATADOS DE MEXICO, S.A. DE CV. (RHODIA FM)

Domicilio Conocido S/N Complejo Industrial
Pajaritos Carretera a Villahermosa KM.5
Coatzacoalcos;
Veracruz. C.P.96380— MEXICO

on the second part.

WHEREAS, OCP and RHODIA FM are parties to that certain Agreement effective as of September 10th, 1992 and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6 and N°7 for the sale and purchase of (****) (“Agreement”); and,

WHEREAS, OCP is willing to supply RHODIA FM (****)

WHEREAS, OCP and RHODIA FM are parties to the Sale Contract Addendum N°12 dated September 24th, 2003; and,

WHEREAS, OCP and RHODIA FM have agreed that the terms and conditions of the Sale Contract Addendum N°12 shall be amended as hereinafter set forth.

المقر الاجتماعي: 2، زنقة الأبتال - حي الراحة (سابقا زاوية طريق الجديدة وسرع الحزام الكبير) - الدار البيضاء، المغرب - صندوق البريد - المعارف 5196 - الشريف الجبائي 02220794 - السجل التجاري: 40327
Siège Social: 2, Rue Al Abtal - Hay Erraha (Ex - Angle Route d'El Jachda et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. - Mairif 5196 - Identification Fiscale: 02220794 - Registre de Commerce: 40327

تليكس	Télex	الهاتف	Téléphone	مناسخة	Télécopieur
المديرية العامة	24 024 - 24 033 - 21 934	022 23 00 25 022 23 10 25	022 99 83 79	التوريدات والصفقات	Approvisionnements et Marchés
إدارة المبيعات	21 008 - 21 863	022 23 01 25 022 23 20 25	022 23 06 35	إدارة المبيعات	Administration des Ventes
			022 99 83 87	المديرية المالية	Direction Financière

NOW, therefore, OCP and RHODIA FM agree as follows:

1. The Sale Contract Addendum N°12 is hereby amended by including thereof the following schedules, attached hereto, which will be an integral part of the Sale Contract Addendum N°12:

Schedule 1: General Conditions governing (****) and Chartering Conditions on Shipment of PHOSBOUCRAA.

Schedule 2: Standard Specifications (Chemical and Screen Analysis) of (****).

2. The Article N°1 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“1. PRODUCTS

The phosphate rock to be sold and delivered to RHODIA FM shall be (****).”

3. The Article N°3 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“3. QUANTITIES

- (****)
- (****)
- (****)”

4. The Article N°4 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“4. LOADING PORTS

- Casablanca (Morocco) (****)
- Laâyoune (Morocco) (****)

5. The Article N°6 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“6. PRICES

The prices of phosphate rock will be:

- (****)
- (****)
- (****)”

6. The Article N°7 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“7. PRICE ADJUSTMENT

7.1. During the twelfth Contract Year, the above prices of (****) are to be adjusted, according to final results of analysis of dry basis BPL contents in accordance with Articles 4 and 7 of General Conditions Governing (****) annexed to the Agreement as Appendix 2, on a rise/fall basis of (****) per metric ton per unit (proportionately for fractions) of dry basis BPL content above or below (****).

7.2. (****)”

7. The Article N°8 of the Sale Contract Addendum N°12 is hereby amended by deleting the first paragraph thereof and inserting in its place the following:

“Notwithstanding provisions of Article 6/B of the General Conditions Governing (****) annexed to the Agreement as Appendix 2 and to this Amendment N°2 as Schedule 1 payment of OCP’s and PHOSBOUCRAA’s commercial invoices is to be made in US Dollars by way of telegraphic bank transfer through BANQUE MAROCAINE DU COMMERCE EXTERIEUR, 3, Rue Boudreau 75009 Paris (FRANCE) at 30 (THIRTY) days from bill of lading dates.”

8. The Article N°9 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“ 9. INVOICING

The moisture of 1 (ONE) % is to be deducted from the bill of lading weight. The moisture adjustments are to be made only for (****) according to final results of analysis for each cargo as reached in pursuance of Article 4 of the General Conditions Governing (****) annexed to the Agreement as Appendix 2.”

9. The Article N°10 of the Sale Contract Addendum N°12 is hereby amended to read in its entirety as follows:

“10. LOADING CONDITIONS

- Loading turn : 12 hours.
- Loading time : 3 days SHINC for the cargoes between 40,000 and 50,000 metric tons.
- Other conditions : as per Chartering Conditions on Shipment annexed to the Agreement as Appendix 2 and to the Amendment N°2 as Schedule 1.”

10. The Article N°12 of the Sale Contract Addendum N°12 is hereby amended by deleting the first paragraph thereof and inserting in its place the following:

“Notwithstanding provisions of Article B of Chartering Conditions on Shipment annexed to the Agreement as Appendix 2 and to the Amendment N°2 as Schedule 1, the Agency Fees, which are in force and applied by Moroccan authorities for vessels loading phosphate rock at Moroccan ports, are as follows:”

11. Except as specifically set forth in this Amendment N°2 all the terms and conditions of the Sale Contract Addendum N°12, as amended, shall continue in full force and effect.

12. All capitalized terms used in this Amendment N°2 and not otherwise defined herein shall have the meanings set forth in the Sale Contract Addendum No 12 as amended.

IN WITNESS WHEREOF, OCP and RHODIA FM have caused this Amendment N°2 to be duly executed in duplicate originals as of the 10th day of September 2003.

MADE OUT IN DUPLICATE ORIGINALS ON AUGUST 12TH, 2004

At Mexico City

RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.

BY: Jose Ramon Gonzalez de Salceda y Urbina

/s/ Jose Ramon Gonzalez de Salceda y Urbina

DIRECTOR GENERAL

At Casablanca

OFFICE CHERIFIEN DES PHOSPHATES

BY: Mourad CHERIF

/s/ Mourad Cherif

DIRECTOR GENERAL

SCHEDULE 1**PHOSPHATE ROCK
GENERAL CONDITIONS GOVERNING (****)****1. ORIGIN OF PRODUCT**

Phosphate rock supplied by the Seller shall be natural phosphate of line of Moroccan origin.

2. DELIVERIES - CHARTERING

A/ - Deliveries shall be made in bulk on board vessels chartered by the Buyer and shall be spread as evenly as possible over all the duration of the sale contract.

Phosphate rock of other origins shall not be loaded on vessels thus chartered without prior authorization, of the Seller.

B/ - Prior to the chartering of each vessel, the Buyer shall secure the agreement of the Seller on the specifications of the vessel as well as on the quality and quantity of phosphate rock to be loaded and on laydays.

The Seller shall then indicate the amount of the deposit for disbursements at the loading port to be made by the Shipowner.

If the product to be loaded is available in two ports, it shall be the option of the Seller to load in either of these ports. Such option shall however be announced by the Seller at the latest when he receives the seventy two (72) hours notice provided for in the "Chartering Conditions on Shipment" annexed hereto.

With the Seller's agreement, other lots of the same grade to be shipped to other Receivers may be loaded on board the vessel chartered by the Buyer. In such case, if the various lots are not stowed in separate holds, they will be invoiced to each Receiver on the basis of the corresponding individual bill of lading; the Seller not being involved in the distribution of the cargo at the unloading port.

C/ - Vessels for transportation of phosphate rock shall be chartered under the conditions annexed hereto (Chartering Conditions on Shipment).

In case the Charter Party signed by the Buyer does not, for whatever reason, include such conditions or the ship's Master refuses to abide by them, the Seller shall debit the Buyer with any ensuing difference.

D/ - Prior to arrival of the vessel at the loading port, the Shipowner shall credit the Seller's account, at a bank to be indicated by the latter, with a sufficient deposit in US Dollars to cover disbursements at the loading port, including possible despatch-money.

Should such a deposit not be made in due time or its amount not be sufficient to cover actual disbursements, the Seller shall reserve the right to refuse loading or keep the vessel until such time when necessary funds are received.

ش.م. رأس مالها درهم 100.000.000 DH au capital S.A.

Direction Laâyoune :
Avenue Hassan II - Laâyoune BP : 76 - 101 ص ب
Téléphone : 048 89 36 28
Télécopieur : 048 89 42 15 - 048 89 41 81 - 048 89 14 84
Service Approvisionnement et Marchés :
Téléphone : 048 89 31 06 - 048 89 36 30 - 048 89 36 36

إدارة العيون :
شارع الحسن الثاني - العيون
الهاتف :
مناخنة :
مصلحة التوريدات والصفقات :
الهاتف :

Siège Social Casablanca :
2, Rue Al Abtal - Hay Errabia - Casablanca
Registre du Commerce : 39933
Téléphone : 022 23 00 25 - 022 23 01 25 - 022 23 10 25 - 022 23 20 25
Télex : 21 934 - 24 024 - 24 033
Administration des Ventes : 22 052 - 21 008

مقر الاجتماعى الدار البيضاء
2, زقة الأبطال - حي الراحة - الدار البيضاء
السجل التجارى :
الهاتف :
تلكس :
إدارة المبيعات :

PHOSPHATE ROCK :

General conditions governing (****)

If however the Seller were to allow the ship's Master to hold over payment of whole or part of the amount of the disbursements in pursuance of Clause C of the Chartering Conditions on Shipment, the Buyer shall be advised by the Seller accordingly and shall be responsible vis-a-vis the Seller for the settlement of all the amount remaining due increased by an interest on arrears of 1% for each month as from the bill of lading date; a portion of a month being counted as a whole month.

E/ – As soon as the vessel has left the loading port, the Seller shall inform the Buyer, by telex or telegraph, of the quantity loaded as well as the day and time of departure of the vessel, her estimated date of arrival at the unloading port and, should it be the case, the amount of disbursements or the part of disbursements which has not been paid in cash.

3. WEIGHING - SAMPLING

A/ – The Buyer has the faculty to be present or represented at the weighing operations which shall be made while product is being loaded on the vessel. Should this faculty not be used, the weighing operations as performed by the Seller shall be final and only results thereof shall be binding.

B/ – For the purpose of establishing the moisture, BPL and Feral contents of the product, samples shall be drawn during the loading operations according to the usual methods. Phosphate rock thus drawn shall be used to make up six (6) two-bottle samples which shall be sealed by the Seller. One sample shall be sent to the Buyer by the ship's mail or by postal mail while the others shall be kept by the Seller for a period of six (6) weeks.

The Buyer has also the faculty to be present or represented at the sampling operations as described above. Should this faculty not be used, the operations as performed by the Seller shall be final and only samples thus drawn shall be binding.

4. ANALYSES

A/ – As soon as possible after each shipment, the Buyer and the Seller shall exchange, at a date to be agreed upon, the results of analyses made in their respective laboratories on the samples drawn during the loading operations displaying both moisture content of the product as delivered and dry basis BPL concentration.

In case the difference between the dry basis BPL contents shown by the two analyses is below or equal to one BPL unit per cent, the average of moisture contents of the product as delivered and the average of dry basis BPL contents shall be taken into consideration as concerns the corresponding cargo for the drafting of the debit or credit note provided for in Article 7 below.

B/ – In case the difference between the dry basis BPL contents shown by the two analyses is above one BPL unit per cent, one of the samples drawn during the loading operations shall be handed over by the Seller to the arbitration laboratory jointly appointed by the two parties.

Results of the analysis performed by such laboratory shall be accepted as final by the two parties and shall be taken into consideration for the drafting of the debit or credit note provided for in Article 7 below.

The cost of the arbitration analysis shall be borne by the party whose own findings display the largest difference with the dry basis BPL content shown by the arbitration analysis.

PHOSPHATE ROCK:

General conditions governing (****)

5. PRICE

A/ – The (****) price applies to one metric ton of dry rock (moisture deducted) and to a dry basis BPL content equal to the grade of reference.

B/ – The price shall be readjusted according to the final results of analysis for each cargo as reached in pursuance of Article 4 above, on a Rise/Fall basis per metric ton and per unit of dry basis BPL content above or below the grade of reference.

C/ – The Seller shall undertake to load and spout trim phosphate rock on board the Buyer's vessel (excluding any special trimming and levelling, which shall be borne by the Shipowner).

The cost of this loading operation is included in the price as defined above.

D/ – With the exception of export tax, all dues, duties and taxes to be paid under the regulations in force on goods or services or on the vessel for these goods or services when leaving the loading port, including dues, duties and taxes related to import into the receiving country, are not included in the price and shall therefore be borne by the Buyer when they are not at the Shipowner's expenses.

6. INVOICING AND PAYMENT

A/ – The invoice for each shipment shall be due at the date of the bill of lading. It shall be established, after loading, on the basis of the bill of lading weight minus moisture according to the percentage of reference.

B/ – The settlement of the invoice shall be made by way of irrevocable documentary letter of credit, confirmed by a first class international bank, to be paid at sight against the documents agreed upon by both parties prior to shipment. This letter of credit is to be opened fifteen (15) days before the vessel's loading date in favour of the Seller with a bank to be indicated by the latter. It should remain valid for a period of sixty (60) days, which may be extended on the request of either party. Such letter of credit is governed by the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce (1983 revision, publication Nr 400). All bank charges regarding in particular the opening, amendment, modification, confirmation and negotiation of the letter of credit shall be borne by the Buyer.

Debit notes shall be settled in cash by telegraphic transfer. The Buyer, as soon as he issues instructions to the bank for payment, shall send to the Seller a telex specifying the amount paid, the value date and the corresponding invoices and notes.

In case of delay, for whatever reason, in the settlement of all or part of the amount due to the Seller, the amount remaining to be paid shall be increased by an interest to be calculated, in case of invoices, and notes annexed thereto, as from the fifteenth (15th) day following the bill of lading date, and, in case of separate debit notes, as from the fifteenth (15th) day following the date borne on these. In both cases, such calculation shall be made on the basis of the London Interbank Offered Rate (Libor) at six (6) months, as it is quoted on the date of the bill of lading, increased by a margin of three (3) per cent per year. Interests on arrears shall themselves be increased, under the same conditions as those applied to the principal sum, by interests to be calculated after each period of six (6) months. No dues, taxes or duties to be paid in relation with the settlement of interests in the Buyer's country shall be borne by the Seller. The payment of interests shall be made without any deduction whatsoever.

PHOSPHATE ROCK :

General conditions governing (****)

C/ – Each delivery being considered as a separate deal, the Seller may suspend deliveries for non-settlement of an invoice or a debit note.

If the Buyer goes into liquidation or bankruptcy or if he fails, whatever the reason be, to conform to the payment conditions agreed upon, the Seller shall reserve the right to cancel the contract with respect to the balance of deliveries. As for the quantities already delivered but still floating, the Seller may exercise his right to retain the cargo or the part of the cargo attributed to the Buyer.

In both cases, the Buyer shall remain accountable for the possible charges and damages thereof.

7. READJUSTMENT

A/ – At the end of each semester, the amount to be invoiced for each of the shipments made during that semester, shall be readjusted according to the moisture content and to the dry basis BPL concentration shown by the corresponding analysis as reached in pursuance of Article 4 above.

Such readjustment shall be used as a basis for a debit or a credit note to be sent by the Seller to the Buyer.

B/ – In case of dispute over Feral content of a cargo, the Seller shall request the arbitration laboratory to perform an analysis of the element in question on one of the samples drawn during the loading operations.

Should the arbitration analysis establish that Feral content, at the departure from the loading port, is higher than 1.5%, the final dry basis BPL content as reached for the price variation shall be diminished by two BPL points per cent for each point of Feral in excess of 1.5% and proportionately for fractions.

C/ – Readjustment shall in no case be accepted as a justification for delay in payment of invoices and debit notes related to the delivery.

8. INSURANCE

Phosphate rock shall be considered to have been delivered at the moment when it has actually passed on board the vessel at the loading port.

Insurance against all risks, be they marine or other, covering the value of phosphate rock increased, should it be the case, by disbursements or the part of disbursements which have not been paid in cash at the loading port, shall not be borne by the Seller who declines any responsibility for damages which may occur to the cargo from the moment when phosphate rock has been loaded.

9. RESALE AND ASSIGNMENT

Phosphate rock shall be used in the Buyer's own plants. It may not be resold as such without the Seller's written consent.

Should the Buyer lose, through transfer of ownership or merger or for any other reason, the property of his plants as they stand at the time of signature of the sale contract, the quantities of product remaining to be delivered shall be assigned, with the Seller's consent, to the new owners or successors, whether universal or not.

The Seller shall however reserve the right simply to cancel the delivery of such quantities and the cancellation in such case shall give rise to no indemnity.

10. FORCE MAJEURE

Any war, any prohibition or restriction, from a Government or local authority, affecting either the receiving country or the areas involved in

SCHEDULE 1

PHOSPHATE ROCK:

General conditions governing (****)

the shipping of product, floods, cyclones, earthquakes, fires, epidemics, general or partial strikes, whenever they may occur, lock-outs, stoppage of production in the Seller's operations or in the railway system transporting phosphate rock to the loading ports and any other cause beyond the control of the Seller and which impedes production, transportation or loading of phosphate rock represent, by express agreement, a case of force majeure. The party affected shall have to give notice of the event to the other party by registered letter and the only justification to be produced by the party affected shall be the evidence of the event invoked.

In a case such as mentioned above, shipments may be suspended until such hindrances are overcome or removed. Should the interruption of deliveries last more than three (3) months, the shipments thus delayed may be cancelled by either party and such cancellation shall be notified by registered letter. Cancellation of this nature shall give rise to no indemnity.

11. SAFEGUARD CLAUSE

The parties hereby expressly agree that, should the market conditions change in such a way as to cause a serious harm to either party while the sale contract is being implemented, they shall consult each other in order to take necessary steps to re-establish the equilibrium of the sale contract within the spirit which prevailed initially.

12. ARBITRATION

All disputes arising in connection with the sale contract shall be finally settled through arbitration to take place in Casablanca under the Rules of Conciliation and Arbitration of the International Chamber of Commerce of Paris by one or more arbitrators appointed in accordance with these Rules, Moroccan law being applied as to the substance of the matter.

Judicial acceptance and enforcement of the arbitration award may be requested by either party from any court having jurisdiction, in any country, on submission of the original copy or a duly certified copy of the award, as well as the original copy or a duly certified copy of the sale contract.

The termination of the sale contract shall not prejudice any rights accruing at or before or in connection with the termination thereof or any remedies or proceedings with respect to such rights. The provisions of the sale contract with regard to arbitration shall have effect notwithstanding the termination thereof.

MADE OUT IN DUPLICATE

At Mexico City

On June 1, 2005

THE BUYER,

Jose Ramon Gonzalez de Salceda y Urbina

/s/ Jose Ramon Gonzalez de Salceda y Urbina

DIRECTOR GENERAL

At Casablanca

On AUGUST 12th, 2004

THE SELLER,

Mourad CHERIF

/s/ Mourad Cherif

PRESIDENT DIRECTOR GENERAL

SCHEDULE 1

CHARTERING CONDITIONS ON SHIPMENT
AFRICANPHOS CIP

Concerning the chartering which will be effected by Buyers for the transportation of phosphara, the charterparty will have to stipulate the following conditions:

A - Before leaving his last port of discharge and at least three days before arriving at Safi or Jorf Lasfar, Laayoune or Casablanca the Captain has to telegraph to :

PHOSPHATE-SAFI If loading is at Safi - Telex n°71708 - 71784

Postal address : Office Chérifien des Phosphates, Service des Embarquements, Bolts Postale 26, Safi

PHOSPHAT-CASABLANCA If loading is at Casablanca - Telex no 25987 - 25095

Postal address : Office Chérifien des Phosphates, Service des Embarquemenia. Bolta Postale 119, Casablanca

PHOSTLS if loading is at Laayoune - Telex no 26796 - 26614

Postal address : PHOSPHATES DE BOUCRAA S.A. Bolta Postale : 26 - 101 Laayoune

MARPHORE If loading is at Jorf Lasfar - Telex n°78964

stating the probable date of vessel's arrival, falling which an extra twenty four hours to be allowed to Shippers for loading.

In case telegraphic address is not admitted, the Captain will use postal address as Indicated above.

B - At loading port, the vessel shall be consigned for her phosphate cargo and customs business to Shippers. Owners to pay in cash at loading port and according to the total tonnage loaded the sum hereunder stipulated (in Dirhams (DH) per metric ton loaded) as agency fee, Shippers having the right to choose at their expense the Shipbroker who will attend to Customs formalities:

from 1 to 3000 tons : 8.500 DH	from 10001 to 12500 tons : 16.000 DH	from 25001 to 30000 tons: 27.000 DH
from 3001 to 4000 tons : 10.000 DH	from 12501 to 15000 tons : 18.000 DH	from 30001 to 35000 tons : 30.000 DH
from 4001 to 5000 tons : 11.000 DH	from 15001 to 17500 tons : 20.000 DH	from 35001 to 40000 tons : 33.000 DH
from 5001 to 7500 tons : 12.000 DH	from 17501 to 20000 tons : 22.000 DH	above 40000 tons : 33.000 DH
from 7501 to 10000 tons : 14.000 DH	from 20001 to 25000 tons: 24.000 DH	plus 1.000 dirhams per 2000 tons or fraction above 40000 tons.

Should the Captain fall to apply to the Shippers' Agents named in the present charter, the Owners shall, In any case, pay to Shippers the agency fee mentioned above.

C - At port of loading, vessel to pay all customary dues and port expenses, all tolls (pages) as well as all other charges customarily paid by the vessel, at the rates ruling on the date of the bill of lading. In application of the lawful regulations in force In Morocco, Owners shall pay in cash at port of loading all their disbursements Including amounts due by them under clauses B, D and I, A sufficient amount for ship disbursements only, not exceeding one third of the freight, may be advanced to the Captain if required by him. In any case, an interest on arrears of 1% per month, a portion of month being counted as a whole month, shall be applied to the amount remaining due. A receipt of the latter to be endorsed on the bills of lading by the Captain. Shippers shall not be held responsible for the employment of these advances. The Shippers decline all responsibility towards Owners or Charterers, if, in order to avoid delaying the vessel's departure, they shall be called upon, on justification of the expenses, to advance the Captain amounts over and above one third of the freight.

D - The vessel will be loaded in turn not exceeding 48 running hours, Sundays, legal and local holidays included, counting from 7 a.m. or 1 p.m. after the vessel having been admitted in free pratique and written notice having been given to Shippers between usual office hours that she is ready to load. The cargo will be loaded into vessel's holds by Shippers. The Owners shall pay in case of FAS sale 2 US Dollars plus value added tax per ton of one thousand kilos loaded (bill of lading weight) for this operation. Levelling or any other special trimming required by the Captain shall be in all cases at Owners' expense and risk.

Vessel to supply free of charge the full use of windlasses, winches and necessary power. All supplementary expenses for working outside usual hours to be for account of the party ordering same and to be charged at the tariff according to the custom of the port. It is however pointed out that if such work is done at Shippers' request without the use of the vessel's derricks, the expenses charged by the Master may not exceed £ 12.00 per shift and will only be payable for actual hours of working.

E - Laydays to commence on expiry of turn according to clause D above or, if there is no turn at 1 p.m. if the vessel compiles with the prescribed conditions before noon, and at 7 a.m. on the following day if she complies with the said conditions after noon, the Captain or his representative having advised Shippers in writing that he is ready to load and that the vessel, being in free pratique, has occupied the berth indicated by the Shippers. Legal and local holidays, each being considered at a day of 24 hours, and the time between 1 p.m. on Saturday and 7 a.m. on Monday shall not count as laydays, but if the loading proceeds during these periods or before laytime commences, only half time such employed shall be deducted from the time saved for the calculation of despatch-money.

SCHEDULE 1

***Chartering Conditions on shipment
Africanphos CIP***

If necessary vessels holds shall be cleaned at vessel's expense before loading commences. All time occupied in shifting berths at Shippers' request shall count as laytime. Time showed will be calculated based on the bill of lading weight expressed in metric tons.

Days to be of 24 consecutive hours, weather permitting (portions prorata) force majeure excepted.

The Captain is to facilitate the rapid loading of his vessel by all means on board. Vessel shall leave the loading berth as soon as loading is completed if the Captain is required to do so, failing which Owners are to indemnify Shipper for time so lost at the demurrage rate stipulated in clauses I. Any delays which may be attributed to the vessel or her crew are not to count as laytime.

F - Provided one vessel puts at least two workable hatches as Shippers' disposal at loading (at Casablanca, Safi, Jorf Lasfar and Laayoune) the daily rate for loading to be (in metric tons):

* 3,000 tons with minimum time of 36 hours allowed for a loaded quantity up to 9,999 tons

* 3,600 tons for 10,000 to 14,999 tons, loaded quantity

* 4,500 tons for 15,000 to 19,999 tons, loaded quantity

* 6,000 tons for 20,000 to 24,999 tons, loaded quantity

* 7,500 tons for 25,000 to 29,999 tons, loaded quantity

* 9,000 tons for 30,000 to 39,999 tons, loaded quantity

* 10,000 tons for 40,000 tons and above.

If however the vessel provided a lower number of workable hatches than called for above the loading rate to be reduced in proportion to the number of workable hatches put at the Shipper's disposal.

The vessel will be loaded in the customary manner alongside the wharf reserved to Shippers at the berth indicated by them and according to their orders.

Shippers have the right to load by day and by night without interruption by all the hatches of the holds intended to receive the cargo.

G - Shippers guarantee that vessels can load and sail from their usual loading berth with a draught of :

At Casablanca :	30' at berths N° 1 and 2 ; 36' at berth N° 3
At Safi :	30'
At Jorf Lasfar :	44' at berth N° 1
At Laayoune :	52' at berth N° 2

Should the vessel's draft make it necessary to complete loading at another berth or in the roads, Captain to obtain the necessary lighters at Owner's expense. The risk and cost of transport from the wharf to another berth or to the roads and transshipment expenses are to be borne by the vessel, and the time spent in loading at such other berth or in the roads and in shifting, not count as laytime.

H - Should loading be rendered impossible in consequence of a strike, lock-out or any other cause of force majeure beyond the Shippers' control, letter to give written notice to Receivers-Charterers (eventually by telegram) latest on receipt of the telegraphic notice stipulated in clause A. If vessels have already telegraphed this preliminary notice. Shippers shall notify them and Receivers-Charterers of the case of force majeure as soon as this is known to them.

At any time before vessel's arrival at loading port or before loading commences Receivers-Charterers may notify Shippers of their intention to cancel the charter-party.

This cancellation is to become effective if which 48 running hours following the receipt of this notification shipper have not declared that they are able to load. In case the charter-party should be maintained, the time shall count as stipulated in article E above notwithstanding the invocation of the case of force majeure.

At any time during the interruption of the loading owing to force majeure. Shippers have the right to ask the Receivers-Charterers to cancel the charter-party by giving 48 running hours notice.

If the vessel has started loading, the Captain to have option of sailing 48 running hours after the interruption through force majeure with the quantity loaded unless within this delay, shippers declare that they are able to load, time counting notwithstanding the invoked case of force majeure. Should the vessel sail with a part of cargo, shippers could not be mixed up in the discussion between Charterers and Owners concerning the freight settlement of part of the cargo.

I - Demurrage at loading port if any, to be paid to Owners at the rate of 0.16 US Dollars per gross register ton per running day (portions prorata).

For all working time saved as port of loading, Owners to pay in cash to Shippers dispatch-money at half of the demurrage rate per day

(portions prorata). It is understood that dispatch-money will only be calculated on time saved after expiration of the actual turn, if any (see clause E) Any delays which may be attributed to the vessel or her crew shall not count as laydays.

SCHEDULE 1

***Chartering conditions on shipment
Africanphos CIP***

J - Should only part of the vessel be chartered, the Owners shall have the option of completing her, in agreement with Charterers and Office Cherifien des Phosphates, up to a full cargo with other goods, either before or after loading the phosphate. Owners shall ensure under penalty of damages, proper separation of such goods from the phosphate in order to avoid any mixing or communication of moisture, such goods, however, not to consist of either ore or phosphate of whatsoever origin, unless authorized by the Office Cherifien des Phosphates. Under no circumstances shall the complementary cargo be discharged at the same time as the phosphats.

In order to determine moisture of phosphate acquired during the transport, Captain to receive a sample taken during the loading in accordance with the contract.

K - In case of dispute between the Shippers and Captain on the Interpretation of the clauses of the charter-party, the Captain will sign papers or official documents as presented to him by the Shippers. In as many copies as required by them in respect of all or part of the cargo on board, endorsing his objections, any discussion on the matter being reserved to Owners.

MADE OUT IN DUPLICATE

At Mexico City

On June 1, 2005

THE BUYER,

Jose Ramon Gonzalez de Salceda y Urbina

/s/ Jose Ramon Gonzalez de Salceda y Urbina

DIRECTOR GENERAL

At Casablanca

On AUGUST 12th, 2004

THE SELLER,

Mourad CHERIF

/s/ Mourad Cherif

PRESIDENT DIRECTOR GENERAL

SCHEDULE 2
TYPICAL ANALYSIS
(**)**

CHEMICAL ANALYSIS

P ₂ O ₅	(****)
BPL	(****)
CO ₂	(****)
SO ₃	(****)
S ₁ O ₂	(****)
CaO	(****)
MgO	(****)
Fe ₂ O ₃	(****)
AL ₂ O ₃	(****)
Na ₂ O	(****)
K ₂ O	(****)
F	(****)
CL	(****)
Organic matter	(****)

Above specifications are given on indicative basis.

SCHEDULE 2

TYPICAL ANALYSIS

(****)

SCREEN ANALYSIS

> 2,000 microns	(****)
2,000 - 1,000 microns	(****)
1,000 - 800 microns	(****)
800 - 630 microns	(****)
630 - 500 microns	(****)
500 - 400 microns	(****)
400 - 315 microns	(****)
315 - 200 microns	(****)
200 - 160 microns	(****)
160 - 100 microns	(****)
100 - 80 microns	(****)
80 - 63 microns	(****)
63 - 50 microns	(****)
50 - 40 microns	(****)
< 40 microns	(****)

Above specifications are given on indicative basis.

DC/E - n° 196

RHODIA FOSFATADOS DE MEXICO
S.A. DE C.V. (RHODIA FM)
Domicilio Conocido S/N Complejo Industrial
Pajaritos Carretera a Villahermosa KM.5
Coatzacoalcos; Veracruz. C.P.96380
MEXICO

LETTER ANNEXED TO THE AMENDMENT N°2 TO THE SALE CONTRACT
ADDENDUM N°12 DATED SEPTEMBER 24TH, 2003

Dear Sirs,

Further to our recent discussions and in view of our long term relationship, I am pleased to confirm you that PHOSPHATES DE BOUCRAA SA (****).

- (****)
- (****) the contribution of PHOSBOUCRAA to the freight differential between Casablanca-Pajaritos and Laâyoune-Pajaritos related to the above vessel.

The corresponding credit notes are to be issued together with the commercial invoice of the shipment.

As the efforts made by PHOSPHATES DE BOUCRAA SA being an exception, I would highly appreciate your keeping these rebates strictly confidential.

For the sake of good order, I would be grateful for your returning to me one original copy of this letter duly dated and bearing your signature for acceptance.

Yours faithfully,

Mourad CHERIF

/s/ Mourad Cherif
 DIRECTOR GENERAL

المقر الاجتماعي : 2 - زنقة الأبطال - حي الواحة (سابقا : زاوية طريق الجديدة وسرع الحزام الكبير) - الدار البيضاء - المغرب - صندوق البريد : 5196 - التعريف الجماعي : 02220794 - السجل التجاري : 40 327
 Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jodido et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. : Mairif 5196 - Identification Fiscale : 02220794 - Registre de Commerce : 40 327

تليكس	الهاتف	تليكس
الديرة العامة : 24 024 - 24 033 - 21 934	022 23 00 25 022 23 10 25	022 23 01 25 022 23 20 25
إدارة المبيعات : 21 008 - 21 863	022 23 06 35	022 23 06 35
	022 99 83 79	022 99 83 87

تليكس : 022 23 06 35
 الهاتف : 022 23 06 35
 تليكس : 022 23 06 35
 الهاتف : 022 23 06 35

المكتب الشريف للفوسفات

Office Chérifien des Phosphates

AMENDMENT N°3 BETWEEN OCP, RHODIA FM AND INNOPHOS FM

DATED AUGUST 13th, 2004

TO THE SALE CONTRACT ADDENDUM N°12

BETWEEN OCP AND RHODIA FM

DATED SEPTEMBER 24TH, 2003

المقر الإجمالي 2. زنقة الأبطال - حي الواحة (سابقا) زاوية طريق الجديدة وسرور الحزام الكبير) الدار البيضاء - المغرب - صندوق البريد 5196 - التعريف الجماعي 02220794 - السجل التجاري 40 327
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jadida et Bd de la Grande Ceinture) - Casablanca - MAROC - B.P. : Mairif 5196 - Identification Fiscale : 02220794 - Registre de Commerce 40 327

تليكس	Télex	الهاتف	Téléphone	مناسخة	Télécopieur
المديرية العامة :	24 024 - 24 033 - 21 934	022 23 00 25 - 022 23 10 25	022 99 83 79	التزويدات والصفقات :	Approvisionnement et Marchés :
إدارة المبيعات :	21 008 - 21 863	022 23 01 25 - 022 23 20 25	022 23 06 35	إدارة المبيعات :	Administration des Ventes :
			022 99 83 87	المديرية المالية :	Direction Financière :

المكتب الشريف للفوسفات

Office Chérifien des Phosphates

AMENDMENT N°3 BETWEEN OCP, RHODIA FM AND INNOPHOS FM
TO THE SALE CONTRACT ADDENDUM N°12
DATED SEPTEMBER 24TH, 2003

AMENDMENT N°3 TO THE SALE CONTRACT ADDENDUM N°12

This Amendment N°3 to the Sale Contract Addendum N°12 entered into as of the 13th day of August 2004 by and between :

OFFICE CHERIFIEN DES PHOSPHATES (OCP)

Acting for its account and on behalf of its affiliate

PHOSPHATES DE BOUCRAA SA “PHOSBOUCRAA”

2, Rue Al Abtal–Hay Erraha

Casablanca MOROCCO

on the one part ,

and:

RHODIA FOSFATADOS DE MEXICO S.A. DE C.V. (RHODIA FM)

Domicilio Conocido S/N Complejo Industrial

Pajaritos Carretera a Villahermosa KM.5

Coatzacoalcos;

Veracruz. C.P. 96380

MEXICO

on the second part ,

and :

INNOPHOS FOSFATADOS DE MEXICO, S. DE R.L. DE CV. (INNOPHOS FM)

Domicilio Conocido S/N Complejo Industrial

Pajaritos Carretera a Villahermosa KM.5

Coatzacoalcos;

Veracruz. C.P. 96380

MEXICO

on the third part.

WITNESSETH

WHEREAS, RHODIA FM and OCP are parties to that certain Agreement with an Effective Date of September 10th, 1992, and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5, N°6, N°7 and N°8, for the sale and purchase of (****) (“Agreement”); and,

WHEREAS, RHODIA FM changed its corporate name to INNOPHOS FM, as from August 13th, 2004, retaining all of its assets and liabilities arising from the Agreement; and,

المكتب الشريف للفوسفات - 40 327 - 02220794 - الترخيص الجماعي - 5196 - صندوق البريد الممارف - المغرب - الدار البيضاء - العزم الكهف - الدار البيضاء - المغرب - صندوق البريد الممارف - 5196 - الترخيص الجماعي - 02220794 - المحل التجاري - 40 327
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jadida et Bd de la Grande Ceinture) - Casablanca - MAROC. B.P. Madrid 5196 - Identification Fiscale - 02220794 - Signature - In Commerce - 40 327
Télécopieur : 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50
Téléphone : 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50
Telex : 34034 - 34034 - 34034 - 34034 - 34034 - 34034 - 34034 - 34034
التمثيل : 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50 - 022 99 83 70 - 022 99 84 50

AMENDMENT N°3 BETWEEN OCP, RHODIA FM AND INNOPHOS FM
TO THE SALE CONTRACT ADDENDUM N°12
DATED SEPTEMBER 24TH, 2003

WHEREAS, RHODIA FM as a result of its corporate name change has transferred to INNOPHOS FM all its rights and obligations arising from the Sale Contract Addendum N°12 between OCP and RHODIA FM dated September 24th, 2003, as amended.

NOW, THEREFORE, it has been agreed the following :

ARTICLE I

As of the date of August 13th, 2004, INNOPHOS FM is substituted to RHODIA FM as part to the Sale Contract Addendum N°12 dated September 24th, 2003 and its Amendment N°1 and N°2. Therefore, all rights and obligations arising from the Sale contract Addendum N°12 dated September 24th, 2003 are transferred to, and accepted by, INNOPHOS FM as of the date above mentioned.

ARTICLE II

The invoicing of phosphate rock deliveries, to be made under the terms of the Sale Contract Addendum N°12 dated September 24th, 2003, and the debit or credit notes covering moisture and BPL readjustment of the amounts to be invoiced for such deliveries are to be issued in the name of:

“RHODIA FOSFATADOS DE MEXICO S.A. DE CV.
Complejo Industrial. Pajaritos Domicilio
Conocido SN Pajaritos, Coatzacoalcos, Veracruz, Mexico”.

ARTICLE III

Except as amended by the terms of this Amendment N°3, the Sale Contract Addendum N°12, as amended, the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6, N°7 and N°8 remain unmodified and in full force and effect.

AMENDMENT N°3 BETWEEN OCP, RHODIA FM AND INNOPHOS FM
TO THE SALE CONTRACT ADDENDUM N°12
DATED SEPTEMBER 24TH, 2003

ARTICLE IV

All capitalized terms used in this Amendment N°3, and not otherwise defined herein, shall have the meanings set forth in the Sale Contract N°12, the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Addendum N°1), N°5, N°6, N°7 and N°8.

IN WITNESS WHEREOF, OCP, RHODIA FM and INNOPHOS FM have caused this Amendment N°3 to the Sale Contract Addendum N°12 to be executed in triplicate originals as of the 13th day of August 2004.

RHODIA FOSFATADOS DE MEXICO S.A. DE C.V.

By: /s/ Jose Ramon Gonzalez de Salceda y Urbina

Name: Jose Ramon Gonzalez de Salceda y Urbina

Title: Director General

**INNOPHOS FOSFATADOS DE MEXICO, S. DE R.L.
DE CV.**

By: /s/ Jose Ramon Gonzalez de Salceda y Urbina

Name: Jose Ramon Gonzalez de Salceda y Urbina

Title: Director General

OFFICE CHERIFIEN DES PHOSPHATES

By: /s/ Mourad Cherif

Name: Mourad CHERIF

Title: Director General

SALE CONTRACT ADDENDUM N°14

BETWEEN OCP AND INNOPHOS FM

DATED FEBRUARY 16TH, 2005

Period of delivery : from January 1st to December 31st, 2005.

المندوبية العامة للمبيعات - 2، زنقة الأبطال، حي الراحة (سابقا، زاوية طريق الجديدة بـسرع الحزام الكبير)، الدار البيضاء، المغرب - صندوق البريد: المعارف 5196 - التعريف الجبائي: 02220794 - السجل التجاري: 40 327
 Siège Social: 2, Rue Al Abtal - Hay Ennaha (Ex: Angle Route d'El Jadda et Bd de la Grande Ceinture) - Casablanca - MAROC - S.P.: Matriel 5196 - Identification Fiscale: 02220794 - registre de Commerce: 40 327

تيليغرام	Télex	الهاتف	Téléphone	مناخلة	Télécopieur
المديرية العامة	24 024 - 24 033 - 21 934	022 23 00 25 - 022 23 10 25	022 99 83 79	التوريدات والصفقات	022 99 83 79
إدارة المبيعات	21 008 - 21 863	022 23 01 25 - 022 23 20 25	022 23 06 35	إدارة المبيعات	022 23 06 35
			022 99 83 87	المديرية المالية	022 99 83 87

Direction Générale : 24 024 - 24 033 - 21 934
 Administration des Ventes : 21 008 - 21 863
 Direction Financière : 022 99 83 87

SALE CONTRACT ADDENDUM N°14

This Sale Contract Addendum N°14 entered into as of the 1st day of January, 2005 by and between:

OFFICE CHERIFIEN DES PHOSPHATES (OCP)

Acting for its account and on behalf of its affiliate
PHOSPHATES DE BOUCRAA SA (PHOSBOUCRAA)
2, Rue Al Abtal - Hay Erraha
Casablanca - MOROCCO

represented by its Director General
Mr. Mourad CHERIF

on the one part,

and:

INNOPHOS FOSFATADOS DE MEXICO, S. DE R.L. DE CV. (INNOPHOS FM)

Domicilio Conocido S/N Complejo Industrial
Pajaritos Carretera a Villahermosa KM.5
Coatzacoalcas;
Veracruz. C.P. 96380
MEXICO.

represented by its Director General
Mr. Jose Ramon Gonzalez de Salceda y Urbina

on the other part.

WITNESSETH

WHEREAS, OCP and INNOPHOS FM are parties to that certain Agreement effective as of September 10th, 1992, and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5, N°6, N°7, N°8 and N°9, for sale and purchase of (****) ("Agreement"); and,

WHEREAS, Article III of the Agreement provides that the parties will execute a Sale Contract Addendum with respect to the fourteenth Contract Year of the Agreement.

WHEREAS, the parties have agreed that the terms and conditions of the Sale Contract Addendum for the fourteenth Contract Year of the term of the Agreement shall be as hereinafter set forth,

المركز الاجتماعي : 2. زنقة الأبطال - حي الراحة (سابقا) زاوية طريق المدينة بـسرع الحزام الكبير) - الدار البيضاء - المغرب - صندوق البريد : العداد 5196 - التعريف المباني : 02220794 - السجل التجاري : 40 327			
Siège Social : 2, Rue Al Abtal - Hay Erraha (Ex : Angle Route d'El Jadida et Bd de la Grande Ceinture) - Casablanca - MAROC - S.P. : Matricule 5196 - Identification Fiscale : 02220794 - Registre de Commerce 40 327			
Télécopieur	مناسبة	Téléphone الهاتف	Télex
Approvisionnement et Marchés : 022 99 83 79	التوريدات والصفقات :	022 23 00 25 022 23 10 25	Direction Générale : 24 024 - 24 033 - 21 934
Administration des Ventes : 022 23 06 35	إدارة المبيعات :	022 23 01 25 022 23 20 25	Administration des Ventes : 21 008 - 21 863
Direction Financière : 022 99 83 87	المديرية المالية :		المديرية العامة : إدارة المبيعات :

NOW, THEREFORE, OCP and INNOPHOS FM agree as follows:

1. PRODUCTS

The phosphate rock to be sold and delivered to INNOPHOS FM shall (****)

2. PERIOD OF DELIVERY

From January 1st, 2005 to December 31st, 2005, bill of lading dates.

3. QUANTITIES

The quantities of phosphate rock to be supplied during the fourteenth Contract Year shall be:

- (****)
- (****)
- (****)

4. LOADING PORTS

- Casablanca or Jorf Lasfar (Morocco) for (****).
- Laâyoune (Morocco) for (****).

5. DISCHARGING PORT

Coatzacoalcos, Veracruz, Mexico.

6. PRICES

The prices of phosphate rock will be:

- (****)
- (****)
- (****)

7. PRICE ADJUSTMENTS

During the fourteenth Contract Year, the above prices shall be adjusted according to final results of analysis of dry basis BPL contents in accordance with Articles 4 and 7 of General Conditions Governing (****) annexed to the Agreement as Appendix 2 and to the Addendum N°9 to the Agreement as Appendix 3, on a rise/fall basis of:

- (****) per metric ton per unit (proportionately for fraction of dry basis BPL content above or below (****)).
- (****) per metric ton per unit (proportionately for fraction of dry basis BPL content above or below (****)).

8. PAYMENT

Notwithstanding provisions of Article 6/B of the General Conditions Governing (****) annexed to the Agreement as Appendix 2 and to the Addendum N°9 to the Agreement as Appendix 3, payment of OCP's and PHOSBOUCRAA's commercial invoices is to be made in US Dollars by way of telegraphic bank transfer through BANQUE MAROCAINE DU COMMERCE EXTERIEUR, 3, Rue Boudreau 75009 Paris (FRANCE) at 30 (THIRTY) days from bill of lading dates.

In case of delay, for whatever reason, any amount remaining to be paid is to be increased by an interest to be calculated as from the 31st day following the bill of lading date according to the terms of Article 6/B of governing General Conditions.

Any bank charges other than those of the above bank shall be borne by INNOPHOS FM.

Other terms of paragraph 6/B of governing General Conditions remain valid.

9. INVOICING

The moisture of 1 (ONE) % will be deducted from the bill of lading weight, and adjustments will be made according to final results of analysis for each cargo as reached in pursuance of Article 4 of the General Conditions Governing (****) annexed to the Agreement as Appendix 2 and to the Addendum N°9 to the Agreement as Appendix 3.

10. LOADING CONDITIONS

- Loading turn : 12 hours.
- Loading time : 3 days SHINC for the cargoes between 40,000 and 50,000 metric tons.
- Other conditions : as per Chartering Conditions on Shipment annexed to the Agreement as Appendix 2 and to the Addendum N°9 to the Agreement as Appendix 3.

11. LOADING AND TRIMMING AT CASABLANCA PORT

Notwithstanding provisions of the first paragraph of the Article 5/C of General Conditions Governing (****) annexed to the Agreement as Appendix 2, OCP shall undertake to load phosphate rock on board INNOPHOS FM's vessels. Loading of the cargo at Casablanca port is accomplished by using the retractable loading spout at a vertical position, inside the section of hold opening (any special trimming and leveling, if required, shall be borne by the ship-owner).

12. AGENCY FEES FOR LOADING BULK PRODUCT

Notwithstanding provisions of Article B of Chartering Conditions on Shipment annexed to the Agreement as Appendix 2 and to the Addendum N°9 to the Agreement as Appendix 3, the Agency Fees, which will be in force and applied by Moroccan authorities for vessels loading phosphate rock at Moroccan ports, are as follows:

SHIPS INTAKE	MOROCCAN DIRHAMS
From 0 to 1,000 metric tons	(****)
From 1,001 to 3,000 metric tons	(****)
From 3,001 to 4,000 metric tons	(****)
From 4,001 to 5,000 metric tons	(****)
From 5,001 to 7,500 metric tons	(****)
From 7,501 to 10,000 metric tons	(****)
From 10,001 to 12,500 metric tons	(****)
From 12,501 to 15,000 metric tons	(****)
From 15,001 to 17,500 metric tons	(****)
From 17,501 to 20,000 metric tons	(****)
From 20,001 to 25,000 metric tons	(****)
From 25,001 to 30,000 metric tons	(****)
From 30,001 to 35,000 metric tons	(****)
From 35,001 to 40,000 metric tons	(****)
Above 40,000 metric tons and per 2.000 metric tons or fraction	(****)

13. Except as amended by the terms of this Sale Contract Addendum N°14, the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5; N°6, N°7, N°8 and N°9 remain unmodified and in full force and effect.

14. All capitalized terms used in this Sale Contract Addendum N°14, and not otherwise defined herein, shall have the meanings set forth in the Agreement and its Addenda N°1, N°2, N°3, N°4 (and its Amendment N°1), N°5, N°6, N°7, N°8 and N°9.

IN WITNESS WHEREOF, OCP and INNOPHOS FM have caused this Sale Contract Addendum N°14 to be executed as of the 1st day of January 2005.

MADE OUT IN DUPLICATE ORIGINALS ON FEBRUARY 16TH, 2005.

INNOPHOS FOSFATADOS DE MEXICO, S DE R.L. DE CV

OFFICE CHERIFIEN DES PHOSPHATES

BY: Jose Ramon Gonzalez de Salceda y Urbina

BY: Mourad CHERIF

/s/ Jose Ramon Gonzalez de Salceda y Urbina
DIRECTOR GENERAL

/s/ Mourad Cherif
DIRECTOR GENERAL

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

**** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

SUPPLY CONTRACT

Soda Ash
(Sodium Carbonate, Anhydrous)
High Purity Dense Grade for Domestic Locations
Standard Grade Dense Soda Ash for Export Locations

THIS SUPPLY CONTRACT, dated as of February 29, 1996, between OCI Chemical Corporation, a Delaware corporation (herein, together with its successors and assigns, “Seller”), and Rhone-Poulenc Inc., a New York corporation (herein, together with its successors and permitted assigns, “Buyer”):

Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, on the following terms and conditions:

1. Contract Period. This Contract covers the period from the date hereof to December 31, 2005, and shall continue thereafter for successive terms of one calendar year each, unless terminated by Buyer or Seller on not less than 12 months prior written notice to the other party or unless sooner terminated as provided herein.

2. Material. This Contract covers the following material:

(a) For Deliveries to Domestic Locations: High Purity Dense Grade Soda Ash (Sodium Carbonate, Anhydrous), as per the attached specifications which are hereby incorporated into and made part of this Contract.

(b) For Deliveries to Export Locations: Standard Grade Dense Soda Ash (Sodium Carbonate, Anhydrous), as per the attached specifications which are hereby incorporated into and made part of this Contract.

If higher purity or grade of material is produced by Seller; Seller will give Buyer access thereto on a competitive basis with Seller's offers to other buyers.

3. Quantity. ****

A portion of the foregoing quantity shown for **** has previously been supplied during **** prior to the consummation on the date hereof of the transactions contemplated by the Stock Purchase Agreement, dated as of November 29, 1995 (the “Stock Purchase Agreement”), between Seller, Buyer and others.

At least thirty (30) days prior to January 1 of each year, commencing with 1997. Buyer shall provide written notice to Seller of **** shall be incorporated herein; provided that to the extent **** during the then current calendar year, **** shall be incorporated only with Seller’s consent.

**** are to be estimated one hundred twenty (120) days prior to the end of the calendar year for the upcoming year by Buyer. Seller is to agree to such volume by ninety (90) days prior to the end of the year.

4. Price. The pricing for domestic deliveries in any year shall be ****

Domestic deliveries hereunder shall be made to destinations at the aforesaid price freight pre pay and add. Seller shall prepay freight and shall invoice Purchaser for such freight charges at its most favorable rates. For (****) this reference price for ****. For **** pricing shall be

negotiated between Buyer and Seller by no later than 90 days prior to the end of each calendar year for the next calendar year. ****.

Seller shall provide notice to Buyer of any domestic price changes made in accordance with the above provisions, including, in reasonable detail, the calculations supporting any such price change. Buyer shall be afforded reasonable access to Seller's records on reasonable advance notice and during Seller's normal business hours for the purpose of verifying the calculation by Seller of any price change applicable hereunder. At Buyer's request, its independent public accountants may audit the calculations used by Seller to verify the calculations and components used to determine price. If discrepancies are noted, Buyer and Seller shall agree to adjust prices accordingly. Any such audits will be conducted at mutually agreed upon times, but no more frequently than once each year. All costs of such audits shall be for the account of Buyer.

5. Packages. For domestic deliveries, Seller's standard Hopper Cars and Hopper Trucks; Pressure Differential Hopper Cars may be supplied by Seller. For export deliveries, bulk ocean going vessel. Additionally Buyer may require other containers or packages and will reimburse Seller's costs for same.

6. Terms. Buyer acknowledges that it shall make payments on a monthly basis, without any right of offset, as follows: ****. Seller shall invoice all domestic shipments in a single invoice monthly. Buyer is to provide letter of credit support reasonably acceptable to Seller for all export shipments.

7. Deliveries. Unless otherwise specified herein, deliveries shall be made in approximately equal monthly quantities, except that Seller reserves the right to limit monthly deliveries to the pro rated estimated or minimum quantity provided for in this Contract.

8. Weights. In case of bulk carload or hoppertruck shipments, Shipper's weight certified to by sworn Weighmaster, shall govern within 1/29, unless proven wrong by Buyer.

9. Meet or Release (Competitive Offer). If after 36 months following the effective date of this Agreement Buyer receives a written offer from a reputable United States producer not controlled by or controlling Buyer, to supply, in place of Seller, all or a portion (which portion shall be no less than 12 month's supply) of the goods remaining to be supplied hereunder which are of like quality, for a like use and deliverable in like quantities, at an F.O.B. Green River price less than the then effective F.O.B. Green River reference price hereunder, and Buyer determines in its sole discretion that it is willing to accept such offer, then upon Buyer's written notice stating all the terms and conditions, including the quantity the Buyer intends to purchase of the competitive offer, Seller may by written notice within thirty (30) days of receipt of Buyer's notice: (a) meet the competitive offer for the quantity that Buyer intends to purchase from the competitive source and amend this Contract accordingly; or (b) choose not to meet the competitive offer but instead deduct from the

quantity provided in this Contract the quantity that Buyer intends to purchase from the competitive source, and amend this Contract accordingly. If Seller has not exercised its options above within said thirty (30) days, then Buyer may either (i) elect option (b) on behalf of Seller by written notice to Seller within thirty (30) days after the expiration of such period for Seller's election, or (ii) cancel this Contract upon six (6) months' prior written notice.

10. Buyer's Additional Cancellation Option. If during the term of this Contract, Seller determines that it intends to engage, directly or indirectly, in the production and sale in the United States of sodium bicarbonate, then Seller shall give Buyer written notice, at least two years (to the extent reasonably practicable) in advance of the date production of sodium bicarbonate by or for Seller is to commence. If such notice is given or Seller otherwise engages, directly or indirectly, in the production and sale in the United States of sodium bicarbonate without having given such notice, then Buyer shall have the option of canceling this Contract on not less than ninety (90) days' prior written notice to Seller.

11. Title and Risk of Loss. Title and Risk of Loss with respect to the material sold hereunder shall transfer to Buyer at the Wyoming Partnership Plant, Green River, Wyoming.

12. Warranties. Seller warrants that the material delivered hereunder shall meet Seller's standard quality or such other specifications as have been expressly attached hereto and made part of this Contract. SELLER MAKES NO OTHER EXPRESS WARRANTIES; THERE ARE NO IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE OF ANY SHIPMENT AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY; AND BUYER ASSUMES ALL RISK AND LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM THE USE OF SAID MATERIAL IN MANUFACTURING PROCESSES OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE.

13. Limitation of Liability. No claim of any kind, whether as to materials delivered or for nondelivery of materials, and whether arising in tort or contract, shall be greater in amount than the purchase price of the materials in respect of which such damages are claimed. Notwithstanding the foregoing, the failure to give notice of claim within ninety (90) days from the day of delivery, or the date fixed for delivery, as the case may be, shall constitute a waiver by Buyer of all claims in respect of such materials. In no event shall Seller be liable for special, indirect or consequential damages.

14. Returnable Containers. All returnable containers used in making deliveries hereunder are Seller's property and shall be used by Buyer only for proper storage of Seller's material originally delivered hereunder. Buyer shall return such containers to Seller's shipping point, in substantially the same condition received (normal wear and tear excepted), within two months from the date of original shipment.

15. Taxes. Buyer shall reimburse Seller for all taxes, excise or other charges that Seller may be required to pay to any government (national, state, provincial or local) upon,

or measured by, the sale, production, transportation or use of any material sold hereunder. Seller may at its option add to the price of the materials sold hereunder the amount of any increase in transportation charges for shipments to Buyer.

16. Force Majeure. Neither party shall be liable for its failure to perform hereunder if said performance is made impracticable due to any circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown, equipment failure, voluntary or involuntary compliance with any law, order, rule or regulation of government agency or authority, or inability to obtain material (including power and fuel), equipment or transportation. The affected party may omit purchases or deliveries during the period of continuance of such circumstances and the contract quantity shall be reduced by the quantities omitted. During any period when Seller shall be unable to supply the total demands for any material provided for in this Contract, whether caused by the circumstances specified above or otherwise. Seller may allocate any available material among all buyers, including its own divisions and departments, on such basis as it may deem fair and practical.

17. Separate Transactions; Default. Each shipment shall constitute a separate and independent transaction and Buyer or Seller may recover for such shipment without reference to any other. If Buyer or Seller is in default with respect to any of the terms and conditions of this Contract, the other party may, at its option, defer further shipments hereunder until such default be remedied (in which event the non-defaulting party may elect to extend the Contract period for a time equal to that for which shipments were so deferred), or, in addition to any other legal remedy, the non-defaulting party may decline further performance of this Contract.

18. Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. No modification of this Contract shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby; and no modifications shall be effected by the acknowledgment or acceptance of purchase order forms containing terms or conditions at variance with those set forth herein.

19. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but shall not be assigned by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld.

20. No Waiver. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this Contract, at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

21. Governing Law. Buyer and Seller agree that this Contract shall be deemed to have been made and executed in the State of New York and that any dispute arising under this Contract shall be resolved in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Contract as of the date and year first above mentioned.

OCI CHEMICAL CORPORATION

By: /s/ Charles E. Stewart

RHONE-POULENC INC.

By: /s/ Pierre Valla
Pierre Valla

AMENDMENT NO. 1
TO THE
SODA ASH SUPPLY CONTRACT

AMENDMENT No. 1, dated as of June 30, 1999, to the Soda Ash Supply Contract, dated as of February 29, 1996 (jointly referred to herein as the "Agreement"), by and between OCI Chemical Corporation, a Delaware corporation (herein, together with its successors and assigns, "OCI"), Rhône-Poulenc Inc., a New York corporation ("Rhône-Poulenc") and Rhodia, Inc., a Delaware corporation ("Rhodia").

WHEREAS, OCI and Rhône-Poulenc were parties to the Agreement; and

WHEREAS, Rhodia is Rhône-Poulenc's successor in interest to the Agreement; and

WHEREAS, Rhodia intends to close the purchase of all of the outstanding equity of Albright & Wilson plc, a United Kingdom corporation ("Albright & Wilson") on January 1, 2000; and

WHEREAS, the parties wish to amend the Agreement to add Albright & Wilson as a party;

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Section 9 of the Agreement. Section 9 of the Agreement is hereby amended by replacing the words "36 months" with the words "60 months" in the first line thereof.

2. Albright & Wilson. Rhodia agrees that, commencing on the later of (i) January 1, 2000, (ii) the closing or abandonment of Rhodia's acquisition (direct or indirect) of Albright & Wilson (the "Closing") plus 60 days or (iii) the date upon which the last effective contract of Albright & Wilson to purchase soda ash, in effect prior to January 1, 2000, will expire on its own terms or could have been terminated by Albright & Wilson without material monetary penalty by the timely transmission of a notice given after the Closing to the other party (the "Effective Date"), OCI will supply ***** on the same terms and conditions as those contained in the Soda Ash Supply Contract (as amended by the Amendment Agreement). In addition, Rhodia shall, subsequent to the Closing, promptly cause Albright & Wilson to take any and all necessary actions to properly and effectively terminate any terminable agreements terminable without material monetary penalty which provide for the supply of soda ash from other parties. Rhodia shall, on or before the Effective Date, cause Albright & Wilson, or its successor, to execute a joinder agreement,

pursuant to which Albright & Wilson agrees to the relevant provisions of the Soda Ash Supply Agreement (as amended by the Amendment Agreement) as of the Effective Date. In the event that, for any reason, Albright & Wilson has not executed a satisfactory joinder agreement prior to March 1, 2000, or 60 days after the Closing, whichever is later, Rhodia shall make the settlement payment called for by the TRM Settlement Agreement, which payment will not relieve Rhodia of its obligations under this Section 2 except if the acquisition of Albright and Wilson is abandoned by Rhodia.

3. Successor in Interest. Rhodia, as Rhône-Poulenc's successor in interest to the Agreement, assumes and agrees to discharge in full all of Rhône-Poulenc's obligations to OCI arising under the Agreement.

4. Effect on Agreement. Except as expressly provided herein, the terms and conditions of the Agreement shall continue in full force and effect. From and after the date hereof, all references to the Agreement shall be deemed to mean the Agreement as amended by this Amendment No. 1.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment or caused this Amendment to be executed as of the day and year first above written.

OCI CHEMICAL CORPORATION

By: /s/ Christopher T. Fraser
Name: Christopher T. Fraser
Title: President & Chief Operating Officer

RHÔNE-POULENC INC.

By: /s/ Illegible
Name: Illegible
Title: VP Finance & Administration

RHODIA, INC.

By: /s/ Pierre Valla
Name: Pierre Valla, Sr V.P.
Title:

AMENDMENT No 2
TO THE SODA ASH SUPPLY CONTRACT
(Port Maitland, Ontario, Canada)

AMENDMENT No 2, dated as of January 1, 2003, to the Soda Ash Supply Contract dated as of February 29, 1996; as amended pursuant to Amendment No. 1 to the Soda Ash Supply Contract, dated as of June 30, 1999, and Addendum No. 1 regarding Freight Agreement, dated as of January 4, 2000 (as so amended, the "Contract"), by and between OCI Chemical Corporation, a Delaware corporation (herein, together with its successors and assigns, "OCI" or "Seller") and Innophos, Inc., a Delaware corporation, (successor and assignee of Rhodia Inc., itself a successor and assignee of Rhone-Poulenc, Inc.) (Innophos, Inc., together with its affiliate, Innophos Canada, Inc., successors and assigns, "Buyer").

WITNESSETH:

WHEREAS, Rhodia closed the purchase of all the outstanding equity of Albright & Wilson plc, a United Kingdom corporation ("Albright & Wilson") on or about March 15, 2000, including the Port Maitland, Ontario, Canada plant site ("Port Maitland"); and

WHEREAS, Buyer and Seller wish to include Buyer's Port Maitland, Ontario, Canada plant site ("Port Maitland") in the Contract; and

WHEREAS, (****) and

WHEREAS, the parties wish to amend the Contract accordingly;

NOW, THEREFORE, the parties agree as follows:

1. Section 1, "Contract Period.", is amended by adding a new subsection (a):

"(a) With respect to the Port Maitland business only, this Amendment No 2 covers the period from January 1, 2003 to December 31, 2007, inclusive, and shall continue thereafter for successive terms of one contract year each, unless terminated by Buyer or Seller on not less than 12 months prior written notice to the other party or unless sooner terminated as provided herein."

2. All references to "domestic" in the Contract are amended to "the United States and Canada".

3. Section 2 (a) is amended to add a subparagraph (i) as follows:

"(i) For Deliveries to Port Maitland : High Purity Soda Ash, Dense (Sodium Carbonate, Anhydrous), conforming to Innophos specifications appended hereto as Exhibit "A -

PM”, is hereby incorporated into and made a part of this Amendment No 2 to the Soda Ash Supply Contract.”

4. Section 3, “ Quantity. ”, is amended to add:

“Port Maitland (****) estimated but not guaranteed to be between (****) per annum. Notwithstanding the foregoing, in any contract year during the term of this Amendment No 2 to the Soda Ash Supply Contract, (****)

5. Section 4, “ Price. ”, is amended to add the following new paragraphs at the end thereof:

“Port Maitland”

“(a) Effective January 1, 2003, through December 31, 2003, the initial delivered price for shipments to Port Maitland by rail hopper car (each containing a minimum of 98 short tons per car) was established (****) per short ton, (****) (“Port Maitland Price”). For the four (4) calendar years beginning January 1, 2004, through January 1, 2007, the Port Maitland Price (****) plus the actual cost (calculated as US dollars per short ton) of rail freight, including any switching, track costs, etc., charged by the railroads from Green River, Wyoming, to Port Maitland, Ontario. Buyer shall be responsible for all Canadian GST taxes.”

“(b) As soon as practicable after the end of the 2004 and beyond contract years, but not later than the next 15th of February, Seller shall (****) Any required adjustment to the amounts actually paid by Buyer for Product delivered by Seller during such year shall be remitted by either Seller or Buyer to the other party, as appropriate, within 55 days of such written notification. Within 30 days of the notice under subsection 4(b)(iii) above or as promptly thereafter as may be

commercially reasonable, (****)

“(c) (****).

6. Section 6, “Terms.”, is amended, effective upon signing this Amendment No. 2, to add the following paragraph at the end thereof:

“For Pt. Maitland shipments, Buyer acknowledges that it shall make payments on a railcar by railcar basis, without any right of offset, (****) shipment on which any given railcar, containing Product, is invoiced to Buyer. Any Safety Stock (defined below) delivered to Buyer shall have terms of net 30 days from shipped from rolling stock inventory. From time to time, Seller reserves its rights under the Uniform Commercial Code with respect to payment reliability based on Buyer’s creditworthiness. Seller shall invoice all shipments and each invoice shall be dated no earlier than the date of each shipment.”

“Buyer shall make timely programmatic payments via electronic-funds-transfer (“EFT/ACH”) pursuant to the payment terms hereof.”

“For any payments received by Seller five (5) days or more after such payments’ due date, pursuant hereto, the Buyer shall promptly pay Seller (****) amount for Seller’s administrative costs.”

7. Section 7, “Deliveries.”, is amended to read “Deliveries and Product Support.” And the subsections 7(a)-(c) are added as follows:

“(a) Supply-Chain / Product-Support Program for Port Maitland:

(i) Seller shall maintain, as “rolling stock” inventory at no cost to Buyer and exclusively for use by Buyer’s Port Maitland plant, a (****) short tons (ST) in hopper cars on leased trackage at locations (****) delivery to Port Maitland (“Safety Stock”). Prior to termination of this Amendment No 2, Buyer agrees to receive, purchase and pay for this “rolling stock” inventory on a net thirty (30) day from shipped from rolling stock inventory. (****)

(ii) Seller also guarantees (****) from a facility located within (****) Port Maitland.

(iii) Unless supplemental shipments via truck are attributable to Buyer’s faulty scheduling of product receipts at its Port Maitland Plant, any additional costs associated therewith shall be borne by Seller.”

“(b) (****) Seller agrees to use commercial reasonable efforts to (****) Upon reaching any agreement, any cost of such reinforcement shall not be borne by (****)

“(c) Support Systems: Seller shall provide: (i) back-up truck capability to release truck shipments upon Buyer’s request from the bulk storage capacity location(s) in Section 7(a)(i) above; (ii) Railcar Tracking Systems - Daily ETA Report (shipment cycle system) in the United States and a similar Railcar Tracing and Notification System via Canadian Railroad; (iii) Railcar Seal Program to guarantee product integrity through passage over Port Maitland’s property line; and (iv) Customer Service/Management on a ‘24/7-Emergency Rapid-Response’ basis.”

8. (****)

9. Buyer’s Representations . Buyer represents and warrants to Seller that (****)

10. Effect on Contract . Except as expressly provided herein, the terms and conditions of the Contract shall continue in full force and effect, and the terms and conditions of this Amendment No 2 shall have become effective from and after the date hereof.

11. Counterparts . This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No 2 or caused this Amendment No 2 to be executed as of the day and year first above written.

OCI CHEMICAL CORPORATION

By: /s/ Christopher T. Fraser
Name: Christopher T. Fraser
Title: President & Chief Executive Officer

INNOPHOS, INC.

By: /s/ Randy Gress
Name: Randy Gress
Title: President & Chief Executive Officer

EXHIBIT “A – PM”

Specification for Soda Ash (Sodium Carbonate, Anhydrous) at Port Maitland, Ontario:

PORT MAITLAND, ONTARIO SPECIFICATIONS	MIN.	MAX.	UNITS	NOTES
Assay (as Na2CO3)	(****)	—	%	Daily composites
H2O Insolubles (per car)	—	(****)	ppm	(****)
Chlorides (as NaCl)	—	(****)	ppm	Report monthly
Sulfates (as SO4)	—	(****)	ppm	Report monthly
Calcium (as Ca)	—	(****)	ppm	(****)
Iron (as Fe)	—	(****)	ppm	Report monthly
Arsenic (as As)	—	(****)	ppm	Report quarterly
Fluoride	—	(****)	ppm	Report monthly
Total Heavy Metals (as Pb)	—	(****)	ppm	Report quarterly
Lead (as Pb)	—	(****)	ppm	Report quarterly
APHA PAD test (1 grab per shipment)	—	(****)	APHA Unit	(****)
Total organic carbon (TOC)	—	(****)	ppm	(****)
On 30 mesh Screen	—	(****)		
Bulk Density (E-025) Loose –g/cm ³		(****)	lb/ft ³	

NOTES

Material meets all Food Chemicals Codex requirements.

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

*** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

PURCHASING AGREEMENT

INNOPHOS, INC. (“BUYER”) hereby agrees to purchase from **MISSISSIPPI LIME COMPANY (“SELLER”)**, and **SELLER** hereby agrees to sell to said **BUYER** the following products for shipment to the destinations designated hereunder:

PRODUCTS: Various Grades of Quicklime and Hydrated Lime, as specified in Schedule I, appended hereto and made an integral part hereof (“Products”).

QUANTITY: (****) for Products at its Facilities specified under the section entitled **FACILITIES** (“Facilities”) below, estimated but not guaranteed to be either less than, or to exceed, the volumes per annum, respectively, indicated in Schedule II, appended hereto and made an integral part hereof. Should Buyer’s actual requirements for Products at any one or all of its Facilities in any Contract Year fall below the minimum of the range stipulated herein, in no event shall Buyer be required to take or otherwise compensate Seller for any such quantities of Products not taken. Buyer shall provide to Seller in writing on or before the last business day of October of each year during the contract its good faith, non-binding estimated requirements for Product for the next calendar year.

QUALITY: Per Specification Sheets appended hereto as Schedule I, and made an integral part hereof (“Specifications”).

INITIAL TERM: A period of **** Contract Years, from 1 January 2005 through 31 December ****.

PACKAGING (UOM): Short Tons (ST), of 2,000 lbs. each, in bulk, delivered to each of Buyer’s Facilities, respectively.

PRICING & PRICE-ADJUSTMENT MECHANISMS: As specified in Schedule III, appended hereto and made an integral part hereof.

TERMS OF PAYMENT: Net 30 Days

TRANSPORTATION MODE & TERMS: In Hopper Cars, FOB Seller’s Facilities. Innophos will be responsible for providing Railroad Hopper Cars.

SHIPPING SCHEDULE: As released by personnel at each Facility.

FACILITIES:

- Chicago Heights, Illinois
- Nashville, Tennessee
- Mission Hills, Mexico

THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO ARE HEREBY INCORPORATED HEREIN AND MADE A PART OF THIS AGREEMENT.

THIS AGREEMENT IS INVALID UNLESS SIGNED BY BOTH PARTIES HEREUNDER.

TERMS AND CONDITIONS

1. Separate Sales : Each delivery hereunder shall constitute a separate sale with the same effect as though made under a separate contract covering only the amount thereof.

2. Taxes : Any new tax, or other governmental charge, or increase thereof including increases in existing taxes, upon the production, sale and/or shipment of the Products sold under this Agreement (other than taxes based upon Seller's net income), whether by federal, state or municipal authorities, imposed on or after the date of this Agreement, shall be added to the price then in effect hereunder and shall be paid to Seller by Buyer. Seller represents and warrants that all applicable existing taxes are included fully in the Price or separately identified in Schedule III.

3. Product Hazards : Seller shall adequately warn Buyer of the risks associated with handling, using, transporting, storing and disposing of the Product, including without limitation, those set forth in Seller's Material Safety Data Sheet for Product ("MSDS"). Buyer shall maintain compliance in all material respects with all safety and health related governmental requirements concerning Product.

4. Shipments : Buyer will give Seller detailed instructions for the delivery of goods (with delivery orders, purchase orders or equivalent requests such as requested shipping notes and/or invoices). This Agreement will apply to any purchases so made. Buyer will not accept charges for packaging unless by prior agreement in writing. Any warehousing or customs charges incurred as a result of lack or late receipt of correct documents will be charged to Seller. Buyer shall be responsible for all freight charges.

5. Environmental Compliance : Seller warrants that all substances provided hereunder comply in all material respects with the applicable requirements of federal, state and local environmental laws, including the U.S. Toxic Substances Control Act and the regulations promulgated under such laws.

6. Invoicein g: Product will be purchased "F.O.B. Seller's Plant" and Buyer shall be responsible for transportation charges .

7A. Meet or Release : Should Buyer receive a written competitive offer from another party to supply Products of equal quality, deliverable in quantities constituting

(****) of the remaining contract quantity requirements hereunder, (****) with equal terms and equal conditions resulting in lower delivered prices than the prices then in effect hereunder, then Buyer may give written notice to Seller. Upon giving written notice, Buyer agrees to provide satisfactory proof to Seller of the competitive offer. Satisfactory proof includes but is not limited to: (i) verification of the competitive written offer; (ii) disclosure of the company and manufacturing location(s) that would sell and produce the Product(s); (iii) analytical verification that Products to be supplied are of equal or better quality than the specification listed in Schedule I. After receiving both written notification and satisfactory proof of the written offer; Seller will have 30 days to provide written notification that it will either (i) match the competitive offer by providing pricing equal to the greater of the exact pricing during remaining term of the this contract or the average price over the total term of the competitive offer or (ii) provide an alternate proposal to the Buyer. If Seller elects to match the competitive offer as stated above the new pricing will be effective within thirty (30) days of that election. If Seller provides an alternate proposal, as stated above, Buyer will have (30) days to either accept or decline the alternate proposal. If the alternate proposal is accepted it would be added as an amendment to this contract and effective within thirty (30) days. If Buyer declines the alternate proposal then Seller will elect a time, no longer than one hundred and twenty (120) days from date the Buyer declines, at which both parties shall thereupon be released from any further obligation under this contract as to the Facilities encompassed by the competitive offer.

7B. Production Process Changes : Seller shall notify Buyer ninety (90) days prior to making any changes to Products, which will cause Products not to meet specifications listed in Schedule I or in Seller's reasonable judgment will otherwise not be reasonably equivalent to Products produced prior to such change, and shall obtain Buyer's agreement that such changes do not render the Products supplied hereunder unsuitable for Buyer's use prior to instituting such changes.

7C. Quantity And Quality Requirements : Notwithstanding Buyer's stated requirements for Product(s) herein, Buyer shall have the right to receive Product(s) from another supplier for the purpose of conducting "trial runs" within the time frame and quantities necessary to "test" the efficacy of Product(s) from another supplier, which trial runs shall not last for more than two weeks. Should Seller be unable to meet Buyer's quantity and quality requirements, it shall be deemed a breach of this Agreement subject to the terms of Section 10. Upon a breach, Buyer may, upon written notice to Seller, reduce the allocation by the amount of Seller's inability to ship, or cancel this Agreement without any obligation to Seller, if Seller cannot meet Buyer's quantity and quality requirements upon written notice to Seller.

8. Fulfilling Production Requirements : Subject to Section 11, should Seller fail due to causes within Seller's control to meet Buyer's scheduled releases, provided they were previously forecasted in Schedule II, as mutually agreed to by both

parties, Seller shall take all reasonable steps, including but not limited to, working extra hours, shifts, or days to fulfill Seller's obligations hereunder. All costs for such effort will be at Seller's expense. Further, Seller may use alternate shipping methods to expedite delivery to Buyer to meet schedules to which both parties agree. In such cases, Seller must receive Buyer's approval prior to the use of any carrier other than those on Buyer's approved carrier list. Additional shipping costs resulting from expedited deliveries or use of alternate carriers will be at Buyer's expense.

9A. Product Warranties :

(a) All claims relating to quality, quantity, weight, condition and loss of or damage to the Products contained in any delivery hereunder will be deemed waived by Buyer unless made in writing to Seller within thirty (30) days after acceptance of delivery by Buyer, unless such is not reasonably discoverable in which event within ten (10) days from actual discovery; provided, however, in any event all claims of Buyer will be deemed waived unless made in writing to Seller within 90 days of acceptance of delivery by Buyer.

(b) Except as stated in "Patents", Seller warrants only its title to the Products and that the quality of the Product(s) shall conform to the Specifications. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED WHETHER THE ITEMS ARE USED ALONE, IN COMBINATION WITH, IN THE MANUFACTURE OF, OR IN THE PRODUCTION OF, OTHER SUBSTANCES, ITEMS, OR OTHERWISE. BUYER'S EXCLUSIVE REMEDY FOR BREACHES OF THIS WARRANTY SHALL BE REPLACEMENT OF THE NON-CONFORMING PRODUCT OR A PRICE ADJUSTMENT FOR THE SHIPMENT OF NON-CONFORMING PRODUCT.

10. Breach of Terms : In the event either party materially breaches any of the material terms of this Agreement or its extension(s), the non-breaching party shall notify the breaching party and the breaching party shall have thirty (30) days to correct the breach. If said breach is not remedied within such period, the non-breaching party shall then have the right to terminate this Agreement immediately upon written notice without further obligation to the breaching party.

11. Force Majeure : Seller's failure or inability to make, or Buyer's failure or inability to take, any delivery or deliveries when due, or the failure or inability of either party to effect timely performance of any other obligation required of it hereunder, other than the payment of money, if caused by "Force Majeure", as hereinafter defined, shall not constitute a default hereunder or subject the party affected by Force Majeure to any liability to the other; provided, however, the party so affected shall promptly notify the other of the existence thereof and of its expected duration and the estimated effect thereon upon its ability to perform its obligations hereunder. Such party shall promptly

notify the other party when such Force Majeure circumstance has ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes unless both parties agree that the total quantity to be delivered shall remain unchanged; and Buyer shall be free to purchase elsewhere any quantities Seller is unable to deliver due to such Force Majeure circumstance. For so long as its ability to perform hereunder is affected by such Force Majeure circumstances, Seller may, at its option, elect to allocate its total production of such Products among its various requirements therefore (e.g., manufacturing and sales) in such manner as Seller deems practicable and which, in the opinion of Seller, is fair and reasonable, with Seller giving consideration to it being the sole source of the Products for Buyer's facilities covered by the Agreement. During the time that Seller is unable to make deliveries or otherwise perform, it shall not be obligated to procure, or to use its best efforts to procure, any quantity of Products sold hereunder from any alternate producer or supplier. As used herein, the term "Force Majeure" shall mean and include any act of God, war, riot, fire, explosion, accident, flood, sabotage, governmental laws, regulations, order, injunction, or other acts of government (including any agency or department of the United States of America), strikes, plant or equipment failure, lack of availability of materials, energy, labor, or equipment, and other circumstances beyond the reasonable control of the affected party. In the event a Force Majeure circumstance affects either party's performance hereunder for at least 60 consecutive days, the party who is able to perform may terminate this Agreement upon written notice to the affected party.

12. Fair Labor Standards Act : Seller agrees that the materials produced hereunder shall be in compliance with all acceptable requirements of the Fair Labor Standards Act of 1938, as amended, and of Regulations and Orders of the United States Department of Labor issued under Section 14 thereof and agrees to so certify on its invoices if so directed by Buyer.

13A. Patents : Seller warrants that the Products shall be delivered free of the rightful claim of any third person for infringement of any U.S. patent covering the Products. Seller does not warrant against infringement by, and assumes no responsibility by reason of, the use of the Products in combination with other materials or apparatus or in the operation of any process or apparatus. Seller disclaims any warranty against infringement to the extent that the Products are supplied according to Buyer's design or specifications.

In the event of the commencement of any suit or proceeding against Buyer for infringement covered by the above warranty, Buyer shall notify Seller promptly, in writing, of the commencement of such suit or proceeding. Seller shall indemnify, hold harmless, and defend Buyer with respect to such suit or proceeding in Buyer's name; and Buyer will render to Seller all reasonable assistance for the defense or settlement thereof. Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller.

14. WAIVER OF CONSEQUENTIAL DAMAGES : IN NO EVENT WILL SELLER OR BUYER BE LIABLE UNDER ANY THEORY OF RECOVERY (WHETHER BASED IN CONTRACT, NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, IN ANY WAY RELATED, ARISING FROM OR RESULTING FROM THIS AGREEMENT. A PARTY'S EXCLUSIVE REMEDY SHALL BE DIRECT DAMAGES OR SPECIFIC PERFORMANCE FOR A MATERIAL BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT BY THE OTHER PARTY.

15. Waiver : The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way constitute or be construed as a waiver of that or any other provision of this Agreement, nor in any way to affect the validity of this Agreement or any provision hereof or the right of such party to enforce thereafter each and every provision of this Agreement. No waiver of any provision or breach of this Agreement shall be deemed to be a waiver of any other provision or breach.

16. Governing Law : Any dispute under this Agreement shall be first settled by and between the managements of both parties, and if such dispute cannot be resolved within 30 days of written notice of such dispute by either party to the other party, then settled by arbitration in Chicago, IL within 90 days of the expiration of such management discussion period, pursuant to the rules, then obtaining, of the American Arbitration Association. The award shall be final and judgment thereon may be entered in and enforced in any court having jurisdiction. The arbitrator shall apply Delaware law, without giving effect to principles of conflicts of laws and may not vary the terms of this Agreement or impose any remedy not allowed under this Agreement.

17. Notices : Any notice given under this Agreement shall be in writing and addressed to the other party at the address specified in this paragraph. Notice may be given by U.S. mail (first class or certified), any personal delivery service, fax, or telex. Any notice required or permitted hereunder shall be deemed given upon the earlier of (i) the day of actual receipt by the party to whom notice is being given or the following business day if actual receipt is during a non-business day of the receiving party or is after regular business hours on a business day of the receiving party, or (ii) the fourth day after being deposited postage prepaid in the U.S. Mail as first class mail. Notice by fax or telex shall be deemed to be in actual receipt upon the confirmation of transmission to the receiving party. Any notice should be addressed as follows:

To Seller:	The Mississippi Lime Company 7 Alby Street Alton, IL 62002 Attention: Bill Ayers Vice President – Sales & Marketing [Email: whayers@mississippilime.com]
------------	---

To Buyer:

INNOPHOS INC.
P. O. Box 8000
Cranbury, New Jersey 08512-8000
Attention: Patrick Crowley
Director – Energy & Raw Materials Purchasing
[Email: Patrick.crowley@innophos.com]

18. Entire Agreement : This Agreement and any attachments or addenda hereinafter set forth contain the entire agreement between the parties hereto and supersedes all prior contracts, agreements or understandings between the parties hereto with respect to the subject matter herein. There are no oral representations, stipulations, warranties, agreements or understandings with respect to the subject matter of this Agreement, which are not fully expressed herein. Neither this Agreement nor its execution has been induced by any representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed.

19. No Modification : No amendment, addition to, alteration, modification or waiver of all or any part of this Agreement shall be of any force or effect, whether by course of conduct or otherwise, unless in writing and signed by Seller and Buyer. If the provisions of this Agreement and the provisions of any purchase order or order acknowledgment written in connection with the Agreement conflict, then the provisions of this Agreement shall prevail.

20. Agreement Precedence : The terms and conditions of Buyer's purchase order shall supplement the terms and conditions of this Agreement; however, in the event of any conflict between this Agreement and Buyer's purchase order form or other agreements which may be negotiated between the parties, this Agreement shall take precedence. In the event of any conflict between this Agreement and any amendments or supplements thereof, the amendments or supplements shall take precedence.

21. Assignment: This Agreement shall inure to the benefit of and be binding upon the successors of the parties hereto but shall not otherwise be transferable or assignable unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement.

MISSISSIPPI LIME COMPANY, Seller

INNOPHOS INC., Buyer

By: /s/ William H. Ayers

Print Name: William H. Ayers

Title: VP Sales & Marketing

Date: 5/31/05

By: /s/ Randy Gress

Print Name: Randy Gress

Title: President & CEO

Date: 4/15/05

SPECIFICATIONS

Mississippi Lime Company / INNOPHOS INC., Inc.

QUICKLIME AND HYDRATED LIME SPECIFICATIONS**I. Product: 2" Rotary Quicklime (Chicago Heights, IL)**

<u>Property</u>	<u>Specification</u>	<u>Test Method</u>	<u>Sampling Basis</u>
Assay (total CaO)	95.0%, minimum	ASTM C 1271-99	One per rail car
MgO	1.5%, maximum	ASTM C 1271-99	One per rail car
LOI (by CO ₂)	10.0%, maximum	MLCo #20	One per rail car
Al ₂ O ₃	0.25%, maximum	ASTM C 1271-99	One per rail car
Arsenic (as As)	1 ppm, maximum	FCC	Quarterly Composite Average
Fluoride (as F)	95 ppm, maximum	MLCo #38	One per rail car
Total Heavy Metals (as Pb)	30 ppm, maximum	FCC	Quarterly Composite Average
Lead (as Pb)	2 ppm, maximum	FCC	Quarterly Composite Average
Acid Insolubles (T-140 Mesh Screen)	0.7%, maximum	ASTM C 1271-99	One per rail car
Particle Size ("Pebble" Diameter)	2"	N/A	N/A

II. Product: 1” Rotary Quicklime (Nashville, TN)

<u>Property</u>	<u>Specification</u>	<u>Test Method</u>	<u>Sampling Basis</u>
Assay (total CaO)	95.0%, minimum	ASTM C1271-99	One per rail car
MgO	1.5%, maximum	ASTM C1271-99	One per rail car
LOI (by CO ₂)	10.0%, maximum	MLCo #20	One per rail car
R ₂ O ₃	1.0%, maximum	ASTM C 1271-99	Quarterly Composite Average
Arsenic (As)	1 ppm, maximum	FCC	Quarterly Composite Average
Fluoride (as F)	100 ppm, maximum	MLCo # 38	One per rail car
Lead (as Pb)	2 ppm, maximum	FCC	Quarterly Composite Average
Acid Insolubles (T-140 Mesh Screen)	1.0%, maximum	MLCo # 1	Quarterly Composite Average
Particle Size (“Pebble” Diameter)	1”	N/A	N/A
Sievings, minus 1/8 inch	15.0%, maximum	MLCo # 95	One per rail car

III. Product: 1” Rotary Quicklime (Mission Hills, Mexico)

<u>Property</u>	<u>Specification</u>	<u>Test Method</u>	<u>Sampling Basis</u>
Assay (total CaO)	95.0%, minimum	ASTM C1271-99	One per rail car
MgO	1.5%, maximum	ASTM C1271-99	One per rail car
LOI (by CO ₂)	10.0%, maximum	MLCo #20	One per rail car
Al ₂ O ₃	0.25%, maximum	ASTM C 1271-99	One per rail car
Arsenic (as As)	1 ppm, maximum	FCC	Quarterly Composite Average
Fluoride (as F)	95 ppm, maximum	MLCo # 38	One per rail car
Total Heavy Metals (as Pb)	30 ppm, maximum	FCC	Quarterly Composite Average
Lead (as Pb)	2 ppm, maximum	FCC	Quarterly Composite Average
Acid Insolubles (T-140 Mesh Screen)	1.0%, maximum	ML Co #1	Quarterly Composite Average
Particle Size ("Pebble" Diameter)	1"	N/A	N/A

IV. Product: Vertical Hydrated Lime (Nashville, TN)

<u>Property</u>	<u>Specification</u>	<u>Test Method</u>	<u>Sampling Basis</u>
Assay (total Ca(OH) ₂)	95.0%, minimum	ASTM C 1271-99	Each shipment
APHA PAD (25g sample)	3 mg, maximum	INNOPHOS Inc.	INNOPHOS Inc.
R ₂ O ₃	0.5%, maximum	ASTM C 1271-99	Quarterly Composite Average
MgO	4.8%, maximum	ASTM C 1271-99	Quarterly Composite Average
Arsenic (as As)	1 ppm, maximum	FCC	Quarterly Composite Average
Fluoride (as F)	100 ppm, maximum	MLCo # 38	Each shipment
Lead (as Pb)	2 ppm, maximum	FCC	Quarterly Composite Average
Acid Insolubles (T-140 Mesh Screen)	1.0 %, maximum	FCC	Quarterly Composite Average

V. Product: Codex Hydrated Lime

<u>Property</u>	<u>Specification</u>	<u>Test Method</u>	<u>Sampling Basis</u>
Assay Ca(OH) ₂	95.0-100.5%,	FCC	Each shipment
Identification	Pass	FCC	Each Shipment
Carbonate	Pass	FCC	Each Shipment
Magnesium and alkali salts	4.8%, maximum	FCC	Quarterly Composite Average
Arsenic (as As)	3 ppm, maximum	FCC	Quarterly Composite Average
Fluoride (as F)	0.005% maximum	FCC	Each shipment
Lead (as Pb)	2 ppm, maximum	FCC	Quarterly Composite Average
Acid insoluble substances	0.5%, maximum	FCC	Quarterly Composite Average

QUANTITY

The volume to be supplied by Seller in any calendar year during the contract term shall not exceed an amount **** greater than the annual volume estimates listed below, or volumes purchased during the prior year, whichever is greater, without Seller's prior written agreement.

INNOPHOS LIME - USAGE LOCATIONS	INNOPHOS LIME PROFILE (SUPPLIED BY MISSISSIPPI LIME)	SHIPPING MODE-SKU	ANNUAL
			VOL(ST)
CHICAGO HEIGHTS / IL	1" PEBBLED QUICKLIME, ROTARY-KILNED	RAIL-BULK	(****)
MISSION HILLS / MEXICO	2" PEBBLED QUICKLIME, ROTARY-KILNED	RAIL-BULK	(****)
NASHVILLE/TN	1" PEBBLED QUICKLIME, ROTARY-KILNED	RAIL-BULK	(****)
PEBBLED QUICKLIME, ROTARY-KILNED SUB-TOTAL =			(****)
NASHVILLE / TN	HYDRATED LIME, VERTICAL-KILNED (MV200)	TRUCK-BULK	(****)
CHICAGO HEIGHTS / IL	HYDRATED LIME, VERTICAL-KILNED CODEX	TRUCK-BAG	(****)
HYDRATED LIME, VERTICAL-KILNED (MV-200 + CODEX) SUB-TOTAL =			(****)
ALL LIME GRADES COMBINED: GRAND TOTALS =			(****)

PRICING

Seller: Mississippi Lime Company, Alton, IL

Buyer: Innophos, Inc., Cranbury, NJ

Products: As stated below, meeting specifications in Schedule I.

Prices on a per ton (2000 lb.) basis: **F.O.B. Ste. Genevieve, MO**
[Railhead: Mosher, MO]

<u>Products</u>	<u>Innophos Locations</u>	<u>Price Per Short Ton</u>	<u>Effective Date</u>	<u>Years of Contract</u>
(****) Quicklime	Chicago Heights, IL	\$		
		\$	(****) 1/1/(****)	12/31/(****)
			(****) 1/1/(****)	12/31/(****)
		\$	(****) 1/1/(****)	12/31/(****)
(****) Quicklime	Nashville, TN	\$		12/31/(****)
			1/1/(****)	
		\$	(****) 1/1/(****)	12/31/(****)
			(****) 1/1/(****)	
		\$	(****) 1/1/(****)	12/31/(****)
(****) Quicklime	Mission Hills, MX	\$	1/1/(****)	12/31/(****)
		\$	(****) 1/1/(****)	12/31/(****)
			(****)	
		\$	(****) 1/1/(****)	12/31/(****)
Vertical Hydrate (MV-200)	Nashville, TN	\$	1/1/(****)	12/31/(****)
		\$	(****) 1/1/(****)	12/31/(****)
			(****)	
		\$	(****) 1/1/(****)	12/31/(****)
Codex Hydrate* (in 50-lb bags)	Chicago Heights, IL	\$	1/1/(****)	12/31/(****)
		\$	(****) 1/1/(****)	12/31/(****)
			(****)	
		\$	(****) 1/1/(****)	12/31/(****)

* 50 lbs bags of Codex Hydrate will be priced ****.

Most Favored Nations:

This schedule will expire December 31, 2005 and will then cease to be part of this agreement.

If, during the first term of this Agreement, the Seller provides to any companies manufacturing food grade phosphates, Rotary Quicklime, Calcium Oxide (or equivalent goods) of like quantities and equal or greater quality at lower FOB origin prices than effective under this Agreement, then said lower price(s) shall apply to Product(s) thereafter provided under this Agreement during the period of sale at such lower price(s) to others, unless prohibited by governmental authority.

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

**** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

**AMENDED AND RESTATED
PURIFIED WET PHOSPHORIC ACID SUPPLY AGREEMENT**

This Agreement made this 23rd day of March, 2000, by and between Rhodia Inc., a Delaware corporation (“**Rhodia**”), and PCS Purified Phosphates, a Virginia general partnership formerly known as Albright & Wilson Company (“**Partnership**”).

W I T N E S S E T H:

WHEREAS, on July 29, 1988, Albright & Wilson Americas Division of Tenneco Canada, Inc., an Ontario corporation (“**A&W Canada**”), and Partnership entered into a Purified Wet Phosphoric Acid Supply Agreement dated of even date (as amended from time to time since that date, the “**1988 Agreement**”); and

WHEREAS, Albright & Wilson Americas Limited, a Canadian corporation (“**A&W Ltd.**”), is a successor to A&W Canada under the 1988 Agreement and, thus, A&W Ltd. and Partnership are parties to the 1988 Agreement; and

WHEREAS, PCS Phosphate Company, Inc., a Delaware corporation, formerly known as Texasgulf Inc. (“**PCSP**”), Albright & Wilson Americas, Inc., an affiliate of A&W Ltd. (“**A&W Inc.**”), Partnership, and PCS Industrial Products, Inc., a Delaware corporation (“**PCSA**”), and Rhodia, have entered into a Distribution and Sale Agreement, dated as of March 23, 2000 (the “**Distribution and Sale Agreement**”), pursuant to which, among other things, Partnership has agreed to distribute certain assets of Partnership to A&W Inc. and A&W Inc. has agreed to sell its entire interest in Partnership to PCSP as provided therein; and

WHEREAS, in connection with the transactions contemplated by the Distribution and Sale Agreement and in order to satisfy a condition to the obligations of Partnership under the Distribution and Sale Agreement, Rhodia and Partnership desire to enter into this Agreement to effect various further amendments to, and to restate, the 1988 Agreement, and to designate Rhodia as the purchaser thereunder.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein set forth, Rhodia and Partnership hereby amend and restate the 1988 Agreement in its entirety and agree as follows:

1. Purchase and Sale; Specifications.

1.1 Partnership shall sell and deliver, and Rhodia shall purchase and receive, during the term hereof, low alkali purified wet phosphoric acid (“**Low Alkali Product**”), low alkali low sulfate purified wet phosphoric acid (“**Low Sulfate Product**”) and high alkali purified wet phosphoric acid (“**High Alkali Product**”); each of Low Alkali Product, Low Sulfate Product

and High Alkali Product sometimes referred to herein as a “Product”, and, collectively, the “Products”) in the quantities and subject to the terms and conditions hereinafter set forth.

1.2 Except as set forth in Section 1.3 hereof, the Products shall conform with the specifications described in Exhibit A attached hereto. Partnership’s analyses at point of transfer shall govern unless shown to be in error. A list of Partnership’s analytical procedures used for Products is attached hereto as Exhibit B. Partnership shall obtain analyses of all Products transferred and shall provide Rhodia a Certificate of Analysis with each transfer of the Products. In the event that Low Alkali Product or Low Sulfate Product shall not conform with any new Food Chemicals Codex standard, then upon sixty (60) days advance written notice to Partnership, Rhodia may elect to reduce or temporarily eliminate shipment and minimum purchases of the affected Products or any portions thereof under this Agreement, such notice indicating (i) the date on which any change in shipment and/or purchases shall occur and (ii) the volume of the applicable affected Product which Rhodia elects to purchase, until such time as the Partnership again offers products hereunder conforming with such standards. If Partnership subsequently notifies Rhodia that the affected Products then meet the minimum applicable Food Chemicals Codex standards and that no change in Product pricing is required hereunder, within sixty (60) days of such notice, Rhodia shall renew its purchase of Products at those then applicable levels set forth in Exhibit C. If Partnership advises Rhodia that an increased price for Products will be required to compensate Partnership for capital expenditures or increased operating costs, the parties shall negotiate in good faith as to such new prices and volumes for Product. If no agreement is reached within nine (9) months of Partnership’s notice, either party shall have the right to terminate this Agreement as to the affected volumes of Low Alkali Product and/or Low Sulfate Product upon not less than six (6) months notice. Except to the extent Rhodia declines to purchase Improved Products as set forth in Section 1.3 below, each type of Product sold hereunder shall be of Partnership’s typical quality.

1.3 The parties recognize that Partnership may develop materials from time to time that are capable of being substituted for one or more of the Products. In the event that Partnership develops any such materials and constructs or modifies facilities so as to be capable of manufacturing such materials, then Partnership shall provide Rhodia with a written notice of (i) the specifications for such materials and (ii) the Food Chemicals Codex applicable to such materials (in each such case, such grade of material is referred to hereinafter as the “**Improved Product**”). Within three (3) months following receipt of any such notice from Partnership, Rhodia shall notify Partnership in writing as to whether Rhodia intends to purchase Improved Product in substitution for a particular type of Product. The parties agree to negotiate with one another in good faith to determine the amount of an adjustment, if any, to be made to the pricing terms hereunder, the volume of the Improved Product to be purchased and any other provisions of this Agreement that shall be modified. In the event that the parties are unable to reach agreement regarding a mutually acceptable amendment to this Agreement concerning such Improved Product within six (6) months following the date that Partnership notified Rhodia under this Section 1.3, neither party shall thereafter have any obligation hereunder to purchase or supply the applicable Improved Product.

2. Term. The term of this Agreement shall be for the period commencing on the date of this Agreement and ending on July 29, (****) (the “**Initial Term**”), and thereafter shall be extended without further action of the parties for additional terms of (****) years (each an “**Additional Term**”) upon the expiration of the Initial Term or any Additional Term; *provided, however*, that upon not less than twenty-four (24) months’ prior written notice to the other party hereto, either party may cause this Agreement to terminate upon the expiration of the Initial Term or any Additional Term thereafter.

3. Price and Terms.

3.1 Rhodia shall pay to Partnership in U.S. Dollars a price per short ton (“st”) of P_2O_5 contained in Product F.O.B. at the Aurora Plant determined as follows:

- (i) The initial price for Low Alkali Product is \$(****);
- (ii) The initial price for Low Sulfate Product is \$(****); and
- (iii) The initial price for High Alkali Product is \$(****).

The price for each of the Low Alkali Product, Low Sulfate Product and High Alkali Product shall be adjusted during the term of this Agreement in accordance with the provisions set forth on Exhibit C attached hereto.

As used herein, “**Contract Year**” means a calendar year commencing January 1 during the term of this Agreement, except that the first such period shall commence upon the date of this Agreement and terminate on December 31, 2000. As used herein “**Contract Quarter**” means a period of three (3) consecutive months, beginning January 1, April 1, July 1, or October 1, except that the first such period shall commence upon the date of this Agreement and end on the day prior to the start of the first full Contract Quarter.

3.2 On or before the September 30th prior to the commencement of each Contract Year (as defined in Section 3.1), Partnership shall give Rhodia written notice of its estimate of the price for each Product for such Contract Year. On or prior to June 30 of the next following Contract Year, Partnership shall determine the actual price for each Product purchased, and to be purchased by Rhodia during such Contract Year (based upon the calculations set forth in Exhibit C) and shall invoice or credit Rhodia for the difference, if any, between such actual price and the amount previously invoiced at the estimated prices to Rhodia for such Contract Year. For the remainder of such Contract Year, Partnership shall invoice Rhodia for the actual price for the Products as so determined.

3.3 Partnership shall invoice Rhodia for payment with respect to each shipment of Product hereunder, and the terms of payment for all Products purchased hereunder shall be net thirty (30) calendar days from date of the invoice.

3.4 Partnership shall keep and maintain true and accurate records as may be necessary to verify volumes delivered and indices tracked as bases for prices charged to Rhodia under this Agreement. If Rhodia disputes any of the amounts charged hereunder, Partnership shall allow representatives of Rhodia immediate and full access (including the rights of physical inspection and to make copies) to such records and such other information maintained by Partnership as may be necessary for the verification of such amounts. Partnership and Rhodia shall use their best efforts to resolve such dispute within 45 calendar days after the relevant invoice date.

3.5 If it is determined that there has been an overcharge, then Partnership shall immediately refund the overcharge received by it to Rhodia or, if such amount has not been previously paid, Rhodia shall pay to Partnership the correct amount owed to Partnership. If it is determined that there has been an undercharge, Rhodia shall immediately pay the undercharge to Partnership plus any additional amounts not previously paid hereunder.

3.6 Notwithstanding anything to the contrary contained in this Section 3, with respect to any Contract Year after the (****) Contract Year hereunder, if Rhodia notifies Partnership of a bona fide opportunity, and provides a copy thereof in writing (showing all terms of the offer, including the offering party), under which Rhodia is to purchase a quantity of phosphoric acid of a quality equal to or better than a specific Product manufactured by Partnership at a price F.O.B. rail car customs cleared U.S. East Coast port that, giving effect to all conditions of such offer, is at least ten percent (10%) less than the price per short ton then in effect under this Agreement for the relevant Product (the “**Lower Offer**”), Partnership shall have the option to meet the Lower Offer within fifteen (15) calendar days after notification by Rhodia, for the same annual quantity as that to which the Lower Offer relates. In the event that Partnership does not elect to meet the Lower Offer, then (i) Rhodia shall be released from its obligation hereunder to purchase the annual volume of the Lower Offer up to an amount equal to the lesser of (a) (****) short tons of the Product or (b) (****) short tons of the Product *minus* the sum of all then effective Released Quantities and Met Quantities (both as hereinafter defined), and (ii) the portion of each type of Product required to be purchased by Rhodia as set forth in Exhibit C shall be proportionately reduced to equal the result of multiplying the annual amount of such Product which Rhodia is required to purchase as set forth in Exhibit C times a fraction, the numerator of which is the total annual number of short tons of all Product required to be purchased as set forth in Exhibit C minus the Released Quantity and the denominator of which is (****). “**Released Quantity**” means the annual quantity of short tons of Product that Rhodia has been released from its obligation to purchase hereunder pursuant to a Lower Offer presented to Partnership by Rhodia in accordance with this Section, “**Met Quantity**” means the annual quantity of short tons of Product for which Partnership has reduced the purchase price hereunder pursuant to a Lower Offer presented to Partnership by Rhodia in accordance with this Section. With respect to all Released Quantities hereunder, such right to purchase from such third party must be exercised in writing by Rhodia within sixty (60) calendar days and shall be effective twelve (12) months after Partnership’s receipt of Rhodia’s notice of the Lower Offer in accordance with the notice provisions set forth herein. In the event that Rhodia shall accept any Lower Offer from such third party pursuant to the terms hereof, then, upon the expiration of the contract or other arrangement entered into pursuant to such Lower Offer, Rhodia shall revert to

the purchase of quantities of Product from Partnership, at the then effective price hereunder, which Rhodia was required to purchase prior to application of this Section. In the event that Partnership elects to meet the Lower Offer, then (i) Partnership shall sell to Rhodia on an annual basis the quantity of Product as to that which the Lower Offer relates, up to an annual amount equal to the lesser of (a) (****) short tons of the Product or (b) (****) short tons of the Product *minus* the sum of all then effective Released Quantities and Met Quantities at the price per short ton in the applicable Lower Offer (the “**Met Price**”) for the term specified in the Lower Offer (the “**Met Term**”), and (ii) the Met Price shall remain in effect with respect to the Met Quantity for the entirety of the Met Term despite any subsequent Lower Offer received by Rhodia that contains a price per short ton less than the Met Price. Upon the expiration of the applicable Met Term, Rhodia shall revert to the purchase of Product from Partnership at such price that Rhodia was required to pay prior to adjustment under this Section. Rhodia shall be entitled to present subsequent Lower Offers to Partnership under this Section so long as, at the time of any such subsequent Lower Offer, the sum of all effective Released Quantities and Met Quantities does not exceed (****) short tons of Product on an annual basis.

4. Quantity.

4.1 For each Contract Year, Partnership shall sell and ship to Rhodia, and Rhodia shall purchase from Partnership, Low Alkali Product, Low Sulfate Product and High Alkali Product ordered by Rhodia subject to the parameters set forth in Exhibit C (except as otherwise agreed by the parties in writing). In the event that Rhodia does not purchase the applicable required minimum volume of High Alkali Product during any Contract Year and Partnership recycles High Alkali Product, Rhodia shall pay a “Recycle Fee” for all such tons of High Alkali Product so recycled equal to the difference between the applicable minimum volume on High Alkali Product and the actual amount of High Alkali Product purchased by Rhodia during such Contract Year. The Recycle Fee for Contract Year 2000 is \$(****) per short ton of P_2O_5 . The Recycle Fee for Contract Years after 2000 shall be the product of (i) \$(****) and (ii) a fraction in which (a) the price per short ton P_2O_5 of High Alkali Product for the applicable Contract Year, calculated in accordance with this Agreement, is the numerator and (b) \$(****) per short ton P_2O_5 is the denominator.

4.2 If, at any time during the term of this Agreement, Rhodia reasonably determines that it is not in Rhodia’s economic interest to continue to purchase the Low Alkali Product, Low Sulfate Product or High Alkali Product, due to events or circumstances outside of Rhodia’s control (including, but not limited to, customer demand, market pricing conditions and government regulations (other than government regulations that would excuse Rhodia’s delay in performance or non-performance of any of the terms and conditions of this Agreement in accordance with Section 8 hereof)), which eliminate Rhodia’s earnings (before interest and taxes as determined in accordance with United States generally accepted accounting principles) on any Products purchased from Partnership or any products incorporating such Products for a consecutive eighteen-month (18-month) period (such determinations constituting a declaration by Rhodia of “**economic force majeure**”); then Rhodia shall notify Partnership in writing of such determinations and, beginning on the date of Rhodia’s notice (the “**EFM Notice Date**”) and ending no later than six (6) months from the EFM Notice Date, the parties will discuss and

evaluate in good faith, proposals to address such economic force majeure in a manner that (i) does not obligate Partnership to suffer any adverse financial or operational consequences therefrom and (ii) provides Rhodia with some relief from the financial consequences thereof. Upon expiration of such period, Partnership, in the exercise of its sole discretion and upon written notice to Rhodia, will select a proposal to address such economic force majeure should it continue, which approach shall be implemented on or before eighteen (18) months from the EFM Notice Date, provided that Rhodia has the right to reject any approach selected by Partnership and to continue to operate under the terms of this Agreement.

5. Order Procedure; Delivery.

5.1 On or before the September 15th prior to the commencement of each Contract Year, Rhodia shall give Partnership written notice of its estimate of the quantity of each Product to be supplied by Partnership hereunder during such Contract Year. Except as otherwise provided in Section 4 above, nothing herein shall require Rhodia to purchase quantities of Product equal to the annual estimate. Seven (7) business days prior to the first day of each month, Rhodia shall provide Partnership with a three-month projection of its quantity requirements hereunder. The quantities specified for the first month of such three-month projection shall be binding upon Rhodia; however, the amounts specified for the remaining two (2) months shall be estimates only and shall not bind Rhodia.

5.2 Rhodia shall issue purchase instructions from time to time for its requirements of Products not less than two (2) days prior to its intended shipment date. Partnership shall use commercially reasonable efforts to fulfill each order on the shipment date set forth therein. Shipments for each Contract Quarter shall be scheduled in reasonably equivalent monthly volumes, with variations for any month not exceeding plus or minus 20% of one-twelfth (1/12th) of the proposed annual volumes to be purchased hereunder (i.e. the annual volume of each Product noticed pursuant to Section 5.1 above) unless otherwise mutually agreed to by the parties.

5.3 Partnership shall, at Rhodia's sole cost, arrange delivery of Products purchased hereunder from the Aurora Plant to the relevant delivery point specified by Rhodia. Delivery shall be via rail cars or tank trucks made available by Rhodia. Rhodia shall reimburse Partnership each month for all costs incurred by Partnership under this Section 5.3, including all actual duties and the costs of insurance and of providing, maintaining and loading such tank cars or tank trucks, as the case may be, after the Products leave the Aurora Plant.

6. Title and Risk of Loss. Title, and risk of loss or damage, to Products shall pass to Rhodia at such time as Products are pumped into rail tank cars or tank trucks, as the case may be, at the Aurora Plant.

7. Limited Warranty; Indemnification.

7.1 Partnership warrants title and that the Products shall conform to the specifications set forth on Exhibit A attached hereto. Subject to the preceding sentence and

except as otherwise expressly provided herein, PARTNERSHIP MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS, WHETHER USED ALONE OR IN COMBINATION WITH ANY OTHER MATERIAL. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM A DELAY OR FAILURE OF PERFORMANCE OR ANY OTHER DEFAULT HEREUNDER EXCEPT FOR ANY DAMAGE ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY.

7.2 Rhodia may reject Products not conforming to the corresponding specifications set forth on Exhibit A attached hereto by delivering notice to Partnership within 75 calendar days of the delivery of such Products to Rhodia. Failure to give notice within 75 calendar days after receipt by Rhodia of Products shall constitute acceptance of such Products. Partnership shall have the right to inspect the Products so rejected for the purpose of confirming their nonconformance to the corresponding specifications set forth on Exhibit A attached hereto. If Rhodia and Partnership agree that such Products conform to the corresponding specifications set forth on Exhibit A attached hereto, Rhodia shall revoke its rejection of, and shall accept, such Products. If Rhodia and Partnership are unable to agree as to whether such Products are nonconforming or not, they shall select an independent laboratory to analyze the Products, whose determination shall be conclusive. All analyses conducted pursuant to this Section shall be conducted in accordance with the analysis procedures listed on Exhibit B attached hereto.

7.3 If (i) Products delivered to Rhodia fail to meet the corresponding specifications set forth on Exhibit A attached hereto, (ii) Rhodia notifies Partnership of such nonconformance within 60 calendar days of delivery and (iii) Rhodia nevertheless accepts such Products, then Rhodia and Partnership shall negotiate in good faith to adjust the price to be paid by Rhodia for such Products.

8. Force Majeure. Partnership and Rhodia shall each be excused for any delay in performance or for non-performance of any of the terms and conditions of this Agreement, other than payment of money, caused by any cause or circumstance beyond their respective control including, but not limited to, any act of God, fire, flood, or governmental regulations, governmental directive (including, without limitation, any governmental regulation, directive that prevents Rhodia's customers from consuming Products or materials manufactured by Rhodia using the Products or selling products made therefrom), accident, strikes, lockouts or unavoidable breakdowns, for the duration and to the extent that any such cause or circumstance affects the production, delivery, acceptance, transportation or consumption of Products hereunder. Each party hereto agrees to give the other party notice, as early as reasonably possible, of any cause or circumstance which might give rise to a delay, interruption or reduction on any delivery or acceptance of Products hereunder, so that the other party might make appropriate other arrangements. In the event Partnership is unable to supply the full quantities of Products required hereunder due to such cause or circumstance, Partnership shall, in allocating

available supplies of Products, accord Rhodia parity with respect to the requirements of Partnership, Partnership's affiliated companies, and Partnership's other customers.

In the event that Partnership is excused from performance hereunder in accordance with this Section 8, for so long as such nonperformance continues, Rhodia shall be allowed to purchase phosphoric acid from third-party manufacturers in an amount equal to the volume unfulfilled by Partnership.

After cessation of the effects of a cause or circumstance as described above, Partnership shall not be required to make up, nor shall Rhodia be required to accept, any deliveries or quantities of Products the supply of which had been excused as a result of such cause or circumstance pursuant to the provisions of this Section.

9. Taxes. The price specified herein does not include any sales, excise, customs or similar tax, charge, duty or cost levied or imposed as of this date by any federal, state, municipal or other governmental authority upon the manufacture, sale, delivery, shipment or use of Products sold hereunder, and any such tax, charge or cost, as well as any increases therein or any similar taxes or charges levied after the date of this Agreement shall be for the account of Rhodia. Income, franchise, gross receipts, excess profit, and other similar taxes are not to be regarded as taxes, charges or costs within the meaning of this paragraph.

10. Miscellaneous .

10.1 Neither party shall (by operation of law or otherwise) assign or transfer its rights or delegate its performance hereunder without the prior written consent of the other, which consent shall not unreasonably be withheld, and any attempted assignment, transfer or delegation without such consent shall be void.

10.2 Any notice required or permitted to be given hereunder shall be in writing (including facsimile transmission) and shall be deemed to have been given when delivered in person or by courier or received by facsimile or seven (7) calendar days after mailing by registered or certified mail to the following addresses:

If to Rhodia:

Rhodia Inc.
259 Prospect Plains Road
CN7500
Cranbury, New Jersey 08512-7500
Facsimile: (609) 860-0297
Attention: General Counsel

If to Partnership:

PCS Purified Phosphates
c/o PCS Phosphate Company, Inc.
3101 Glenwood Avenue
P.O. Box 30321
Raleigh, North Carolina 27622-0321
Attention: Law Department

Invoices and other communications shall be sent by first-class mail, postage prepaid, telex or facsimile transmission to such locations or persons as either party may designate from time to time. Either party may change its address for the receipt of notices, requests or other communications hereunder by written notice duly given to the other party. Each party shall acknowledge in writing receipt of any notice, request or other communication delivered in person.

10.3 The section headings in this Agreement are for convenience only and are in no way to be construed as part of this Agreement nor as a limitation of the scope of the particular sections to which they refer.

10.4 If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement or any other application of such term or provision shall not be affected thereby.

10.5 This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. No condition, usage of trade, course of dealing or performance, understanding or agreement purporting to amend, modify, vary, explain or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no usage of trade or course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy or of any other term, condition or provision of this contract, unless such waiver be expressed in writing and signed by the party to be bound.

10.6 This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings or representations, whether written or oral, relating to the sale and purchase of Product,

10.7 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflict of laws.

* * * * *

(signature page to Amended and Restated Purified Wet Phosphoric Acid Supply Agreement)

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

RHODIA INC.

By: /s/ Richard V. Kennedy, Jr.

PCS PURIFIED PHOSPHATES,
a Virginia general partnership

By: PCS INDUSTRIAL PRODUCTS, INC.,
a general partner

By: /s/ Illegible

By: PCS PHOSPHATE COMPANY, INC.,
a general partner

By: /s/ Illegible

Solely for the purpose of acknowledging and confirming
the assignment of any and all rights and obligations
under the 1988 Agreement to Rhodia Inc.

By: ALBRIGHT & WILSON AMERICAS LIMITED

By: /s/ Illegible

EXHIBIT A

PRODUCTS

Low Alkali Purified Acid	Low Alkali Product Code 591	Typical	Low Sulfate Product Code 592	Specification Both Code 591 & 592 except as otherwise indicated
%P ₂ O ₅	62.1		622	61.8 min.
SO ₄	212 ppm		90 ppm	250 max. (591) 100 max. (592)
Na(NH ₃)	75 ppm (1.6 ppm)		75 ppm (1.3 ppm)	100 max. (10 ppm max.)
Fe	2 ppm		2 ppm	10 max.
F	2.5 ppm		3 ppm	5 max.
Pb	<0.1 ppm		<0.1 ppm	
Al	<10 ppm		<10 ppm	
Cl	<5 ppm		<5 ppm	
Mg	<5 ppm		<5 ppm	
Ca	<5 ppm		<5 ppm	
K	<5 ppm		<5 ppm	
As	<1 ppm		<1 ppm	3 max.
Cd	<1 ppm		<1 ppm	
Ni	<1 ppm		<1 ppm	
CU	<1 ppm		<1 ppm	
Mn	<1 ppm		<1 ppm	
Cr	<1 ppm		<1 ppm	
V	<1 ppm		<1 ppm	
Heavy Metals (as Pb)	5 ppm		5 ppm	10 max.
APHA Colour Units	<10 ppm		<10 ppm	<10.
High Alkali Purified Acid			Typical Code 590	Specification Code 590
%P ₂ O ₅			59.3	59.1+0.5 or -0.5
SO ₄			265 ppm	1000 max.
%Na(NH ₃)			0.5 (76 ppm)	1.0 max. (200 ppm max.)
Fe			5 ppm	50 max.
F			24 ppm	70 max.
APHA Colour Limits			150	250 max.
Ca			<20 ppm	
Mg			<20 ppm	
Cr			<5 ppm	
Ni			<2 ppm	
V			<2 ppm	
Mn			<2 ppm	
Cu			<2 ppm	
As			<2 ppm	
Si			<10 ppm	
Cl			<20 ppm	
Pb			0.2 ppm	
Heavy Metals (as Pb)			5 ppm	

Note : Figures in the column labeled “Specification” are taken from the “Licenses and Engineering Services Agreement” - 29th July 1981, except for the figures in parenthesis, which figures are taken from the process engineering dossier for the ammonia scrub project dated 18 November 1992.

EXHIBIT B

Analytical Procedures used at Aurora for Low and High Alkali Acids

January 1, 2000

Component	Procedure			
	<i>Per Contract</i>	<i>Principle</i>	<i>PCS Phosphate Procedure #</i>	<i>Principle</i>
P205-L.Alkali	A&W T190	Titration	3.018 Density	(A/W/AS-TM)
P205-L.Alkali	A&W T190	Titration	3.002 Density	(Pyk/ICT)
P205-H.Alkali	A&W T190	Titration	3.015	Titration
S04	A&W 209	Colorimetry	8.003	ICP
Na	A&W Q711	AA	8.003	ICP
Fe	A&W Q781	AA	8.003	ICP
F(L.Alkali)	A&W 149	Distill/Colorimetry	3.004	ISE
F(H.Alkali)	A&W 149	Distill/Colorimetry	3.005	ISE
Pb	A&W Q781	AA	8.003	ICP
Al	A&W Q731	AA	8.003	ICP
Cl	A&W 270	Colorimetry	3.014/C-205A	Turbidmetric
Mg	A&W Q721	AA	8.003	ICP
Ca	A&W Q721	AA	8.003	ICP
K	A&W Q712	AA		ICP
As	A&W Q461	Colorimetry	8.003	ICP
Cd	A&W Q781	AA	8.003	ICP
Ni	A&W Q781	AA	8.003	ICP
Cu	A&W Q781	AA	8.003	ICP
Mn	A&W Q781	AA	8.003	ICP
Cr	A&W Q781	AA	8.003	ICP
V	A&W Q731	AA	8.003	ICP
Si	A&W Q731	AA	8.003	ICP
Heavy Metals	FCC	Color	FCC/3.011	Color
(as Pb)-L.Alkali				
APHA Color-	A&W MCL	Lovibond	3.023	LCS/Spectro
12/31/99	D157	Nessleriser		Pt/Co
	Pt/Co	(Glass Disks)		

AA = Atomic Absorption Spectrometry

ICP = Inductively Coupled Plasma Optical Emission Spectrometry

ISE = Ion Selective Electrode

Titration = Between 1st and 2nd endpoints

2000 Base Pricing for Purified Acid for Rhodia, FOB Aurora

	High Alkali	Low Alkali	Low Alkali Lo SO4
Rock	(****)	(****)	(****)
Sulfur/Sulfuric Acid	(****)	(****)	(****)
Conversion/Depreciation/Markup	(****)	(****)	(****)
2000 Base Prices	\$(****)	\$(****)	\$ (****)
Volume, STPYP2O5	(****)	(****)	(****)
Total		(****)	

* For any Calendar Year less than twelve (12) months in length, the volume requirements (both maximums and minimums) shall be reduced by a fraction, the numerator of which is the number of days in such Calendar Year and the denominator of which is 365 days.

Inflation Adjustment for Wet Phosphoric Acids

Adjust Rock Component annually with change in the 4th Quarter average of the monthly (****) Prices presented by Fertecon Price Service, published in Fertecon World Fertilizer Review.

Base Factor = (****) for 4th Quarter of 1999

The Price will be adjusted for a Contract Year by multiplying the base price Rock component by the ratio of the 4th Quarter weekly average for the year immediately preceding the Contract Year and the actual Base Factor for the 4th Quarter 1999.

Adjust Sulfur/Sulfuric Acid Component annually with change in the 4th Quarter average of the (****) Price as Published in Green Markets, a Pike & Fischer, Inc. publication.

Base Factor = (****) for 4th Quarter 1999

The Price will be adjusted for a Contract Year by multiplying the base price Sulfur/Sulfuric Acid component by the ratio of the 4th Quarter weekly average for the year immediately preceding the Contract Year and the actual Base Factor for the 4th Quarter 1999.

Adjust the Third Component annually with change in the (****) as Published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Base Factor = (****) estimated for December 1999

The Price will be adjusted for a Contract Year by multiplying the base price Conversion/Depreciation/Markup component by the ratio of the December (****) for the year immediately preceding the Contract Year and the actual Base Factor for December 1999.

If the (*) or any of the other adjustment factors set forth above shall cease to be published, then there shall be substituted for the (****) or such applicable factor as Partnership and Rhodia shall agree upon, and, if they are unable to agree within 90 calendar days after the applicable adjusting factor ceases to be published, such matter shall be determined by arbitration in accordance with the Rules of the American Arbitration Association.***

In the event there is any delay in the publication of any of the adjusting factors for a Contract Year which prevents the calculation of any component for the purposes of any supplies of Product in the following Contract Year, such supplies shall be involved without adjustment of the applicable component but there shall be a subsequent adjustment of the amounts payable for such supplies as soon as the relevant index or value can be determined.

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

**** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

AMENDED AND RESTATED
ACID PURCHASE AGREEMENT AMONG
RHODIA, INC., PCS SALES (USA), INC. AND
PCS NITROGEN FERTILIZER L.P.

THIS AGREEMENT, dated this 23rd day of March, 2000 (the "Effective Date"), among Rhodia Inc., a Delaware corporation ("Rhodia"), PCS Sales (USA), Inc., a Delaware corporation ("PCS"), and PCS Nitrogen Fertilizer, L.P., a Delaware limited partnership ("PCSN") amends and restates the Acid Purchase Agreement dated as of May 2, 1989 (the "Original Agreement") between Stauffer Chemical Company Division of Rhône-Poulenc Inc., Rhodia's predecessor and Arcadian Corporation, predecessor to PCS and PCSN.

Introduction .

Rhodia owns and operates a phosphoric acid extraction facility in Geismar, Louisiana ("Rhodia Plant") which is located adjacent to the phosphoric acid production facility of PCSN located at Geismar, Louisiana ("Geismar Plant"). PCS desires to sell to Rhodia and Rhodia desires to purchase from PCS certain quantities of P_2O_5 . PCSN requires sulfuric acid for the production of phosphoric acid. Rhodia desires to sell to PCS and PCS desires to purchase from Rhodia a portion of the sulfuric acid required to produce phosphoric acid at the Geismar Plant. PCS and Rhodia have been conducting business under the terms of the Original Agreement for over 10 years. Based on such premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to amend and restate the Original Agreement as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 "Green Acid" means the phosphoric acid produced by PCSN's Geismar Plant and delivered by PCSN to Rhodia at the Rhodia Plant pursuant to the terms of this Agreement.
- 1.2 " P_2O_5 " means the phosphate content of a material as measured on a phosphorus pentoxide basis.
- 1.3 "Raffinate" means the dilute phosphoric and sulfuric acid stream separated from purified phosphoric acid at the Rhodia Plant and returned, to the Geismar Plant.

2. PURCHASE OF P_2O_5

- 2.1 **Base Requirements of Rhodia .** PCS shall sell and deliver and Rhodia shall purchase and receive the P_2O_5 output requirements of the Rhodia Plant up to (****) short tons per year ("Base Requirements"), taken in

approximately equal monthly quantities, under the terms and conditions of this Agreement.

- 2.2 **Additional Requirements**. PCS shall sell and deliver from PCSN's Geismar Plant and Rhodia shall purchase and receive hereunder up to (****) short tons of P_2O_5 output above the Base Requirements. This (****) short ton amount shall be referred to herein as the "Additional Requirements." The purchase and sale of the "Additional Requirements," as to term and price, shall be governed by Article 10 hereof but shall otherwise be subject to the terms and conditions of this Agreement. PCSN shall, within the three-month period following the date of this Agreement, ascertain if, using its reasonable efforts, it can provide an additional (****) short tons of P_2O_5 to Rhodia each year in light of technical and environmental factors associated with dedicating those tons to Rhodia. If it can, upon notice to Rhodia at the end of such three-month period, the Additional Requirements of (****) short tons under this Section 2.2 shall be increased to (****) short tons.
- 2.3 **Future Requirements**. Rhodia shall advise PCS in writing if Rhodia has future requirements for P_2O_5 output at the Rhodia Plant beyond the Additional Requirements. Such notice shall include Rhodia's estimate of the volume, price and length of the purchase commitment that Rhodia desires and a proposal with respect to the additional sulfuric acid required to produce such volume. Following such notice, the parties shall discuss and evaluate any such proposal in good faith. Neither party is obligated to purchase or sell any Future Requirements under a proposal that in its sole judgment is commercially undesirable, technically infeasible or a violation of any law, regulation or applicable permit limitations.
- 2.4 **Notices with Respect to Requirements of P_2O_5** . Rhodia shall provide PCS written notice not later than August 30, of each year of Rhodia's requirements for P_2O_5 for the following calendar year.

3. **QUALITY**

- 3.1 P_2O_5 delivered to Rhodia by PCS shall be in the form of Green Acid meeting the specifications set forth in Exhibit A, attached hereto and made a part hereof. These Specifications shall be reopened and renegotiated in the event that process or raw material changes are implemented pursuant to Section 4.7 hereof.

4. **PRICE OF P_2O_5**

4.1 **Price**.

- (a) For the Base Requirements of P_2O_5 delivered to Rhodia by PCS as determined by Section 4.2, Rhodia shall pay PCS the price determined in accordance with Exhibit B, attached hereto and made a part hereof, subject

to possible adjustment resulting from an economic force majeure in accordance with Section 14 of this Agreement.

- (b) Actual price for phosphate rock paid by PCSN as defined in Exhibits B and C to this Agreement initially represented the **** price under the definition of Incoterms 1980 of the International Chamber of Commerce, actually paid by PCSN's predecessor to the (****) supplier for (****) phosphate rock under its (****) supply contract plus the cost of freight from (****) to Geismar under the relevant current charter party.

Should PCSN for any reason purchase washed (****) phosphate rock or phosphate rock with a BPL different from the BPL value assumed in Exhibits B and C, the appropriate components of EF₁ shall be revised accordingly.

Should PCSN purchase phosphate rock that does not need to be washed for use in PCSN's normal manufacturing process, then the appropriate components of EF₁ shall be revised accordingly.

Should PCSN purchase phosphate rock at a price in excess of the fair market price, then upon Rhodia's request the actual cost of PCSN phosphate rock shall be revised to eliminate any such excess cost resulting directly or indirectly from any commercial, industrial or financial arrangement, or any other kind of agreement between PCSN, its shareholders or any other entity or person entitled to or in the position to act for PCSN or to direct its business or any and all portion of its business relating to PCSN's sulfuric and/or phosphoric activity and either (i) any phosphate rock and/or sulfur supplier, its shareholders and/or any entity or person entitled or in a position to direct its supplying business and/or (ii) any PCSN customer, its shareholder or any entity or person entitled to or in a position to direct the business of said PCSN customer.

- 4.2 **Measurement.** Measurement of P₂O₅ sold and purchased shall be by tank car survey and composition analysis in accordance with Exhibit D, attached hereto and made a part hereof.
- 4.3 **Title.** Title to P₂O₅ shall pass from PCS to Rhodia when P₂O₅ passes the inlet flange of each outgoing tank car or tank truck for shipment from the Rhodia plant.
- 4.4 **Payment; Failure to Pay.** Amounts payable by either party pursuant to the terms of this Agreement shall be billed monthly for P₂O₅ supplied during the prior month and shall be payable on or before the 15th day after receipt of each invoice. PCS has received from Rhodia an advance payment of \$500,000 to cover PCSN's

cost of production in progress (the "Advance Payment"). PCS shall credit Rhodia for the Advance Payment on its final invoice to Rhodia.

4.5 Additional Deliveries

- (a) In consideration of the purchase price for P_2O_5 hereunder and the P_2O_5 and sulfuric acid content of the Raffinate stream returned to PCSN, PCS shall deliver to Rhodia at no additional charge (i) up to 0.05 tons of additional P_2O_5 contained in Green Acid for each ton of P_2O_5 purchased by Rhodia hereunder and (ii) up to 0.25 tons of 100% sulfuric acid meeting the specifications set forth in Exhibit E, attached hereto and made a part hereof, for each ton of P_2O_5 purchased by Rhodia hereunder.
- (b) If Rhodia requires more additional P_2O_5 than specified in Section 4.5(a)(i) and/or more sulfuric acid than specified in Section 4.5(a)(ii), PCS shall supply Rhodia with such additional requirements of P_2O_5 and sulfuric acid at the prices set forth in Section 4.1 or Section 7.3, as applicable.

4.6 Raffinate

- (a) At Rhodia's option, PCS shall take back Raffinate meeting the specifications and volume set forth in Exhibit F, attached hereto and made a part hereof.
- (b) Rhodia shall pay PCS the amount determined in accordance with Exhibit G, attached hereto and made a part hereof, per ton of P_2O_5 purchased hereunder to cover handling and recovery costs associated with the use of Raffinate in PCSN's process.
- (c) Title to Raffinate shall not pass to Rhodia at any time under any circumstances unless and to the extent that Rhodia opts not to return the Raffinate stream to PCS.

4.7 Cost Reduction Measures. The parties hereby agree to jointly evaluate cost reduction initiatives that may result in revisions to the price formula for P_2O_5 set forth in Section 4.1. Among the initiatives that the parties will consider are new technologies, process modifications and raw material changes. The parties are obliged to discuss and evaluate any proposed cost reduction initiatives in good faith through the establishment of a steering committee composed of representatives of the parties, including at least one senior manager from each party who is not working at either the Rhodia Plant or the Geismar Plant. Neither party is obligated to implement any proposal that in its sole judgment is commercially undesirable, technically infeasible or a violation of any law, regulation or applicable permit limitations. In the event any cost reduction measures are implemented by the parties, this Agreement (including Section

4.1(b)) shall be amended to fully reflect the impact of such measures including, for example and without limitation, such factors as the costs of production of Green Acid, the parties' respective profit margins, the consumption of raw materials such as sulfuric acid, and the volume and uses of Raffinate.

5. **Future Expansions at Geismar .**

5.1 **Expansions to Meet Future Requirements .** If Rhodia should provide a notice to PCS as provided by Section 2.3, in addition to any other alternatives being studied, the parties shall discuss alternative financial arrangements for construction of any necessary expansions and/or modification to the Geismar facility of PCSN. As with Section 2.3, neither party shall be obligated to accept any terms, arrangements, financing or any other condition which it in its sole discretion considers commercially undesirable, technically infeasible or a violation of any law, regulation or applicable permit limitation.

6. **DELIVERY OF P₂O₅**

6.1 **Risk of Loss.** Solely for purposes of establishing insurance coverage, risk of loss of the Green Acid shall pass from PCS to Rhodia when Rhodia takes custody of P₂O₅ in the form of Green Acid at the delivery point (as hereinafter defined). Any insurance proceeds with respect to any loss or damage to Green Acid or Raffinate while in the custody of Rhodia, or to P₂O₅ before title passes to Rhodia as provided in Section 4.3, shall be allocated to PCS in amounts not to exceed the total value of the P₂O₅ at prices set forth in Section 4.1. Nothing in this provision shall limit Rhodia's obligation to pay for additional P₂O₅ under Section 4.5(b).

7. **SALE AND PURCHASE OF SULFURIC ACID**

7.1 **Sales and Specification .** Rhodia shall sell and deliver to PCSN and PCSN shall purchase and take from Rhodia at the Geismar Plant sulfuric acid meeting the specifications set forth in Exhibit H, attached hereto and made a part hereof, which shall be used by PCSN exclusively for the production of phosphoric acid that is marketed by PCS, upgraded by PCSN into other products or delivered to Rhodia hereunder. For purposes hereof, PCSN shall make reasonable efforts to make arrangements for Rhodia to have access to the dock at the Geismar Plant for delivery of such sulfuric acid to PCSN.

7.2 **Quantity .**

(a) In each calendar year hereunder PCSN shall purchase and Rhodia shall supply between (****) of the amount of sulfuric acid required by PCSN for the production of P₂O₅ purchased by Rhodia hereunder, determined in accordance with the following procedures. PCSN shall provide Rhodia with written notice not later than September 30 of each year

of the amount of sulfuric acid PCSN requires Rhodia to supply for the next succeeding calendar year. PCSN shall be obligated to supply the balance of its own sulfuric acid requirements. The quantity of sulfuric acid that Rhodia supplies cannot exceed (****) of the amount of sulfuric acid required by PCSN for the production of Green Acid to be delivered to Rhodia in the next succeeding calendar year nor be less than (****) of such amount. In the event that PCSN requires from Rhodia in any calendar year during the term of this Agreement less than (****) of the amount of sulfuric acid required by it for the production of Green Acid to be delivered to Rhodia in such year (down to Rhodia's (****) minimum supply level), PCS shall pay Rhodia (****) per ton of sulfuric acid short of the (****) level as liquidated damages and not as a penalty.

- (b) In the event that either party shall fail to provide in any calendar year during the term of this Agreement at least (****) of the amount of sulfuric acid it is committed to supply for such year in accordance with Section 7.2(a) above, such party shall reimburse the other party for any financial loss the latter incurs as a result of such nonperformance within 5 business days of receipt of evidence of such loss.
- (c) In the event that PCSN in any calendar year during the term of this Agreement accepts less than (****) of the amount it is committed to take for such year in accordance with Section 7.2(a) above, PCS shall pay Rhodia (****) per ton of sulfuric acid short of such percentage to compensate Rhodia for its costs and expenses in canceling, or arranging alternative outlets for, its sulfuric acid supply, as liquidated damages and not as a penalty. Any amount paid hereunder shall be in addition to any amounts payable under the last sentence of Section 7.2(a).
- (d) In no event shall Rhodia be required to supply a volume of sulfuric acid in excess of the amount required to produce the quantity of Green Acid delivered to Rhodia under this Agreement.

7.3 **Price.** Price of sulfuric acid supplied to PCSN by Rhodia shall be set forth in Exhibit I, attached hereto and made a part hereof.

8. **PRICE ESCALATION**

- 8.1 **(****) Adjustments.** The prices of P_2O_5 and sulfuric acid sold and purchased under this Agreement may be adjusted to reflect actual changes in the (****) factors in the price formulas set forth in Sections 4 and 7 and Exhibits B and I. Such adjustments for (****) indices shall be made monthly and all other adjustments shall be made when they become effective.

- 8.2 **Record Keeping**. The parties shall maintain accounting and budget systems sufficiently detailed to provide a reasonably complete basis for cost determination and allocation by an independent auditor. Where costs include man-hours, the parties shall keep records such as work orders, logs and other time records sufficiently detailed to verify the number of hours worked per person.
- 8.3 **Independent Auditor**. On an annual basis Rhodia and PCS may designate a mutually acceptable independent auditor who shall have access at all reasonable times to such records and facilities as may be required to verify actual costs conversion ratios, inventories and similar matters related to this Agreement. Such audit shall be consistent with generally accepted accounting practices. If the results of any audit disclose a material error of omission or commission in the method of calculation of any charge hereunder, such affected calculation or charge shall be subject to retroactive adjustment relating back no further than the previous audit or reconciliation. The parties shall share equally the cost of such annual audit.

9. **TERM**

- 9.1 **Initial Term**. This Agreement shall be in effect from the Effective Date and, subject to earlier termination as set forth in this Section, shall continue in effect until (****).
- 9.2 **Initial Option to Extend**. Rhodia shall have the right, at its sole option, to extend this Agreement for an additional (****) period by giving PCS written notice at least one year prior to the expiration date of the initial term.
- 9.3 **Second Option to Extend**. Should the initial option to extend be exercised by Rhodia, Rhodia shall have the right, at its sole option, to extend this Agreement for a second (****) period by giving PCS written notice at least one year prior to the expiration of the initial renewal term.
- 9.4 **Rhodia's Option to Terminate**. Anything contained in this Agreement to the contrary notwithstanding, Rhodia shall have the option, upon at least two (2) years' prior written notice to PCS, to terminate this Agreement if Rhodia determines, in its sole discretion, that the purposes for which it extracts P_2O_5 at the Rhodia Plant are no longer economically feasible; provided, however, that prior to July 31, 2001 such termination shall be effective only if Rhodia ceases the extraction of P_2O_5 at the Rhodia Plant on the effective date of such termination. Thereafter, Rhodia may terminate this agreement pursuant to this Section 9.4 and continue the extraction of P_2O_5 at the Rhodia Plant using Green Acid supplied by third parties.

10. **TERMS AND CONDITIONS APPLICABLE TO ADDITIONAL REQUIREMENTS**

- 10.1 **Initial Term**. This Agreement as it relates to the Additional Requirements shall be in effect from the Effective Date and, subject to earlier termination consistent with this Section or any other provisions dealing with the termination of this Agreement, shall continue in effect until (****).
- 10.2 **First Renewal Term**. This Agreement as it relates to Additional Requirements shall be automatically renewed for a successive (****) year term unless and until it is terminated by either party by giving written notice to the other party of its intention to terminate this Agreement as it relates to Additional Requirements not less than twenty-four (24) months prior to the end of the initial term.
- 10.3 **Subsequent Renewal Terms**. Following the First Renewal Term, this Agreement as it relates to Additional Requirements shall be automatically renewed for successive (****) year terms unless and until it is terminated by either party by giving written notice to the other party of its intention to terminate this Agreement as it relates to Additional Requirements not less than twelve (12) months prior to the end of the First Renewal Term or the end of any Subsequent Renewal Term hereunder.
- 10.4 **Price**. The price for the Additional Requirements shall be as set forth in Exhibit J attached hereto and made a part hereof.

11. **COVENANT**

- 11.1 During the term hereof, neither PCS nor PCSN shall supply phosphoric acid produced at the Geismar Plant directly or indirectly to any other party using a solvent extraction process or any other process to produce purified phosphoric acid or related phosphate salts meeting technical or food grade specifications if, as a result of any such supply (a) PCS would not be able to take back any portion of the Raffinate that Rhodia elects to provide pursuant to Section 4.6 above or (b) Rhodia would be adversely affected by changes in the quality of, and the price Rhodia pays for, P_2O_5 hereunder, or the amount Rhodia pays under Section 4.6(b) above.

12. **WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATIONS**

12.1 **Limited Warranty**.

- (a) PCS represents and warrants to Rhodia that it has and shall have good and valid title to all Green Acid, P_2O_5 and sulfuric acid delivered by PCS to Rhodia pursuant to this Agreement and such Green Acid, P_2O_5 and sulfuric acid shall be free and clear of any liens or encumbrances thereon.

- (b) PCS represents and warrants to Rhodia that all Green Acid and sulfuric acid to be delivered by PCS to Rhodia pursuant to the terms of this Agreement shall meet the specifications as set forth on Exhibits A and E, respectively, and, subject to routine maintenance requirements, the flow of Green Acid, from PCS's Plant to Rhodia's Plant shall be continuous.
- (c) Subject to the preceding Sections 12.1(a) and 12.1(b), NEITHER PCS NOR PCSN MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, OR ANY OTHER MATTER WITH RESPECT TO THE GREEN ACID, P₂O₅ OR SULFURIC ACID.

12.2 **Limited Warranty**

- (a) Rhodia represents and warrants to PCS that it has and shall have good and valid title to all sulfuric acid delivered by Rhodia to PCS pursuant to this Agreement and such sulfuric acid shall be free and clear of any liens or encumbrances thereon.
- (b) Rhodia represents and warrants to PCS that all sulfuric acid to be delivered by Rhodia to PCS pursuant to the terms of this Agreement shall meet the specifications as set forth in Exhibit H.
- (c) Subject to the preceding Sections 12.2(a) and 12.2(b), RHODIA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, OR ANY OTHER MATTER WITH RESPECT TO THE SULFURIC ACID.

12.3 **Limitation of Liability**

- (a) PCS acknowledges that the delivery of Rhodia's requirements of Green Acid meeting the specifications set forth in Section 3 and Exhibit A hereof is critical to Rhodia's realizing the value of its investment in the Rhodia Plant. Therefore, PCS acknowledges and affirms Rhodia's right to enforce in law or equity the obligations of PCS to provide Green Acid hereunder, subject, however, to the provisions of Sections 12.3(b), 12.3(c) and 13.1

- (b) No party shall be liable to any other for special, incidental, indirect, punitive or consequential damages (including, but not by limitation, lost profits) in excess of the purchase price of the goods in respect of which such claim is made resulting from immaterial breaches of warranty with respect to the supply of Green Acid or sulfuric acid hereunder, regardless of whether such liability is based upon breach of this Agreement, negligence, breach of warranty or otherwise. For purposes of this Section, “immaterial breach” shall be defined as a breach of warranty continuing for no more than 120 consecutive hours following receipt of written notice of such breach by the breaching party. The cumulative annual total of up to 360 hours during which any breach of warranty continues after notice shall also be deemed an “immaterial breach” for purposes of this Section.
- (c) All claims by any party against any other party with respect to the Green Acid or sulfuric acid (whether based in contract, warranty, negligence, strict liability, tort, or otherwise) shall be deemed waived unless made in writing and received by the other party within ninety (90) days after delivery of the Green Acid or sulfuric acid in respect to which the claim is made.

12.4 **Indemnification**.

- (a) **Rhodia**. Rhodia shall hold harmless and indemnify PCS and PCSN (referred to collectively in this Section 12.4 as “PCS”) for all damages, claims or actions, including injury to or death of persons or damage to property, caused by or resulting from the operation of the Rhodia Plant or Rhodia’s handling or possession of Green Acid, sulfuric acid, or Raffinate pursuant to this Agreement.
- (b) **PCS**. PCS shall hold harmless and indemnify Rhodia for all damages, claims or actions, including injury to or death of persons or damage to property, caused by or resulting from the operation of the Geismar Plant or PCS’s handling or possession of Green Acid, sulfuric acid, or Raffinate pursuant to this Agreement.
- (c) **Employees**. Employees or representatives of any party, who are present under any provision of this Agreement on the properties of another party, shall be there at the risk of the employer of such persons, and such employer agrees to fully protect and indemnify the other party against any liability to such employees or representatives, except in those instances where the liability grows out of the sole negligence or willful misconduct of such other party. Further, each party agrees to save harmless and indemnify the other against claims for injuries or damages to persons or property occurring on the indemnified party’s property and caused or

alleged to have been caused by employees or the other party while such employees were present on the indemnified party's property.

13. **PERFORMANCE**

13.1 **Excuse of Performance**.

- (a) **Force Majeure**. No liability shall result from delay in performance caused by circumstances beyond the control of the party affected, including, but not limited to act of God, fire, flood, war, government action, equipment failure, labor trouble or shortage, inability to obtain adequate material, equipment or transportation. Quantities so affected may be eliminated from the contract at the discretion of the party affected without liability, but the contract shall remain otherwise unaffected.
- (b) **Efforts to Overcome Force Majeure**. Each of PCS, PCSN and Rhodia agrees that if such party is prevented by force majeure from performing in whole or in part its undertakings hereunder, it shall diligently use all reasonable efforts to overcome such force majeure and to resume in full performance of all of its obligations hereunder.
- (c) **Settlement of Strikes and Labor Disturbances**. The settlement of strikes, or labor disturbances shall be entirely within the discretion of the party having the difficulty, and any requirement that force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or labor disturbances by acceding to the demands of the opposing party or parties when such course is inadvisable in the discretion of the party having the difficulty.
- (d) **Notice of Force Majeure**. In the event that PCS, PCSN or Rhodia shall be rendered unable, wholly or in part, by force majeure, to carry out its obligations, other than to make payments, notice and full particulars of such force majeure shall be given to the other parties as promptly as practicable after the occurrence of such force majeure and provided such notice is given as aforesaid, the obligations hereunder of the party giving such notice, so far but only so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such party shall remedy such inability with all reasonable dispatch.
- (e) **Deliveries**. In the event delivery of Green Acid by PCS to Rhodia is suspended or not made by reason of this Section 13, Rhodia shall have the right to purchase Green Acid to replace such quantities from third parties. Under such circumstances, unless excused by force majeure, PCS shall not be relieved of its obligation hereunder to receive and process Raffinate,

provided that PCS shall not be required to add new, handling or processing systems and/or to transport Raffinate offsite and further provided that such handling and/or processing is permitted under the then-existing governmental permits that have been issued to PCS or PCSN and is not violative of any law or regulatory requirement.

14. **ECONOMIC FORCE MAJEURE**

14.1 If, at any time during the term of this Agreement, PCS or PCSN (collectively referred to as “PCS” for purposes of this Section) reasonably determine that:

- (a) it is not in PCS’s economic interest to run the Geismar Plant due to events or circumstances outside of PCS’s control, including but not limited to market pricing conditions or government regulations, which eliminate PCS’s earnings at the Geismar Plant (before interest and taxes as determined in accordance with GAAP) for a consecutive eighteen-month period after taking into account the supply of P_2O_5 under this Agreement but excluding the impact on the Geismar Plant of strategic and manufacturing decisions implemented by PCS in its sole discretion, including but not limited to the shift of production, to other PCS sites; and
- (b) PCS would shut down the Geismar phosphoric acid plant solely due to such events or circumstances, were it not for PCS’s obligations to Rhodia under this Agreement;

(such determinations constituting a declaration by PCS of “economic force majeure”), then PCS shall notify Rhodia in writing of such determinations and, beginning on the date of PCS’s notice (“Notice Date”) and ending no later than six months after the Notice Date, the parties will discuss and evaluate in good faith proposals to address such economic force majeure in a manner that (i) does not obligate Rhodia to suffer any adverse financial or operational consequences therefrom and (ii) provides PCS with some relief from the financial consequences thereof. Upon expiration of such period, Rhodia, in the exercise of its sole discretion and upon written notice to PCS, will select a proposal to address such economic force majeure should it continue, which approach shall be implemented on or before eighteen months after the Notice Date provided that PCS has the right to reject any approach selected by Rhodia and continue to operate under the terms of this Agreement. Such approaches may include, by way of illustration and without limitation:

- A. Rhodia’s lease or purchase of the Geismar Plant at mutually acceptable financial terms and on mutually acceptable terms and conditions; or
- B. Rhodia’s commitment to purchase (****) of tie P_2O_5 output of the Geismar Plant run at maximum capacity at the then current price for the Base Requirements; or

- C. PCS's agreement to permit Rhodia to purchase and have delivered Green Acid to replace all amounts deliverable hereunder, which agreement would entail access to all docks at the Geismar Plant, utilization of all Green Acid storage facilities, supply of steam and power and funding of capital investments for handling Raffinate, among other items; or
- D. PCS's agreement to supply Rhodia with purified phosphoric acid of a quality and in amounts equivalent to that produced by Rhodia at the Rhodia Plant at a price equal to Rhodia's cash cost of production therefor.

15. **INSURANCE**

- 15.1 **Insurance Certificate**. Each party shall furnish the other party a Certificate of Insurance coverages, which certificate shall state that insurance coverage shall not be terminated, reduced, or allowed to expire without first giving the other party to this Agreement at least thirty (30) days prior written notice.
- 15.2 **Minimum Insurance Requirements**. Each party shall take out and maintain at its own expense during the term of this Agreement at least the following insurance coverage which minimums the parties shall review and adjust prior to the commencement of any renewal term for Rhodia's Base Requirements:

COVERAGE

LIMITS

Workers Compensation

Statutory

Public Liability
(Bodily Injury)

\$5,000,000 each person
\$25,000,000 each occurrence

Public Liability
(Property Damage)

\$25,000,000 each occurrence

Automobile Liability
(Bodily Injury and Property Damage)

\$10,000,000 combined single limit

- 15.3 **Contractual Endorsement**. The insurance certificate described in this Section shall include a certification that the above-described insurance coverage includes contractual coverage for the liability under this Agreement of the relevant party.
- 15.4 **Waiver of Subrogation**. Each party shall secure from the company carrying such party's Worker's Compensation and Employer's Liability insurance coverage a waiver of subrogation in favor of the other party to this Agreement and its employees and shall furnish to such other party a copy of such waiver.

15.5 **No Limitation On Liability**. The insurance requirements set forth herein are minimum coverage requirements and are not to be construed in any way as a limitation on any party's liability.

16. **DELIVERY**

16.1 **Delivery Point**. All Green Acid or Sulfuric Acid provided in accordance with Section 4.5(a) hereof (referred to solely for purposes of Sections 16.1 and 16.2 hereof as "Sulfuric Acid") furnished hereunder by PCS to Rhodia shall be supplied and delivered to Rhodia at the boundary line of the Rhodia Plant at the point where the pipeline through which the Green Acid or Sulfuric Acid is transported crosses such boundary line. Such point is referred to herein as "delivery point".

16.2 **Responsibility for Piping**. All piping and other equipment used in manufacturing, generating, and delivering the Green Acid or Sulfuric Acid to the delivery point shall be furnished, owned, operated, and maintained by PCS or PCSN at its own expense. All piping and other equipment used in transporting, regulating, and utilizing the Green Acid or Sulfuric Acid beyond the delivery point shall be furnished, owned, operated, and maintained by Rhodia at its own expense.

16.3 **Sulfuric Acid**. Sulfuric acid furnished hereunder by Rhodia to PCS shall be delivered by barge, ship or, in the event access cannot be provided to Rhodia in accordance with Section 7.1, tank truck, to PCS FOB the Geismar Plant. Rhodia may make shipments by any other practicable means acceptable to PCS. In the case of bulk carload, tank car, tank truck or barge shipments, Rhodia's weight shall govern unless proved to be in error.

16.4 **Raffinate**. All Raffinate returned hereunder by Rhodia to PCS shall be delivered to PCSN at the boundary line of the Geismar Plant at the point where the pipeline through which the Raffinate is transported first crosses such boundary line.

17. **ASSIGNMENT**

17.1 **Assignment**. The rights and obligations of a party to this Agreement shall be assigned and delegated to the entity into which such party or its permitted assignee or successor may be merged or consolidated or by a purchaser of all or substantially all of a party's assets. This Agreement shall not be otherwise assignable or delegable by either party without the written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed, provided, however, that it may be assigned to a subsidiary of a party hereto without any such consent and, provided, further, that PCSN may assign this Agreement to any affiliate that acquires the assets of the Geismar Plant with notice to Rhodia but without any such consent. Any such assignment shall not

relieve the assignor or its successor in interest of its obligations hereunder. Except as so provided, any purported assignment hereof shall be null and void.

18. **NOTICES**

18.1 **Notices** . All notices under this agreement shall be deemed duly given if in writing and hand delivered or sent by post-paid registered or certified mail, addressed to the respective parties at the addresses stated below, or such other addresses as they shall respectively hereinafter designate in writing from time to time:

To PCS and/or PCSN:

PCS Sales (USA) Inc.

3175 Lenox Park Boulevard

Suite 400

Memphis, TN 38115

Attention: Vice President – Industrial Sales

Rhodia, Inc.

259 Prospect Plains Road

Cranbury, NJ 08512

Attention: President - Specialty Phosphorus Products

19. **PERMITS AND LICENSES**

19.1 **Permits and Licenses** .

- (a) **PCS** . PCS, PCSN and their respective affiliates shall use all reasonable efforts to obtain and keep in effect any permits, licenses, and other forms of documentation required now or hereafter to operate the Geismar Plant in compliance with governmental orders, regulations, ordinances, rules, actions, or laws.
- (b) **Rhodia** . Rhodia shall use all reasonable efforts to obtain and keep in effect any permits, licenses, and other forms of documentation required now or hereafter to operate the Rhodia Plant in compliance with governmental orders, regulations, ordinances, rules, actions, or laws.
- (c) **Performance Under this Agreement** . Each party shall use all reasonable efforts to keep in effect all other permits, licenses, and other forms of documentation required now or hereafter in order for such party to comply with governmental orders, regulations, ordinances, rules, action, or laws in its performance under this Agreement.

- (d) **Copies of Permits and Licenses**. Each party shall furnish copies of all permits, licenses, or other forms of documentation obtained under this Section to the other party upon request of and without charge to such other party.

20. **HAZARDOUS NATURE OF MATERIAL**

- 20.1 **Hazardous Nature of Material**. Each party knows and understands that Green Acid, sulfuric acid, Raffinate, and materials manufactured by Rhodia are or may have been in contact with certain materials that are toxic, corrosive, dangerous, or hazardous. Each party, as applicable, agrees to advise and inform its employees, agents, and representatives, and any independent contractor employed by such party and any immediate purchaser of product from the Rhodia Plant of the nature of the Green Acid, sulfuric acid, Raffinate, and materials manufactured by Rhodia, the hazards associated with the Green Acid, sulfuric acid, Raffinate, and materials manufactured by Rhodia, any recommended handling precautions, and all appropriate measures to insure the safety and well-being of persons, property, and the environment prior to commencement of work involving the Green Acid, sulfuric acid, Raffinate, and materials manufactured by Rhodia or the purchase thereof. Each party, as applicable, shall promptly inform the other in writing of any health, safety, or environmental hazard relating to the Green Acid, sulfuric acid, Raffinate, and materials manufactured by Rhodia that becomes known to such party subsequent to the execution of this Agreement.

21. **MISCELLANEOUS**

- 21.1 **Services Agreement**. The parties shall continue in effect the Geismar Complex Service Agreement dated as of December 12, 1989.
- 21.2 **Entire Agreement**. As to matters, including without limitation, volumes and pricing of P_2O_5 , on and after the Effective Date, this Agreement and any exhibits attached hereto, shall constitute the full understanding of the parties, the complete allocation of the risks between them, and a complete and exclusive statement of the terms and conditions of their agreement with respect to the subject matter hereof. Except as provided in Sections 21.1 hereof, all prior agreements, negotiations, dealings, and understandings, whether written or oral, regarding the subject matter hereof, are hereby superseded and merged into this Agreement. No conditions, usage of trade, course of dealings, or performance, understanding, or agreement purporting to modify, vary, explain, or supplement the terms and conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the acknowledgment or acceptance of a purchase order or shipping instruction form containing terms or conditions in conflict with or in addition to those set forth in this Agreement. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance shall be deemed

to constitute a continuing waiver of any breach or default or of any right or remedy, unless such waiver be expressed in writing, signed by the party to be bound.

- 21.3 **Full Understanding** . The parties fully understand this Agreement and have declared that they have not waived any default.
- 21.4 **Third Parties** . This Agreement is intended to benefit only the parties hereto and no third party shall be entitled to rely on the matters set out herein or benefit as a third party beneficiary of such matters or agreements.
- 21.5 **Effective Date** . The effective date of this Agreement shall be the date first indicated above, although it may be signed by one or more of the parties on different dates.
- 21.6 **Compliance With Laws** . Each party shall comply with all the laws, ordinances, regulations, rules, orders, and actions, whether federal, state, or local, which may now or hereafter be applicable to its performance under this Agreement.
- 21.7 **Environment** . Each party, as applicable, shall use all reasonable efforts to prevent hazards to health and the environment in the generation, handling, possession, transportation, processing, use, resale and/or disposition of Green Acid, sulfuric acid, Raffinate, and the materials manufactured by Rhodia in accordance with this Agreement.
- 21.8 **No Partnership** . Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or partnership or joint venture between PCS, PCSN and Rhodia or any combination thereof.
- 21.9 **Independent Business** . In the performance of this Agreement, the parties are engaged in independent businesses, and nothing in his Agreement shall be construed to:
- (a) grant either party any right to control the other party with respect to the conduct of its business;
 - (b) make either party a partner, joint venture, agent, or other representative of the other party;
 - (c) grant either party any right or authority to assume or create any obligation on behalf or in the name of the other;
 - (d) accept legal summons or legal process for the other.

-
- 21.10 **Employees**. Neither party shall have the right to exercise any control over the other's employees, all of whom are entirely under the control and the direction of the party employing the same who shall be responsible for their actions and omissions.
- 21.11 **Commissions or Fees**. Neither party shall pay any commissions or fees or grant any rebates to any employees, officers, or authorized representatives of the other party.
- 21.12 **Calculations**. All calculations, payments, and statements of payments due under this Agreement shall be accompanied by supporting documentation, if requested. The party preparing such calculations and statements shall maintain sufficient records kept in accordance with generally accepted accounting principles, to verify such calculations and statements.
- 21.13 **Severability**. Should any provision of this Agreement be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the valid provision, and, to this end, the provisions hereof are severable.
- 21.14 **Cumulative Rights**. The rights, powers, and remedies of the parties to this Agreement are cumulative and concurrent, and in addition to all other rights, remedies and powers.
- 21.15 **Governing Law and Venue**. This Agreement, including all exhibits hereto or expressly referred to herein and other associated documents, shall be governed by and enforced in accordance with the laws of the State of New York.
- 21.16 **Headings**. The headings of the various paragraphs and sections herein have been included for convenience and reference only and shall not affect in any way the express provisions of this Agreement.
- 21.17 **Counterparts**. For the convenience of the parties, this Agreement, including all exhibits hereto or expressly referred to herein and other associated documents, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed in its corporate name and its respective name, effective the Effective Date.

WITNESSES:

/s/ Illegible

/s/ Illegible

/s/ David C. Butow

David C. Butow

PCS SALES (USA) INC.

By: /s/ Illegible

Title: Illegible
Date: March 21, 2000

**PCS NITROGEN FERTILIZER, L.P.
by PCS NITROGEN FERTILIZER
OPERATIONS, INC., its General
Partner**

By: /s/ Illegible

Title: Vice President - Manufacturing
Date: March 21, 2000

RHODIA INC.

By: /s/ Richard V. Kennedy Jr.

Title:
Date:

EXHIBIT A

GREEN ACID PRODUCT SPECIFICATION

		MINIMUM	TYPICAL	MAXIMUM
P ₂ O ₅	%	52	54	N.A.
SO ₄	%	2	3	5
Fe	ppm		3750	Al+Fe <14,000
Al	ppm		2700	
Mg	ppm		1300	8000
Mo	ppm		5	25
F	ppm		5000	5000
Ca	ppm		220	300
Na	ppm		600	5000
K	ppm		1000	2000
As	ppm		16.4	50
Cd	ppm		64	150
Ni	ppm		24	100
Cu	ppm		18	100
Mn	ppm		115	300
Cr	ppm		260	500
Zn	ppm		240	500
V	ppm		135	300
Cl	ppm		45	50
C org	ppm		114	250
SiO ₂	ppm		778	3000
B	ppm			50
U	ppm			150
NO ₃	ppm		<100	100
Solid Content			0.5	0.5

EXHIBIT B

Base Requirements price formula:

(****)

(****)

Where:

P_1 = Price in dollars per short ton of P_2O_5 removed.

EF_1 = Rock escalation factor defined as the then-current actual cost of PCSN's phosphate rock divided by PCSN's actual cost of phosphate rock on (****) which is set forth in Exhibit C, attached hereto and made apart hereof.

EF_2 = Operating cost escalation factors as defined in Exhibit C.

EF_3 = Sulfuric acid escalation factor defined as the then-current actual cost of PCSN's sulfur divided by PCSN's actual cost of sulfur on (****), which is set forth in Exhibit C.

U_s = Sulfuric acid usage factor defined as the amount of 100% sulfuric acid required to produce one ton of P_2O_5 . Usage rate defined in Exhibit C, attached hereto and made a part hereof, shall be the actual usage rate not to exceed an annual weighted average of (****) tons of 100% sulfuric acid per ton of P_2O_5 . PCS's December invoice for each year shall be adjusted, if necessary, to reflect the final annual weighted average usage rate.

EXHIBIT C
ESCALATION FACTORS

I. (***)

- Where: (****) = The (****) for unwashed phosphate rock under the current terms and conditions of the then current supply contract.
- (****) = The (****) for phosphate rock delivered to the Geismar Plant under the terms and conditions of the then current charter party.
- (****) = The then current consumption of phosphate rock (NT) required to produce one net tons of (****) P_2O_5 as (****) phosphoric acid.
- (****) = The (****) for unwashed phosphate rock under the terms and conditions of the then current supply contract.
- (****) = The (****) for phosphate rock delivered to the Geismar Plant under the terms and conditions of the then current charter party.
- (****) = The (****) consumption of phosphate rock (NT) required to produce one net ton of (****) P_2O_5 as (****) phosphoric acid.

II. (***)

- Where: (****) = The (****) reported for the period two months prior to the then current billing period. The recognized (****) for this Agreement will be (****) prepared by the U.S. Department of Labor, Bureau of Labor Statistics.

EXHIBIT C (cont.)

(****) = The (****) reported for the month of January (****). The recognized (****) for this Agreement will be (****), prepared by the U.S. Department of Labor, Bureau of Labor Statistics.

III. (****) (****)
(****)

Where: (****) = The price of sulfur under the terms and conditions of the then current supply contract.

(****) = The (****) price of sulfur under the terms and conditions of the then current supply contract.

IV. (****)
(****)

Where: (****) = The net tons of (****) sulfuric acid consumed in the phosphate rock attack during the then current month.

(****) = The net tons of (****) P_2O_5 as (****) phosphoric acid produced during the then current month.

EXHIBIT D

MEASUREMENT AND ANALYSIS OF P_2O_5

Measurement of P_2O_5 sold and purchased shall be actual tank car shipping weights as determined by PCSN's certified rail scales, less tank car heels. P_2O_5 content of outgoing shipments shall be determined by mutually acceptable analysis.

EXHIBIT E

99% SULFURIC ACID

Specifications

Sulfuric Acid (H ₂ SO ₄), Wt. %	98.5 – 99.5
Color	50 Max. APHA
Turbidity	125 NTU Max.

Typical Composition and Properties

Sulfuric Acid (H ₂ SO ₄), Wt.	99.3	Cl, ppm	<0.05
Fe, ppm	13.2 ⁽¹⁾	NH ₃ , ppm	8.9
Cu, ppm	<0.2	Ni, ppm	6.8
Zn, ppm	0.55	SO ₂ , ppm	12.6
Pb, ppm	0.02	N ₂ O ₃ , ppm	<0.1
Mn, ppm	0.47	NVM, ppm	123
SiO ₂ , ppm	0.02	Organics, ppm	<1
CaO, ppm	1.49	Color, APHA	20
MgO, ppm	1.48	Heavy Metals as Pb, ppm	<10
Al ₂ O ₃ , ppm	0.66	Sp, Gr., 60°F/60°F	1.831
As, ppm	<0.50	Density, Lbs/gal @ 60°F	15.27
Se, ppm	0.11	Oxidizable Impurities, nil of .02 N KMnO ₄ /25 nil acid	0.5

(1) Iron level will vary with length of storage in steel tank.

EXHIBIT F

RAFFINATE SPECIFICATIONS

A. Composition

	Normal	Maximum	Comments
<u>Analysis by Weight</u>			
P2O ₅ %	2.5	3.5	With (****)
Na%	1.7	2.5	With other rocks
N ₂ SO ₄ %	16.6	20.0	
Carbon ppm	30	75	30% of incoming carbon
TBP ppm	5-10	25	

All other elements fed with green acid will show up on Varying amounts in the Raffinate Stream.

B. Throughput

	Normal	Maximum
Raffinate Flow (Ton/Ton P ₂ O ₅)	(****)	(****)

EXHIBIT G

Raffinate calculations

Total Raffinate Charge, \$ per ton (****)

- A = Actual delivered rock cost per ton in dollars as P_2O_5 times (x) the current consumption of Phosphate Rock to produce one net ton of (****) P_2O_5 .
- B = Sulfuric Acid cost per ton of P_2O_5 at the current Sulfuric Acid price per Exhibit B times (x) the current consumption of Sulfuric Acid to produce one net ton of (****) P_2O_5 .
- C = (****) As (****) is defined in Exhibit C
- D = Prices of Sulfuric Acid used = contract price for Sulfuric Acid (Exhibit B) times (****), between (****).

An Example:

- A = (****)
- B = (****)
- C = (****)
- D = (****)

Total Raffinate charge =(****)

EXHIBIT H

PRODUCT SPECIFICATIONS AND TYPICAL ANALYSIS

Product	Sulfuric Acid
Grade	Technical
Manufacturing Plant	Baton Rouge, LA

Specification

Test

Assay (H_2SO_4)

Color

Limits

93% minimum

cloudy to clear

Typical Analysis

Test

Assay (H_2SO_4)

Limits

93.5% and 98.5%

Rhodia shall exercise its best efforts to supply maximum assay up to 98._%.

EXHIBIT I

Sulfuric acid price formula:

$$P_2 = (****)$$

Where:

P_2 = Price in dollars per short ton of 100% sulfuric acid delivered to PCSN's Geismar, LA plant.

EF

EF_3 = Sulfuric acid escalation factor defined in Exhibit C.

EXHIBIT J

Additional Requirements - price formula

(****)

(****)

Where:

P_1 = Price in dollars per short ton of P_2O_5 removed.

EF_1 = Rock escalation factor defined as the then-current actual cost of PCSN's phosphate rock divided by PCSN's actual cost of phosphate rock on (****), which is set forth in Exhibit C, attached hereto and made a part hereof.

EF_2 = Operating cost escalation factors as defined in Exhibit C.

EF_3 = Sulfuric acid escalation factor defined as the then-current actual cost of PCSN's sulfur divided by PCSN's actual cost of sulfur on (****), which is set forth in Exhibit C.

U_s = Sulfuric acid usage factor defined as the amount of (****) sulfuric acid required to produce one ton of P_2O_5 . Usage rate defined in Exhibit C, attached hereto and made a part hereof, shall be the actual usage rate not to exceed an annual weighted average of (****) sulfuric acid per ton of P_2O_5 . PCS' s December invoice for each year shall be adjusted, if necessary, to reflect the final annual weighted average usage rate.

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

**** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

Base Agreement Nr. 0248-00

BASE AGREEMENT

Base Agreement executed on September 1, 2003 between **Pemex- Gas y Petroquímica Básica** , hereinafter **PGPB** , represented by its **Sales Manager, Atty. Juan Marcelo Parizot Murillo** , and **RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.** hereinafter the Purchaser, represented by its **Director of Finance, Atty. Silvio Fagundes Lucinda** in accordance to the following Declarations and Clauses.

DECLARATIONS

PGPB declares:

- I. That it is a decentralized public entity of the Federal Government of the Mexican United States, of a technical, industrial and commercial character, with legal personality and its own patrimony, and with legal capacity to execute this Base Agreement, in accordance to the Organic Law of Petroleos Mexicanos and Subsidiary Entities, published in the Official Daily of the Federation on July 16, 1982;
- II. That it indicates its fiscal domicile to be at: Av. Marina Nacional 39, Torre Ejecutiva, 39th . floor, Col. Huasteca, C. V. 11311, Mexico, D.F. and that its R.F.C is PGP910716MT6;
- III. That in its character of decentralized public entity, its purpose is the processing of Natural Gas, Natural Gas liquids and artificial gas, the storage, transportation, distribution and commercialization of these hydrocarbons, as well as its derivatives that may susceptible of serving as basic industrial raw materials;
- IV. That the First Hand Sales of Natural Gas are activities regulated by the Reglamentary Law of Constitutional Article 27 in the Field of Petroleum, the Natural Gas Regulations, the Law of the Regulatory Commission of Energy, the directives issued by said Commission, the Terms and Conditions and other applicable dispositions;
- V. That it is willing to sell and deliver Natural Gas to the Purchaser in accordance with the Terms and Conditions;
- VI. That it has the organization, the elements and the technical, financial, commercial and legal capacity to meet all the obligations derived from this Base Agreement and from the VPM Contracts;
- VII. That its legal representative, Atty. Juan Marcelo Parizot Murillo is empowered to execute this Base Agreement, as stated on Public Instrument No. 74.346, issued on December 10, 1997, by Notary Public Nr. 114, of Mexico, D.F. Atty. Ma. Teresa Rodriguez y Rodriguez, same which, under protest to tell the truth, has not been modified or revoked

to the date of execution of this Base Agreement, and that he encloses a certified copy of same on Attachment A.

The Purchaser declares:

- I. That it is an anonymous corporation of variable capital and accredits its personality by means of Public Instrument Nr. 65,786 issued on July 6, 2000, before Notary Public 137, of Mexico, D.F., Atty. Carlos de Pablo Serna and duly inscribed on the Public Registry of Property and Commerce of Mexico, D.F., on July 28, 2000, under number 103384;
- II. That it indicates its legal domicile to be at: Domicilio Conocido S/n, Com. Ind. Pajaritos, Coatzacoalcos, Veracruz and its R.F.C. is RFM00711PK4;
- III. That it recognizes that the sales of Natural Gas derived from this Base Agreement are First Hand Sales and that it submits to the Terms and Conditions;
- IV. That it wishes to acquire and receive from PGPB Gas Natural, subject to that established in this Base Agreement and the Terms and Conditions;
- V. That it has the organization, elements and technical, financial, commercial and legal capacity to fulfill the obligations that may derive from this Base Agreement;
- VI. That its representative is empowered to execute this Base Agreement, as stated in the Power of Attorney contained in Public Instrument Nr. 65,788, issued on July 6, 2000 by Public Notary Nr. 137 of Mexico, D.F., Atty. Carlos de Pablo Serna, and duly inscribed in the Public Registry of Property and Commerce of Mexico, D.F., on July 28, 2000, under number 103384, which, under protest to tell the truth, has not been modified or revoked to the date of the execution of this Base Agreement, and that it encloses a certified copy of same in Attachment B;
- VII. That at the time of the execution of this Base Agreement it is up to date in the payment of its fiscal obligations.

The above having been stated, the parties agree to submit to the following:

CLAUSES

CLAUSE 1 Objective. The objective of this Base Agreement is for PGBP to sell Gas to the Purchaser through the execution of VPM contracts and that the latter be able to place Orders to PGBP, reason for which both parties submit to the Terms and Conditions.

CLAUSE 2. Incorporation of the Terms and Conditions. The Parties assume all the rights and obligations established in the Terms and Conditions, as they may be current, which form an integral part of this Base Agreement and are herein accepted as reproduced same as if they were inserted.

CLAUSE 3 Payment . The payments to be made by the Purchaser to PGBP will be made through the following means, as available:

- | | |
|------------------------|---|
| 1. Payments in cash | Deposit in banking account |
| 2. Electronic Transfer | Banamex 08700036775 through |
| 3. Interbank payment | Linea Banamex |
| | Inverlat 4664426 (in this case it will be necessary |
| | to open an electronic transfer contract) |

CLAUSE 4 Representatives. For everything related to this Base Agreement and the VPM Contracts, both parties appoint the following persons as commercial, operative and financial representatives:

PGBP:
Representative:
Eng. Adrián Alvarez Arciga
Telephone: (5) 232-5967
Telefax: (5) 232-6007
E-mail
Alvarez@gas.pemex.com

Substituterepresentative:
Eng. Gerardo Gaona Ojeda
Telephone:(5) 232-5958
Telefax:(5) 232-6007
E-mail:
Ggaona@gas.pemex.com

The Purchaser:
Representative:
Aty. Silvio Fagundes Lucinda
Telephone:(5) 2832808
Telefax:(5) 2834500
E-mail
silvio.fagundes@rhodia.com.mx

SubstituteRepresentative:
Eng. Rodolfo Menendez Menendez
Telephone(5) 2832819
Telefax:(5) 2882847
E-mail:
rodolfo.menendes@rhodia.com.mx

CLAUSE 5 Notifications. For the purpose of notifications and communications related to this Base Agreement and the VPM contracts, the parties indicate the following as domicile, telephone number, telefax and E-mail:

PGBP:

RHODIA FOSFATADOS DE MEXICO,
S.A. DE C.V.

Domicile: Av. Marina Nacional # 329
Ind. Pajaritos, Coatzacoalcas, Veracruz

Domicile: Domicilio Conocido s/n, Com.

Telephone: 01 800 800 7472
Telefax: (5) 232-6014
E-mail
Ggaona@gas.pemex.com

Telephone: (015) 2832819
Telephone (015) 2832847
E-mail
rodolfo.menendes@rhodia.com.mx

CLAUSE 6 Modifications. The parties may agree on modifications to this Base Agreement and/or the VPM Contracts, by means of written agreement between both parties, which should be subject to the Terms and Conditions. In any event, the modifications to the Terms and Conditions will be understood as integrated to this Base Agreement and to the corresponding VPM Contracts as of the date of their effectiveness.

CLAUSE 7 Arbitral commitment. The controversies that may arise between the parties in relation to this Base Agreement and the VPM Contracts, should be resolved through the Arbitral procedure that the Purchaser may choose in accordance with Clause 31 of the Terms and Conditions.

CLAUSE 8 Duration . The duration of this Base Agreement will be indefinite as of November 1st, 2000. In testimony of which, the parties sign this Base Agreement in duplicate, in the City of Veracruz, Veracruz, on the above mentioned date.

For PGBP
(Illegible signature)
Aty. Juan Marcelo Parizot Murillo
Sale Manager

For the Purchaser
(Illegible signature)
Aty. Silvio Fagundes Lucinda
Director of Finance

México, D.F., October 3, 2003

“2003, Year of the CCL Anniversary of the Birthdate of
Don Miguel Hidalgo y Costilla, Father of the Country”

SRN – 103/2003

Rhodia Fosfatados de México, S.A. de C.V.
Lilian Diaz Gonzalez Gallardo
Tel. 4322-4823
Fax: 5322-4898

Subject: Results of the Commercial Justification for the Reduction of Warranties 2003-2004

As you are aware, for the purpose of reducing the cost of carrying out commercial transactions with Pemex Gas and Basic Petrochemical, through the evaluation of your financial statements we offered you the option to reduce or eliminate the submittance of a warranty.

Since the results of this analysis did not favor your company for the exemption of the warranty, as an additional effort, this Office presented a Commercial Justification to the Credit Committee of this Entity, in which the partial or total exemption of this warranty was again requested.

For this reason I am pleased to notify you that the Credit Committee of this Entity authorized the total exemption to your company for Commercial Justification for a period of 6 months as of October 1st. 2003 to March 31st. 2004, for a limit of credit corresponding to \$13,922,975.

We do not omit to mention that this exemption was conditioned to the timely payment of your consumption, underlining the fact that if your company incurs in 1 non-compliance during the above mentioned period, the exemption to this warranty will be automatically canceled, and you must then submit the corresponding warranty for an amount that shall be informed by this office, or else, in the event that may want to continue carrying out your consumption without warranty, you will be able to do so under the basis of prior payment.

Without further comment, please receive a cordial greeting.

Sincerely,
(Signature)
Eng. Gerardo Gaona Ojeda
Asst. Manager
c.c. Atty. Marcelo Parizot M., Sales Manager

Marina Nacional 329
EdificioB- 1 9th. Floor
Col. Huasteca

“At PGPB the highest priority is the
of our workers, our clients, our neighbors
and the environment”

Tel: (55) 5232-5958
5232-5960
Fax: (55) 5232-6008
5232-6014

Mexico, D.F., November 11, 2003.

Pemex-Gas y Petroquímica Básica.
Sub-Direction for Natural Gas.
Business Development Managing Bureau
Present,

Attention: Atty. Javier R. López Ramos.

I, JOSE ROBERTO FLORES ATHIE legal representative of **RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.**, as stated in public instrument 70,939, dated January 30, 2002, issued by Atty. **CARLOS DE PABLO SERNA, NOTARY PUBLIC Number 137**, of **MEXICO CITY, FEDERAL DISTRICT**, hereby inform you the following:

Through this means, and in the exercise of the powers vested in me through public the instrument referred to in the preceding paragraph, in the name and representation of **RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.**, I expressly manifest my acceptance, and therefore, adhesion to all of the terms and conditions of the Master Contract of Coverage whose execution is offered by Pemex-Gas y Petroquímica Básica, to provide its Clients with coverage mechanisms that will protect them against the fluctuations that may occur in the price of natural gas sold and delivered under the Purchase/sale Contracts, as the latter concept is defined in the text of said contract.

To this effect, I make the following declarations:

- A. Name, trade name or denomination of the represented. **RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.**
- B. Public instrument(s) in which the incorporation of the represented is stated? **PUBLIC INSTRUMENT** number **22,607**, dated **DECEMBER 15, 1987**, issued by **NOTARY PUBLIC** number **136** of **MEXICO CITY, FEDERAL DISTRICT**, Attorney **JOSE MANUEL GOMEZ DEL CAMPO LOPEZ**, which was duly inscribed in the Public Registry of Commerce de **MEXICO, FEDERAL DISTRICT**, under **MERCANTILE DOCKET NUMBER 103384**, on **MAY 25 1988**; which has **INDEED** been modified.

*NOTE: SHOULD THERE BE A MODIFICATION TO THE CLIENT'S INCORPORATION, PROVIDE THE DATA OF THE PUBLIC INSTRUMENT (S) WHERE THESE ARE ESTIPULATED AS INDICATED FOREWITH, OTHERWISE OMIT THE FOLLOWING PARAGRAPHS.

Said modification(s) is stated in: **PUBLIC INSTRUMENT** number **83,289** , dated **JULY 23, 1992** , issued by **NOTARY PUBLIC** number **83** of **MEXICO CITY, FEDERAL DISTRICT**, Attorney **ALBERTO T. SANCHEZ COLIN** , which was duly inscribed in the Public Registry of Commerce of **MEXICO CITY, FEDERAL DISTRICT** under **MERCANTILE DOCKET NUMBER 103384**, on **AUGUST 7, 1992**.

*** NOTE :** COMPLETE THE FOLLOWING PARAGRAPH ONLY WHEN THERE IS ONE OR MORE ADDITIONAL MODIFICATIONS TO THE ONE INDICATED IN THE PRECEDING PARAGRAPH.

Likewise, other(s) appear in the following public instrument(s) **1) PUBLIC INSTRUMENT 34,108 DATED DECEMBER 26, 1984, ISSUED BY NOTARY PUBLIC NUMBER 33 OF MEXICO CITY, FEDERAL DISTRICT, ATTORNEY EDUARDO FLORES CASTRO ALTAMIRANO, WHICH WAS DULY INSCRIBED IN THE PUBLIC REGISTRY OF COMMERCE OF MEXICO CITY, FEDERAL DISTRICT UNDER MERCANTILE DOCKET NUMBER 103384, ON MARCH 7, 1995.**

2) PUBLIC INSTRUMENT NUMBER 65,786, DATED JULY 6 2000, ISSUED BY NOTARY PUBLIC NUMBER 137 OF MEXICO CITY, FEDERAL DISTRICT, ATTORNEY CARLOS DE PABLO SERNA, WHICH WAS DULY INSCRIBED IN THE PUBLIC REGISTRY OF COMMERCE OF MEXICO CITY, FEDERAL DISTRICT, UNDER MERCANTILE DOCKET 103384, ON JULY 28, 2000.

- C. Name of the legal representative. **JOSE ROBERTO FLORES ATHIE.**
- D. Quality and powers of the representation. The legal representative in his character of **ENPOWERED** , has sufficient powers to subscribe, in the name and representation of **RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V .**, the Master Contract of Coverage whose execution is offered by Pemex-Gas y Petroquímica Básica, derived from a general power or special power or commission to execute said contract.
- E. Public instrument in which the powers of representation are accredited . **PUBLIC INSTRUMENT NUMBER 70,939, DATED JANUARY 30, 2002, ISSUED BY NOTARY PUBLIC NUMBER 137 OF MEXICO CITY, FEDERAL DISTRICT, WHICH WAS DULY INSCRIBED IN THE PUBLIC REGISTRY OF COMMERCE OF MEXICO CITY, FEDERAL DISTRICT, UNDER MERCANTILE DOCKET 103384, ON FEBRUARY 14, 2002.**
- F. Fiscal domicile. **AVENIDA 5 Y 12 COMPLEJO INDUSTRIAL PAJARITOS, COATZACOALCOS, VERACRUZ, C.P. 96380.**
- G. Federal registry of taxpayers . **RFM000711PK4**

- H. Purchase/Sale Contract(s), as defined in the Master Contract of Coverage. BASE AGREEMENT EXECUTED ON SEPTEMBER 1, 2000, BETWEEN PEMEX GAS Y PETROQUIMICA BASICA, HEREINAFTER PGPB, REPRESENTED BY ITS SALES MANAGER, ATTY. JUAN MARCELO PARIZOT MURILLO, AND RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V., HEREINAFTER THE PURCHASER, REPRESENTED BY ITS DIRECTOR OF FINANCE, ATTY. SILVIO FAGUNDES LUCINDA.
- I. Names, data and signatures of the authorized person(s) referred to in Attachment 1 of the Master Contract of Coverage. The following persons are authorized to carry out operations of coverage in accordance with the Master Contract of Coverage:

LILIAN DÍAZ GONZALEZ GALLARDO

5322-4823

FAX 5322-4898

Lilian.diaz@rhodia.com.mx

<SIGNATURE>

IRIS MAGDALENA ALVARADO VERGARA

01-921-9212115545

FAX 01 -9212115592

iris.alvarado@rhodia.com.mx

- J. Domicile to receive notifications, communications and requests in accordance to clause 11.1. The designated domicile is INSURGENTES SUR, NR. 1971, TORRE 3, 6TH. FLOOR, COLONIA GUADALUPE INN, C.P. 01020, MEXICO, FEDERAL DISTRICT.
- K. Designation and data of the person(s) authorized as contact, for the purpose of making and receiving notifications under the terms of clause 11.1 of the Contract of Coverage.
- Contacts:

Name: P **ABLO GERARDO LOPEZ SANCHES**

Telephone: **5322-4870**

Fax : **5322-4896**

e-mail: **pablo.lopezs@rhodia.com.mx**

Name: **LILIAN DIAZ GONZALEZ GALLARDO**

Telephone : **5322-4823**

Fax: **5322-4898**

e-mail: **lilian.diaz@rhodia.com.mx**

Likewise, as sign of my conformity with respect to the terms and conditions of the Master Contract of Coverage whose execution is offered by Pemex Gas y Petroquímica Básica, I forward this letter via fax to the latter, accompanied by the following documents:

1. Plain copy of the fiscal cedula of **RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.**

-
2. Plain copy of the official identification with photograph of the legal representative, consisting of **<VOTERS CERTIFICATE NUMBER 3229006393776.**

And I commit to deliver, within the 90 Days following the signature of this letter, at the domicile of the Gerencia de Desarrollo de Negocios located at Marina Nacional 329, building B-1, 9th. Floor, Colonia Huasteca. C.P. 11311, the documents listed below:

1. Original of the Letter of Acceptance duly filled and signed on the margin and on the bottom by the signee.
2. **2. CERTIFIED COPY** and plain copy of the Public Instrument(s) related to items B and E, in order that, prior comparison, the original(s) be returned by Pemex-Gas y Petroquímica Básica. The above is in the event that said public instruments be already in the possession of Pemex-Gas y Petroquímica Básica for the signature of Purchase/Sale Contracts.

Thus, I agree that **RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.** remains under obligation, as of the date of signature of this letter, to the compliance of the terms and conditions that appear in the Master Contract of Coverage, whose execution is offered by Pemex-Gas y Petroquímica Básica and which is hereby accepted, as well as the consequences that, according to the nature of same, are in accordance with good faith, with the use or with the law.

Notwithstanding the above, I agree that Pemex-Gas y Petroquímica Básica may terminate the Master Contract of Coverage if **RHODIA FOSFATADOS DE MEXICO S.A. DE C.V.** fails to comply with the presentation of the documents mentioned above at the end of the 90 days following the date of the signature of this Letter.

(Signature)

JOSE ROBERTO FLORES ATHIE

MASTER CONTRACT OF COVERAGE

EXECUTED BY

PEMEX GAS Y PETROQUÍMICA BÁSICA

AND

RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.

Dated

November 11, 2003

MASTER CONTRACT OF COVERAGE
INDEX

1. DEFINITIONS AND INTERPRETATION	5
1.1 DEFINITIONS	5
1.2 Interpretation	12
2. PURPOSE	12
3. EXECUTION OF A COVERAGE OPERATION	13
3.1 Estimate requirement	13
3.2 Estimate	13
3.3 Execution of Coverage Operations	13
3.4 Confirmation	14
3.5 Lack of Confirmation	14
3.6 Liquidation of Coverage Operations	14
3.7 Authorized Personnel	15
4. CALCULATION OF ADJUSTMENTS PER COVERAGE	15
4.1 Calculation of Adjustment per Coverage for one Fixed	15
4.2 Calculation of Adjustment per Coverage for one Ceiling	16
4.3 Calculation of Adjustments per Coverage for a Tunnel	17
4.4. Calculation of Adjustment per Coverage for one Floor	17
4.5 Calculation for Adjustment per Coverage for one Fixed of 2004-2006	18
4.6 Calculation of Adjustment for Coverage of a Fixed 2004 annotated to 6.00 USD/MMBtu	19
4.7 Verification of Coverage for 2005-2006	19
4.8 Calculation of Adjustment per Coverage of Other Coverage Operations	20
4.9 Non Availability of the Agreed Upon Index	20
5. INVOICING OF ADJUSTMENTS PER COVERAGE	21
5.1 Invoicing on Valuation Date	21
5.2 Invoicing for voluntary Liquidation of Open Operations	21
5.3 Invoicing of Liquidation operations for Non Compliance	22
5.4 Obligatoriness of the Adjustments per Coverage	22
5.5 Non Compliance in the Payment of the Adjustments per Coverage	23
6. NON COMPLIANCE IN THE RECEPTION OR NOMINATION OF VOLUMES SUBJECT TO ONE COVERAGE OPERATION	23
7. NOTIFICATION OF ADJUSTMENTS PER COVERAGE	23
7.1 Notification on behalf of PGPB	24
7.2 Acceptance of the Notification	24
8. VALUATION OF OPEN OPERATIONS	24
8.1 Valuation of Open Operations	24
8.2 Calculation of Market Values for Establishing Collateral Warranties	25
8.3 Calculation methodology for the determination of the amount of the Valuation of Open Operations	25

8.4 Calculation methodology for the determination of the client's Daily Balance	25
9. CREDIT CONDITIONS AND ESTABLISHMENT OF WARRANTIES	26
9.1 Credit Conditions to realize Coverage Operations	26
9.2 Exemption of the deposit of Coverage Warranties	26
9.3 Establishment and Liberation of Collateral Warranties	26
9.4 Exemption of the deposit of Collateral Warranties	26
10. CAUSES AND EFFECTS OF RESCISSION AND TERMINATION	27
10.1 Causes for Rescission	27
10.2 Notification and Period of Remedy	28
10.3 Causes for Termination	28
10.4 Effects of Rescission and Termination	29
10.5 Amounts due with Respect to Liquidation Operations	29
10.6 Payment of the Amounts Owed	30
10.7 Reference for Determining Market Values	30
10.8 Taxes	31
11. GENERAL PROVISIONS	31
11.1 Notifications	31
11.2 Domicile for Payment of Coverage Operations	32
11.3 Electronic Taping of Telephone Conversations	32
11.4 Change of Circumstances	32
11.5 Limitation of Responsibility; Maximum Amount of Indemnity	33
11.6 Cession	33
11.7 No Stipulation in Favor of Third Parties	33
11.8 Autonomy of the Provisions	33
11.9 Amendments	33
11.10 Applicable Legislation	34
11.11 Solution of Controversies	34
11.12 Integrity of the Contract	35
11.13 Duration	35
11.14 Confidentiality of the Contract	36
11.15 Exchange parity	36
12. FORCE MAJEURE	36
Attachment 1 – Authorized Persons	38
Attachment 2 – Confirmation Format	39
Attachment 3 – Alternative Sources of Price	39
Attachment 4 – Notification of Valuation instruments	39
Attachment 5 – List of <i>Leading Leaders</i> to be designated as independent Court Appointed Expert	40

Classification date: December 16, 2003 Administrative Unit: Gerencia de Commercialization
Classification: Reserved Classified parts or sections: 3 pages Reserve time: 12 years
Legal basis: Art. 18 Fract I; Art. 13 Fract. II; Art. 14 Fract. II of the Federal Law of Transparency and Access to Public Government Information.

Signature of the TitleHolder of the Administrative Unit: _____ Period and date of reserve extension: _____
Date of de-classification: Name and signature of the de-classifying public servant _____

PemexGas y Petroquímica Básica
Sub-Directionfor Natural Gas
Av. Marina Nacional 329
Building B-1, 9th . Floor
Col. Huasteca
Delegación Miguel Hidalgo
11311 México, D.F.

Tel (0155) 1944 5953/54/55
Fax (0155) 1944 6010

(Logo) PEMEX
GAS Y PETROQUÍMICA BÁSICA
Mexico, D.F., April 21, 2005

Lilian Díaz González Gallardo
Representative
Rhodia Fosfatados de México, S.A. de C.V.
Telephone: 5322 4823
Insurgentes Sur Nr. 1971
Torre III, 6th . Floor
Col. Guadalupe Inn
Delegación Alvaro Obregón
C.P. 01020
México, D.F.

Dear Lilian:

Enclosed I am forwarding two originals of the Confirmations of Coverage Transactions between PGBP and your company (based on the format of Attachment 2 of the Master Contract of Coverage) for your signature. I will appreciate your returning one original duly signed for our files, within the next five working days. If for any reason you are unable to forward them within this lapse of time, please get in touch with us to notify us.

It is important to mention that in the confirmations of Coverage Transactions the following are specified amongst others:

1. The type of coverage agreed upon (it can be: a fixed price or a ceiling price or a tunnel price)
2. The amount covered (the volume)

-
3. The agreed upon price
 4. The index applying to the coverage
 5. The contract date of the coverage

Without anything further at the moment I send you a cordial greeting.

Sincerely,
(Signature)
Atty. Ilse Ballesteros

Confirmation of Transactions of
Coverage between PGPB and
Nr. of Contrat: CMC-2000-036
Contract price of natural gas:

Transaction

Fixed Price

Invoicing Period	Month/Year	Amount Covered MMBtu	Fixed Price USD/MMBtu	Valuation Date
1 st . Period	Jan-05	(****)	(****)	(****)
2 nd . Period	Jan-05	(****)	(****)	(****)
1 st . Period	Jan-05	(****)	(****)	(****)
2 nd . Period	Jan-05	(****)	(****)	(****)
1 st . Period	Mar-05	(****)	(****)	(****)
2 nd . Period	Mar-05	(****)	(****)	(****)
Invoicing Period	Month/Year	Covered Amount MCal	Fixed Price MCal	Date of Valuation
1 st . Period	Jan-05	(****)	(****)	(****)
2 nd . Period	Jan-05	(****)	(****)	(****)
1 st . Period	Jan-05	(****)	(****)	(****)
2 nd . Period	Feb-05	(****)	(****)	(****)
1 st . Period	Mar-05	(****)	(****)	(****)
2 nd . Period	Mar-05	(****)	(****)	(****)

Pemex Gas y Petroquímica básica
Lic. Ilse Fernanda Martínez

Rhodia Fosfatados de México, S.A de C.V
Srita. Lillán Díaz González Gallardo

MASTER CONTRACT OF COVERAGE

Master Contract of Coverage executed on November 11, 2003 between Pemex-Gas y Petroquímica Básica (“PGPB”). Represented by Javier Ramón López Ramos, and Rhodia Fosfatados de Mexico, S.A. de C.V. (the “Customer”), represented by Jose Roberto Flores Athie, under the following declarations and clauses.

DECLARATIONS

PGPB declares through its representative that:

- I.1 It is a Decentralized Public Entity, Subsidiary of Petróleos Mexicanos, of a technical, industrial and commercial character, with legal personality and its own patrimony, and with the legal capacity to execute this Contract, in accordance with the Organic Law of Petróleos Mexicanos and Subsidiary Entities, published in the Official Daily of the Federation on July 16, 1992.
- I.2 It has executed one or more Purchase/Sale Contracts (as said term is defined further on), in accordance with which PGPB has obligated itself to sell and deliver natural gas to the Customer, from time to time and under the terms and conditions agreed upon therein.
- I.3 The Purchase/Sale Contracts mentioned above establish, among other things, that the price to be paid by the Customer for the natural gas delivered in accordance with said Purchase/Sale Contracts will be the price that, from time to time, is current as per the formula for the calculation of the price established therein.
- I.4 PGPB is prepared to provide the Customer coverage mechanisms against fluctuations that, as a result of the application of the formula for the calculation of the established price in said Purchase/Sale Contracts, may occur in the price of natural gas sold and delivered under those Purchase/Sale Contracts.
- I.5 It accredits the powers of its legal representative by means of the power protocolized with Public Instrument Nr. 65,171 issued by Notary Public Nr. 26 of México, Federal District, Atty. Luis Alberto Perera Becerra, on December 31, 2001, affirming that said powers have not been revoked or limited to him in any form to the date of the execution of this Contract.
- I.6 Its fiscal domicile is located at Av. Marina Nacional # 329, colonia Huasteca, delegación Miguel Hidalgo, México, Distrito Federal, postal code 11311, and that the number of his Federal Registry of Taxpayers is PGP -920716-MT6.
- I.7 It has sufficient technical and financial capacity to execute this Contract and to comply with the obligations that may derive from it.
- I.8 Its determinant motive to execute this Contract is to provide the Customer with coverage mechanisms that will protect him against the fluctuations that may occur in the price of natural gas sold and delivered under the Purchase/Sale contracts. It is not its intention to speculate with the

price of this hydrocarbon nor to support the Customer in carrying out coverage operations having speculation purposes.

II The Customer declares through its representatives that:

- II.1 It is a mercantile corporation legally incorporated in accordance with the laws of the Mexican United States, as accredited with Public Instrument number 22,607, dated December 15, 1987, issued by Notary Public number 136 of Mexico City, Federal District, Attorney Jose Manuel Gomez del Campo Lopez, which was duly inscribed in the Public Registry of Commerce de Mexico, Federal District, under Mercantile Docket number 103384, on May 25 1988; which has indeed been modified. Said modification(s) is stated in: Public Instrument number 83,289, dated July 23, 1992, issued by Notary Public number 83 of Mexico City, Federal District, attorney Alberto T. Sanchez Colin, which was duly inscribed in the Public Registry of Commerce of Mexico City, Federal District under Mercantile Docket number 103384, on August 7, 1992. Likewise, other modifications appear in the following public instrument(s) 1) Public Instrument 34,108 dated December 26, 1984, issued by Notary Public number 33 of Mexico City, Federal District, attorney Eduardo Flores Castro Altamirano, which was duly inscribed in the Public Registry of Commerce of Mexico City, Federal District under Mercantile Docket number 103384, on March 7, 1995. 2) Public Instrument number 65,786, dated July 6 2000, issued by Notary Public number 137 of Mexico City, Federal District, attorney Carlos de Pablo Serna, which was duly inscribed in the Public Registry of Commerce of Mexico City, Federal District, under Mercantile Docket 103384, on July 28, 2000.
- II.2 It has executed one or more Purchase/Sale Contracts, in accordance with which obligated itself to purchase, receive and pay for, from time to time, natural gas delivered by PGPB under the terms and conditions agreed upon therein.
- II.3 It has requested PGPB to provide it diverse coverage mechanisms against fluctuations in the price of natural gas purchased and received in accordance with said Purchase/Sale Contracts.
- II.4 It has sufficient technical and financial capacity to execute this Contract and to fulfill the obligations that may derive from it.
- II.5 It accredits the powers of its legal representative(s) by means of Public Instrument number 70,939, dated January 30, 2002, issued by Notary Public number 137 of Mexico City, Federal District, which was duly inscribed in the Public Registry of Commerce of Mexico City, Federal District, under Mercantile Docket 103384, on February 14, 2002; and affirms that said powers have not been revoked or limited in any form to the date of execution of this Contract.
- II.6 Its fiscal domicile is located at Avenida 5 y 12 Complejo Industrial Pajaritos, Coatzacoalcos, Veracruz, C.P. 96380 and the number of its Federal Registry of Taxpayers is RFM000711PK4.
- II.7 It is its wish to execute this Contract, in order to be able to carry out different coverage operations only to protect itself from the volatility in the price of natural gas purchased and received in accordance with the Purchase/Sale Contracts it has subscribed with PGPB. It does not pretend to speculate with the price of natural gas.

Based on the above declarations, the Parties agree to the following clauses:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

For this Contract, the following terms will have the meaning mentioned forthwith:

“Adjustment per Coverage”, means the amount in favor or against the Client that constitutes, as the case may be, an obligation to pay or a right to collect the corresponding amount and that reflects the result realized from one or various Coverage Operations on one specific date, including without limiting the amount of Premiums, as detailed in Clauses 4 and 5 of this Contract, The Adjustment per Coverage could be the result of the valuation of one or several Coverage Operations on a fixed date, or else the liquidation of same with Operations of Liquidation.

“Government Authority”, means the state entity of the executive, legislative or judicial branch, of the federal, state or municipal government, and with faculties of decision or execution

whose exercise causes the creation, modification or extinction of the matter in question. Included in this definition are: any secretariat, department, branch, decentralized entity (including the CRE without limitation), court, tribunal, commission, legislative, executive or judicial entity, whether they be federal or state and any other similar authority, that may produce in an imperative, unilateral and coercive manner, the creation, alteration or affectation of the situation in question.

“Quantity per Consumption Period”, means the volume or nominal quantity of natural gas, expressed in MMBtus, agreed upon by the Parties in the terms and conditions of the Coverage Operation, specified in the Confirmation of same and applicable for a Consumption Period.

“Coverage 2004 – 2006”, is the scheme of Coverage Operations in which PGPB will publish Quotations of (i) Fixed Price for three Consumption Periods (offer of the day), whose contracting period will be up until June 30, 2004 for Industrial Clients consumers of Natural Gas, as well as for the Natural Gas Distributing companies, (ii) Fixed Price of 2004 – 2006 and (iii) Fixed Price annotated to 6.00 USD/MMBtu, where the contracting period will be up to October 14, 2003 for Natural Gas Distributing companies, up to November 7, 2003 for contracting operations up to 5,040 daily giga calories and up to November 14, 2003 for consumptions under 2,520 daily giga calories.

“Credit Committee”, means the Institutional Credit Committee of Pemex-Gas y Petroquímica Básica or the collegiate group or administrative unit that may substitute it in its study functions and resolution of credit applications for sale of products, services and coverage, as well as the aspects inherent to the handling and operation of same.

“Confirmation”, means the document subscribed by PGPB with the Client, each time that a Coverage Operation is realized, which contains the conditions of each Coverage Operation, amongst others, the Quantity per Consumption Period, the Original Price, Consumption Price, Annotated Index, type of instrument, date of operation and Date of Valuation, and whose format is shown in Attachment 2 – “Confirmation Format”.

“Recuperation Cost”, is the value stipulated in the Confirmation to which Clause 3.4 of the Contract refers, calculated in the following manner: for the case of the Fixed of 2004-2006, it is the difference between the sale quotation for a Fixed from January 2004 to December, 2006 of the day of closing of the Coverage Operation and the Fixed Price of 2004-2006; multiplied by the Quantity for total Consumption Period.

For the case of the Fixed in 2004 annotated at 6.00 USD/MMBtu, is the difference between: (i) the sales quotation of a Fixed for 2004 (ii) less the purchase quotation of a Ceiling at 6.00 USD/MMBtu for 2004 and (iii) the Fixed in 2004 annotated at 6.00 USD/MMBtu, of the day of closing of the Coverage Operation; multiplied by the Quantity for the total Consumption Period;

“Contract”, is this Master Contract of Coverage, including all its attachments, modifications or supplements in accordance with Clause 11.9 of same.

“Purchase/Sale Contract”, means the following contract(s) executed between PGPB and the Client: Base Agreement executed on September 1, 2000, between Pemex Gas y Petroquímica Básica, hereinafter PGPB, represented by its sales manager, atty. Juan Marcelo Parizot Murillo, and Rhodia Fosfatados de Mexico, S.A. De C.V., hereinafter the Purchaser, represented by its Director of Finance, atty. Silvio Fagundes Lucinda, whether jointly or separately and including its corresponding modifications.

“Informative Quotation”, is the information that PGPB provides the Client at his request, either oral or written, which will serve only as reference of the prices requested, and will not be considered as a Confirmation of a Coverage Operation until there is full compliance with that established in Clause 3.3 of this Contract.

“CRE”, means the Energy Regulatory Commission, decentralized entity of the Secretariat of Energy.

“Day”, means any natural day.

“Working Day”, means any Working Day of Mexico and Working Day of the United States.

“Working Day of the United States”, means any Day in which the financial markets are open to the public in the City of New York of the United States of America.

“Working Day of Mexico”, means any Day, with the exception of Saturdays and Sundays, the mandatory days off, according to the Federal Labor Law in effect and the holidays contractually established in the Collective Labor Contract executed between Petróleos Mexicanos by itself and in representation of Pemex- Exploración y Producción, Pemex Refinación, Pemex- Gas y Petroquímica Básica and the Union of Petroleum Workers of the Mexican Republic in effect or in the Collective Contract that may substitute it.

“Dollars”, means the currency of legal tender in the United States of America.

“Date of Liquidation”, means the date on which all the Open Operations of Coverage must be paid in accordance with this contract.

“Date of Valuation”, means the date stipulated in the Confirmation, in which the value of the Agreed Upon Indexes used for the calculation of Adjustments for Coverage is known.

“Fixed”, is a Coverage Operation which allows the Parties to agree on the expected value of a price Index at a pre-determined level, in accordance with which (a) when on the Date of Valuation, the Agreed Upon Index is less than the Fixed Price the purchaser will pay the seller the difference between the Fixed Price and the Agreed Upon Index in the Confirmation of the Coverage Operation, multiplied by the Quantity per Consumption Period; or (b) when on the Date of Valuation, the Agreed Upon Index is higher than the Fixed Price the purchaser will collect from the seller the difference between the Fixed Price and the Agreed Upon Index, multiplied by the Quantity per Consumption Period.

“Fixed of 2004-2006”, is a Coverage Operation which allows the Parties to agree on the expected value of an Index at a level of the Fixed Price of 2004-2006 for the Consumption Period of January 2004 to December 2006, in accordance with which (a) when on the Date of Valuation, the Agreed Upon Index is lower than the Fixed Price of 2004-2006, the purchaser will pay the seller the difference between the Fixed Price of 2004-2006 and the Agreed Upon Index in the

Confirmation of the Coverage Operation, multiplied by the Quantity of the Consumption Period; or (b) when on the Valuation Date, the Agreed Upon Index is higher than the Fixed Price of 2004-2006, the purchaser will collect from the seller the difference between the Fixed Price of 2004-2006 and the Agreed Upon Index, multiplied by the Quantity for the Consumption Period.

“Fixed 2004 annotated at 6.00 USD/MMBtu”, is a Coverage Operation, which allows the Parties to agree on the expected value of an Index at a pre-determined level with an annotated protection, in accordance with which (a) when on the Valuation Date, the Agreed Upon Index is lower than the Fixed Price 2004 annotated at 6.00 USD/MMBtu the purchaser will pay the seller the difference between the Fixed Price 2004 annotated at 6.00 USD/MMBtu and the Agreed Upon Index in the Confirmation of the Coverage Operation, multiplied by the Quantity per Consumption Period; or (b) when on the Valuation Date, the Agreed Upon Index is higher than the Fixed Price 2004 annotated at 6.00 USD/MMBtu and lower than 6.00 USD/MMBtu, the purchaser will collect from the seller the difference between the Fixed Price 2004 annotated at 6.00 USD/MMBtu and the Agreed Upon Index, multiplied by the Quantity per Consumption Period; or (c) when on the Valuation Date, the Agreed Upon Index is higher than 6.00 USD/MMBtu, the purchaser will collect from the seller the difference between the Fixed Price 2004 annotated at 6.00 USD/MMBtu and 6.00 USD/MMBtu, multiplied by the Quantity per Consumption Period.

“Alternative Source of Prices”, means the Primary Alternative Source of Price or a Secondary Alternative Source of Price when the case occurs in which the Agreed Upon Index is not available.

“Primary Alternative Source of Price”, means the Alternative Source of Prices used to determine the Agreed Upon Index when the Index (es) used for its calculation is (are) not available, stipulated in accordance with Attachment 3 of this contract.

“Secondary Alternative Source of Prices”, means that the Alternative Source of Prices used to determine the Agreed Upon Index when the Primary Alternative Source of Price is not available, stipulated in accordance with Attachment 3 of this Contract.

“Coverage Warranty”, means the Stand By letter of credit and/or letter of solidary responsibility with prior authorization from the Credit Committee and/or cash deposits that determine the Operative Limit for Coverage and through which the compliance of the payment obligations derived from this Contract chargeable to the Client is assured.

“Collateral Warranties”, means any one of the following warranties: (I) Stand By letter of credit; or (ii) cash deposit which the Client must grant in favor of PGPB at the moment that the Daily Balance is higher than the Operative Limit of Coverage, in terms of this Contract.

“Electronic Recording”, means the registry of telephone conversations held between the Persons Authorized by the Client and PGPB, that the latter performs on a magnetic tape.

“Amount Due”, means, in relation to any Operation of Liquidation, the amount resulting by following the procedure described in Clause 10 of this Contract.

“Indexes”, means the list of prices of natural gas of referred markets to one gas duct or to a zone in particular or to both, within the United States of America, issued by a publication known at international level, or any other publication mutually agreed upon by the Parties.

“Agreed Upon Index”. Means the Index(es) on which the Coverage Operation is carried out and appears specified in the Confirmation.

“Non Compliance”, means any of the non-compliance events outlined in Clause 10.1 of this Contract.

“Past Due Interest”, means the past due interest due by the Client to PGPB in accordance to each one of the Purchase/Sale Contracts and in accordance with this Contract.

“Leading Leaders”, means any commercializing company leader in financial derivatives of natural gas in the United States of America, that has at least one credit rating higher or equal to a ‘BBB’ by Standard & Poor’s Corporation or its equivalent in Moody’s Investors Service, Inc .

“Applicable Laws”, means the federal laws and dispositions in effect in the United Mexican States issued by a Government Authority, as well as the applicable state and municipal dispositions in effect in Mexico as the case may be.

“Operative Limit for Coverage”, means the revolving amount that PGPB authorizes to the Client, so that for the account of same, in one or several dispositions, he carry out Coverage Operations.

“Stock Market”, means the market in which Coverage Operations are carried out through third parties and operates through a stock market of futures properly constituted. In this Contract it refers to the stock exchange of futures of New York (New York Mercantile Exchange or NYMEX).

“Extra Stock Market”, means the market in which the Coverage Operations are carried out between individuals and does not operate through a stock market of futures known in the international markets as *“Over the Counter”*.

“Mexico”, means the United Mexican States.

“MMBtu”, means one million British thermal units (British thermal units).

“Coverage Operation”, means an operation to cover the risk in the fluctuation of the price of natural gas carried out by the Client with PGPB and that is Agreed Upon by the Parties through a Confirmation of the agreed upon terms and conditions, such as described in Clause 3.3. In no case does this operation imply a physical delivery of gas.

“Open Operation”, means any Coverage Operation of the Client in which the Date of Valuation has not occurred, or respect of which no contrary operation canceling it has been carried out and the results of the operation have been settled.

“Operation of Liquidation”, means, for any Open Operation, the contrary operation that cancels totally or partially the one originally executed before the Date of Valuation.

“Liquidated Operations”, means the valuation of an amount as a result of the combination of one Coverage Operation and its corresponding Operation of Liquidation.

“Operation”, means a Coverage Operation or an Operation of Liquidation, as applicable within the context in which the term “Operation” is used.

“Party” or “Parties” means individually PGPB or the Client, as the case may be, and in the plural it means PGPB and the Client jointly.

“Complied Party”, means the Party to whom it is not imputable any cause of Non Compliance or of agreement termination in accordance with clauses 10.1 and 10.3 of this Contract.

“Non Complied Party”, means the Party to whom some Non Compliance or Termination cause is imputable in accordance with Clauses 10.1 and 10.3 of this Contract.

“Period”, is the time elapsed between the date of beginning and of termination of a Coverage Operation that is established in the Confirmation.

“Consumption Period”, is the time elapsed between the date of beginning and of conclusion of a natural gas consumption, which is specified in the Purchase/Sale Contract.

“Peso”, means the currency of legal tender in Mexico

“Floor”, means the Coverage Operation through which the purchaser establishes a minimum selling price of the Agreed Upon Index, for one Quantity per Consumption Period that are specified in the Confirmation of the Coverage Operation and in accordance with which, when on the Date of Valuation the Agreed Upon Index is lower than the Floor Price, the Purchaser of the Coverage Operation will collect from the seller the difference between the Agreed Upon Index less the Floor Price, multiplied by the Quantity per Consumption Period.

“Fixed Price”, means in relation to any Fixed, the value in Dollars per MMBtu of the Quantity per Consumption Period as specified in the Confirmation referred to in Clause 3.4 of this Contract.

“Fixed Price of 2004-2006” means in relation to any Fixed of 2004-2006, the value in Dollars per MMBtu of the Quantity per Consumption Period as specified in the Confirmation referred to in Clause 3.4 of this Contract.

“Fixed Price 2004 annotated at 6.00 USD/MMBtu”, means in relation to any Annotated Fixed, the value in Dollars per MMBtu of the Quantity per Consumption Period as specified in the Confirmation referred to in Clause 3.4 of this Contract.

“Index Price”, is the price published in the Agreed Upon Index and that is used for the Consumption Period in effect.

“Original Price”, refers to the Fixed Price, Floor Price, Tunnel Price, the Premium or any other agreed upon price and established in the Confirmation.

“Floor Price”, means in relation to any Floor the value in Dollars per MMBtu of the Quantity per Consumption Period as specified in the Confirmation referred to in Clause 3.4 of this Contract.

“Ceiling Price”, means in relation to any Ceiling the value in Dollars per MMBtu of the Quantity per Consumption Period as specified in the Confirmation referred to in Clause 3.4 of this Contract.

“Premium”, is the cost in Dollars per MMBtu of any Coverage Operation Ceiling, Floor or Tunnel established in the Confirmation referred to in Clause 3.4 of this Contract corresponding to said Coverage Operation.

“Daily Balance”, means the amount determined by the algebraic addition of the value of the Adjustments per Coverage of which the Date of Valuation had already occurred and the Adjustment per Coverage had not been invoiced or paid for, plus the amount of the Valuation of Open Operations and the Past Due Interest on Coverage Operations in the event that these were due.

“Ceiling”, is a Coverage Operation that allows the purchaser of same to agree upon the expected value of a price index to a maximum level and in accordance with which, when on the Valuation Date the Agreed Upon Index is higher than the Ceiling Price, the purchaser of the Coverage Operation will collect from the seller the difference between the Agreed Upon Index less the Ceiling Price, multiplied by the Quantity for the Consumption Period.

“Tunnel”, is a Coverage Operation integrated by a Coverage Operation Ceiling and one Floor, in accordance with which: (a) when on the Date of Valuation the Agreed Upon Index is lower or equal to the Ceiling Price and at the same time higher or equal to the Floor Price, the purchaser will not receive any Adjustment per Coverage for this concept; (b) when on the Date of Valuation the Agreed Upon Index is lower than the Floor Price, the purchaser of the Coverage Operation Tunnel type will pay to the seller the difference between the Floor Price less the Agreed Upon Index multiplied by the Quantity per Consumption Period; and (c) when on the Date of Valuation the Agreed Upon Index is higher than the Ceiling Price, the purchaser of the Coverage Operation Tunnel type will collect from the seller the difference between the Agreed Upon index less the Ceiling Price multiplied by the Quantity per Consumption Period.

“Market Values”, is for any Original Price of a Coverage Operation its cost of opportunity at market prices calculated on any date prior to the Valuation Date.

“Present Value” (VP), is the Value at the calculation date of an amount to be paid in the future, which is determined with the following formula:

$$VP = VF * (1 / (1 + i)^N)$$

Where:

VP = Present Value to the date of calculation
I = Zero coupon rate
N = Number of years in 365 days terms
VF = Future Value

“Valuation of Open Operations”, is the amount to the date of calculation that will result from adding algebraically the product of the Quantity per Consumption Period of the Consumption Periods remaining to be valued and the difference between the Market Value and the Original Price of the Coverage Operation, for all Open Operations.

“Mean Life”, is the time to the average due date of all the payment obligations generated by one or several Coverage Operations. It is determined by the following formula:

$$VM = (f_1 t_1 + f_2 t_2 + \dots + f_n t_n) / (f_1 + f_2 + \dots + f_n)$$

Where:

VM = Mean life
fn = Month of flow
tn = Time to due date, period between the current date and the date in which the corresponding Adjustment for Coverage should be applied.

1.2 Interpretation

Unless otherwise established by the text for this Contract:

- (a) References to “Clause” or “Attachment” will be to the clauses and attachments of this contract.
- (b) The headings of the Clauses and Attachments are used only for convenience and will not be taken into account for the interpretation of same; and
- (c) The words in the singular will include the plural and vice versa.

2. PURPOSE

The purpose of this contract is to establish the framework conditions of economic and judicial nature under which the Parties may execute, under the different types, Coverage Operations, which individually or jointly will not be able to surpass, in no event, the natural gas volumes contracted for under some Purchase/Sale Contract nor extend beyond the effective date of the latter.

3. EXECUTION OF A COVERAGE OPERATION

3.1 Request of estimate

On Working Days between 09.00 hours and 13.30 hours official Mexico City, Federal District time, the Client can request via telephone, e-mail, or fax an offer of estimate of the Coverage Operation required, in the understanding that until PGPB and the Client agree on the terms and conditions of any Coverage Operation, said estimate will only have the character of Informative Estimate.

3.2 Estimate

Once the request from the Client is received, PGPB will provide him via telephone, e-mail or fax an offer of estimate of the required Coverage Operation, in the understanding that until PGPB and the Client agree on the terms and conditions of any Coverage Operation, said estimate will only have the character of Informative Estimate.

3.2.1 Coverage 2004-2006 Estimate.

As part of the 2004-2006 Coverage, through its Internet Webb site PGPB will publish daily and until December 19, 2003, an offer of Fixed Price for the following periods: 2004, 2004-2005 and 2004-2006. The estimate published in accordance with this clause, will be in effect until 17.00 hours of the day of its publication providing the prices do not suffer a variation +/- 5% in the international market.

3.3 Execution of Coverage Operations

When the persons authorized by each one of the Parties, same that are indicated in Attachment 1 – “Authorized Persons”, agree on the terms and conditions of a Coverage Operation, it will be understood that the Parties have executed a Coverage Operation. A coverage Operation will be considered as executed when the Parties have agreed:

1. Type of Coverage Operation;
2. Quantity per Consumption Period
3. Original Price of the type of Coverage Operation;
4. Premium, if it is applicable;
5. Period and Date of Valuation; and
6. Agreed Upon Index.

In the event that the price desired by the Client to close the Coverage Operation is not available in the market, the Client, through any of its Authorized Persons, may be able to place an order to PGPB for the execution of a Coverage Operation (the “Order”), indicating in it, in addition to elements (I) to (vii) indicated above, the term during which the Order will be in effect and its intention to execute the Coverage Operation at the moment that the indicated price becomes available in the market.

Within the term of effectiveness of the Order and as long as the Coverage Operation has not been executed, the Client may request to withdraw or modify the Order at its sole discretion, in the

understanding that PGPB will notify the necessary to the Authorized Person(s) once said request has been withdrawn from the corresponding market by PGPB.

3.3.1 Execution of Coverage Operations under the Coverage 2004-2006 Scheme.

For Coverage Operations executed under this scheme, the Coverage Operation will be considered executed when the Client has complied with the requirements indicated below:

1. Delivery of the Letter of Acceptance of the Contract duly filled and signed.
2. Delivery to PGPB of the corresponding Coverage Warranty
3. The notification be made to PGPB of the Quantity per Consumption Period and of the Consumption Periods, at 5.00 P.M. at the latest of the Working Day of the United States in which the corresponding Quotation is published.

3.4 Confirmation

Within the following 48 hours, in which the Client and PGPB had agreed on the terms and conditions of a Coverage Operation, PGPB must forward to the Client a Confirmation in writing via fax, e-mail or any other means using the format of Attachment 2 – “Confirmation Format”. In case of using a means other than fax or e-mail, this will have to be mutually annotated between the Parties and confirmed in writing,

3.5 Lack of Confirmation

In case that PGPB does not send the Confirmation within the lapse of time on Clause 3.4, the Client will have the right to forward to PGPB a Confirmation using the format of Attachment 2 – “Confirmation Format” of this Contract no later than 17.00 hrs. of the second Working Day following the Day in which the Coverage Operation had been executed.

Both Parties will have the right to object to the contents and/or scope of the Confirmation in writing within the two (2) Working Days following the date of forwarding of same. In the event that one of the Parties does not agree with the objections presented by the other Party, and the latter could not be resolved with the Electronic Recording or when this does not exist, the Parties will gather to reach an agreement on the Terms and Conditions of the executed Coverage Operation within the five (5) Working Days following the date of forwarding of the objection to the Confirmation. With respect to any Coverage Operation, the Confirmation and this Contract jointly will constitute the Terms and Conditions of said Coverage Operation. If the parties can not resolve the controversy by common agreement, they will abide by the dispositions on Clause 11.11 of this Contract.

3.6 Liquidation of Coverage Operations

The Client will have the right to liquidate any Coverage Operation in whole or in part before the Date of Valuation specified in the corresponding Confirmation, through the execution of a Liquidation Operation, as indicated in this Clause 3. The adjustment for Coverage generated by the liquidation of Coverage Operations will be invoiced in accordance with the provisions of Clause 4 of this Contract as it refers to the Calculation of Liquidated Operations.

Subject to the dispositions of Clause 10 of this Contract, in case there is any Non Compliance or cause for termination of this Contract, the Complied Party will have the right, without responsibility and without a judicial declaration, to cancel in whole or in part the corresponding Open Operation or to rescind or terminate this Contract proceeding to the cancellation of all Open Operations, through the execution of one or several Liquidation Operations, as stipulated in this Clause 3.6.

Only for the cases of Non Compliance and of Termination outlined in Clauses 10.1.2, and 10.1.3, section (a), the Liquidation Date could be equal to the date on which the Complied Party notifies the Non Compliance or cause of Termination to the Non Complied Party, and without the need that there be an acknowledgement of receipt by the Non Complied Party. For this effects, and for any other assumption of Non Compliance or cause for Termination of this Contract, the Client is in agreement that PGPB execute any Liquidation Operation to proceed to the total or partial cancellation of the corresponding Coverage Operation(s) without the need for any instruction with respect to the latter.

3.7 Authorized Personnel

On Attachment 1 – “Authorized Persons”, the Client designates those legitimated individuals to execute Coverage Operations in accordance with this Contract.

On Attachment 1 – “Authorized Persons”, PGPB designates those legitimated individuals to respond to the requests for quotation from the Client and to execute Coverage Operations with respect to said quotations in accordance to this Contract.

The parts agree to commit themselves to notify the other part in writing, in an opportune manner, of any change in the individuals designated in Attachment 1 – “Authorized Persons”. Said notification will replace the previous Attachment 1 – “Authorized Persons” without the need for the signature of a modifying agreement to this Contract, in order to make such changes.

All the Authorized Persons from both Parties should have the sufficient powers in accordance with the Applicable Laws to execute the operations contemplated in this Contract. For these effects, the Client recognizes that the Persons Authorized by him on Attachment 1 will act as factors and that, therefore, he will be obligated in all the acts and operations that they execute under this Contract.

4. CALCULATION OF ADJUSTMENTS PER COVERAGE

4.1 Calculation of Adjustment by Coverage for one Fixed

(a) Calculation for the Valuation Date

For the Coverage Operations in which the Client is purchaser of a Fixed, the Adjustment per Coverage will be the result of multiplying the Quantity per Consumption Period by the difference between the Fixed Price of the Coverage Operation and the Index Price.

For the Coverage Operations in which the Client is seller of a Fixed, the Adjustment per Coverage will be the result of multiplying the Quantity per Consumption Period by the difference between the Index Price of the Coverage Operation and the Fixed Price.

(b) Calculation for Liquidated Operations

For the Liquidation Operations, the Adjustment per Coverage for each Consumption Period will be the product of the Quantity per Consumption Period and the difference between: the Fixed Price of the purchase Operation and the Fixed Price of the sale Operation when the client is the purchaser, in the case that the Client be the seller of the Fixed, the Adjustment per Coverage for each Consumption Period will be the product of the Quantity by the Consumption Period and the difference between: the Fixed Price of the sale Operation and the Fixed Price of the Purchase Operation.

4.2 Calculation of the Adjustment per Coverage for a Ceiling

(a) Calculation for the Valuation

For the Coverage Operations in which the Client is the purchaser of a Ceiling, the calculation will be:

(i) If the Index Price is lower than the Ceiling Price, the Coverage Adjustment will be in favor of PGPB and will be the result of multiplying the Premium by the Quantity per Consumption Period.

(ii) If the Index Price is higher than the Ceiling Price, the Adjustment per Coverage will be the result of multiplying the Premium by the Quantity per Consumption Period discounting the intrinsic value. The intrinsic value will be the difference between the Index Price and the Ceiling Price multiplied by the Quantity per Consumption Period.

For the Coverage Operations in which the Client is the seller of a Ceiling, the calculation will be:

(i) If the Index Price is lower than the Ceiling Price, the Adjustment per Coverage will be in favor of the Client and it will be the Premium multiplied by the Quantity per Consumption Period.

If the Index Price is higher than the Ceiling Price, the Adjustment per Coverage will be the result of multiplying the Quantity per Consumption Period by the Premium discounting the intrinsic value. The intrinsic value will be the difference between the Ceiling Price and the Index Price multiplied by the Quantity per Consumption Period.

(b) Calculation for Liquidated Operations

The Adjustment per Coverage for each Consumption Period will be the Quantity per Consumption Period and the difference between the Premium of the purchase Operation and Premium of the Operation of the Ceiling, when the Client be the purchaser of the Ceiling and when the Client be the seller of the Ceiling, the Adjustment per Coverage for each Consumption Period will be the Quantity per Consumption

Period and the difference between the Premium of the Operation of sale of the Ceiling and the Premium of the Operation of Purchase of the Ceiling. The Ceiling Price of the Operation of purchase and of the Operation of sale must be equal to be considered as Liquidated Operations.

4.3 Calculation of the Adjustment per Coverage for a Tunnel

(a) Calculation for the Valuation Date

For the Coverage Operations Tunnel type the calculation will be:

- (i) If the Index Price is higher than the Floor Price and lower than the Ceiling Price, the Adjustment Per Coverage will be Zero.
- (ii) If the Index Price is lower than the Floor Price, the Adjustment per Coverage will be the result of multiplying the Quantity per Consumption Period by the intrinsic value. The intrinsic value will be the difference between the Floor Price and the Index Price multiplied by the Quantity per Consumption Period.
- (iii) If the Index Price is higher than the Ceiling Price, the Adjustment per Coverage will be the result of multiplying the Quantity per Consumption Period by the intrinsic value. The intrinsic value will be the difference between the Ceiling Price and the Index Price multiplied by the Quantity per Consumption Period.

In case that the Operation had an established Premium in the Confirmation, the product of the Premium by the Quantity per Consumption Period must be added to the previous calculation.

(b) Calculation for Liquidated Operations

The Adjustment per Coverage for each Consumption Period will be the product of the Quantity per Consumption Period and the difference between the Premium of the sale Operation and the Premium of the purchase Operation. The Ceiling Prices of the Operation of purchase and of the Operation of sale must be equal, as well as the Floor Prices of the Operation of purchase and of the Operation of sale, for these to be considered as Liquidated Operations.

4.4 Calculation of Adjustment per Coverage for one Floor

(a) Calculation for the Valuation Date

For the Coverage Operations in which the Client is the seller of one Floor, the calculation will be:

- (i) If the Index Price is higher than the Floor Price, the Adjustment per Coverage will be in favor of the Client and will be the result of multiplying the Premium by the Quantity per Consumption Period.
- (ii) If the Index Price is lower than the Floor Price, the Adjustment per Coverage will be the result of multiplying the Premium by the Quantity per Consumption Period and discounting the intrinsic value. The intrinsic value will be the difference between the Floor Price and the Index Price multiplied by the Quantity per Consumption Period.

For the Coverage Operations in which the Client is the purchaser of one Floor, the calculation will be:

(i) If the index Price is higher than the Floor Price, the Adjustment per Coverage in favor of PGPB will be the result of multiplying the Premium by the Quantity per Consumption Period.

(ii) If the Index Price is lower than the Floor Price, the Adjustment per Coverage will be the result of multiplying the Premium by the Quantity per Consumption Period discounting the intrinsic value multiplied by the Quantity per Consumption Period.

(b) Calculation for Liquidated Operations

The Adjustment per Coverage for each Consumption Period will be the product of the Quantity per Consumption Period and the difference between the Premium of the Operation of sale of the Floor and the Premium of the Operation of purchase of the Floor when the Client is the seller. For the case in which the Client be the purchaser of the Floor, the Adjustment per Coverage for each Consumption Period will be the product of the Quantity per Consumption Period and the difference between the Premium of the Operation of purchase of the Floor and the Premium of the Operation of sale of the Floor. The Floor Price of the Operation of Purchase and of the Operation of sale must be equal in order to be considered as Liquidated Operations.

4.5 Calculation of Adjustment per Coverage for one Fixed of 2004-2006

(a) Calculation for the Valuation Date

For those Coverage Operations in which the Client is the purchaser of a Fixed of 2004-2006, the Adjustment per Coverage will be the result of multiplying the Quantity per Consumption Period, by the difference between the Fixed Price of 2004-2006 and the Index Price.

(b) Calculation for Liquidated Operations

For the Liquidation Operations, the Adjustment per Coverage for each Consumption Period will be the product of the Quantity per Consumption Period by the difference between the Fixed Price of 2004-2006 and the Fixed Price of the Operation of sale. In addition to the above, the Cost of Recuperation of the operation will be added.

4.6 Calculation of Adjustment for Coverage of a Fixed 2004 annotated to 6.00 USD/MMBtu.

(a) Calculation for the Valuation Date

For the Operations of Coverage in which the Client is buyer of a Fixed 2004 annotated

at 6.00 USD/MMBtu, the Adjustment per Coverage will be realized in accordance to the following:

(i) If the Index Price is higher than the Fixed Price annotated at 6.00 USD/MMBtu, and inferior to 6.00 USD/MMBtu, the Adjustment per Coverage will be the difference between the Fixed Price annotated at 6.00 USD/MMBtu and the Index Price multiplied by the Quantity per Consumption Period, or

(ii) If the Index Price is lower than the Fixed Price 2004 annotated at 6.00 USD/MMBtu, the Adjustment per Coverage will be the difference between the Fixed Price annotated at 6.00 USD/MMBtu and the Index Price multiplied by the Quantity per Consumption Period, or

(iii) If the Index Price is higher than 6.00 USD/MMBtu, the Adjustment per Coverage will be the difference between the Fixed Price annotated at 6.00 USD/MMBtu and 6.00 USD/MMBtu multiplied by the Quantity per Consumption Period.

(b) Calculation for Liquidated Operations

For Operations of Liquidation, the calculation of the Adjustment per Coverage for each Consumption Period will be the product of the Quantity per Consumption Period by the difference of the Fixed Price 2004 annotated at 6.00 USD/MMBtu less (i) the Fixed Price of the Operation of Sale, less (ii) the Ceiling Price at 6.00 USD/MMBtu of purchase. In addition to the above, the Cost of Recuperation of the operation will be added.

4.7 Verification of Coverage for 2005-2006

Those clients who executed a Coverage Operation type Fixed 2004 annotated at 6.00 USD/MMBtu, will have the obligation to realize Coverage Operations for the Consumption Period 2005 – 2006, for the same Quantity per Consumption Period contracted for on 2004.

For those clients that will not realize the contracting of Coverage Operations with PGPB for the Consumption Period 2005 – 2006, must deliver to PGPB before June 30, 2004, a certificate or evidence from the counterpart with whom they realized the Coverage Operations, that will prove in an indubitable manner that these were covered during such period, and that contains at least the following information: Name of the Counterpart, Name of the Client, Instrument of Coverage, Price of the Coverage Operation, volume and a Agreed upon period.

In the event that the client does not prove indubitably to PGPB, before June 2004, with the certificate or evidence mentioned above, that he in fact realized coverage for the period 2005-2006 for the same amount of volume covered under this scheme, he will pay PGPB the following, and must conserve the coverage for 2004:

- a) During the month of July, the cost of recuperation for the six months elapsed and,

b) From July to December 2004 the cost of Recuperation for the Quantity of the Consumption Period for each one of the remaining periods.

In the event that the client proves to have realized the coverage for 2005 –2006 for a volume lower than the one contracted for in 2004, the payment of the above will be made in a manner proportional to the amount not covered.

4.8 Calculation of Adjustment per Coverage of Other Coverage Operations.

The parties expressly agree that they will not contract instruments different to those stipulated in this Contract. In case that the need to incorporate different instruments is foreseen, the Parties will make in writing the necessary amendments to this Contract, incorporating the description of the purpose and the effects of the additional instruments in the understanding that the corresponding Adjustment per Coverage will be made in accordance with the general practices of the market, and that the Original Price of the Coverage Operation will always be compared against the annotated Index or in its case the price of liquidation multiplied by the Quantity per Consumption Period.

4.9 Non Availability of the Agreed Upon Index

In the event that for any cause the source that reports the Indexes used for the calculation of the Annotated Index is suspended, does not publish said indexes, or is not available for the effects of the calculation of the Adjustment per Coverage, the Alternative Secondary Source of Prices will be applied in accordance with Attachment 3 – “Alternative Sources of Prices”, of this Contract where the Alternative Sources of Prices are listed.

Notwithstanding the above, the Parties may agree on any source of price different to the Alternative Sources of Price stipulated in Attachment 3 if and when said sources of price are stipulated in the Confirmation.

5. INVOICING OF ADJUSTMENTS PER COVERAGE

5.1 Invoicing on the Valuation Date

The Coverage Operations executed between PGPB and the Client will be able to generate Adjustments per Coverage. The Adjustments per Coverage will be issued through one or several notes of credit, when the result of the Adjustmenr per Coverage is negative or through invoices in addition to the ones issued by PGPB for the purchase of natural gas through the Purchase/Sale Contract when the results of the Adjustment per Coverage is positive, which will be paid for or collected with the same terms of payments established in the Purchase/Sale Contract or at any other time agreed upon by the Parties.

In the event that the Adjustment per Coverage is an amount in favor of the Client and this is higher than the amount invoiced for consumption of natural gas, the remaining amount in concept of the Adjustment per Coverage will be paid to the Client through the issuance by PGPB of a subsequent note of credit for the concept of Adjustment per Coverage. Said note of credit could be applied on the due date of subsequent invoices under Purchase/Sale Contract, until de Adjustment per Coverage is completed.

In the event that the Purchase/Sale Contracts between the Parties have been terminated, and there are balances in favor of the Client, the Client may request reimbursement of the balance through written notification to PGPB, indicating and enclosing the following: (a) the amount of the balance in favor of the Client, (b) bank account number and name of the bank, and (c) an invoice issued in accordance with the Applicable Laws in the amount of the corresponding balance, so that PGPB make the corresponding deposit within the thirty (30) days following receipt by PGPB of the notification mentioned in this paragraph.

In the event the Purchase/Sale Contracts between the Parties have been terminated, and there are balances in favor of PGPB, the Client will have five (5) Working Days to make the respective payment, counted as of the Working Day following the date of the notification by PGPB. The notification from PGPB must likewise comply with all the requirements set forth in preceding paragraph.

5.2 Invoicing for voluntary Liquidation of Open Operations

The Client may execute Coverage Operations contrary to the ones originally agreed upon for the purpose of fixing the Market Value of said operations, which should coincide, in so far as their Valuation Dates with the Coverage Operations initially agreed upon. These operations can be for 100% of the Quantity per Consumption Period of the Coverage Operations initially agreed upon or for part of them.

Once the Market Value of the Coverage Operations that he wishes to terminate through a Liquidation Operation has been fixed, the Client may request the Adjustment per Coverage resulting from said Coverage Operations, before the Valuation Date. This Adjustment per Coverage will be calculated in Dollars as the Present Value of the Adjustments per Coverage for each Consumption Period discounted at a rate negotiated by PGPB with the Client that: (i) will reflect the funding cost of Petroleos Mexicanos in Dollars, and (ii) is consistent with the Mean Life of the Coverage Operation. The calculation of the Present Value will consider the date on which the Adjustment for Coverage requested by the Client would apply.

For the quantification of the amount in pesos, the exchange rate published by Banco de Mexico in the Official Daily of the Federation one Working Day before the date of the Adjustment for Coverage will be used, and in the event it is not available, the index substituting it in accordance with the Applicable Laws will be used.

In the event that Purchase/Sale Contracts between the Parties has been terminated, and there are balances in favor of the Client, the Client may request through written notification to PGPB that these be reimbursed, indicating and enclosing the following: (a) the amount of balance in favor of the Client, (b) bank account number and name of the bank, and (c) an invoice issued in accordance with the Applicable Laws for the amount of the corresponding balance, so that PGPB make the corresponding deposit within a lapse of thirty (30) Days following the date of receipt by PGPB of the notification mentioned in this paragraph.

In the event that Purchase/Sale Contracts between the Parties had been terminated, and there are balances in favor of PGPB, the Client will have five (5) Working Days to make the respective payment, counted as of the Working Day following the date of the notification by PGPB. The notification by PGPB must likewise comply with all of the requirements mentioned in the preceding paragraph.

5.3 Invoicing of Liquidation Operations for Non Compliance

In the event that a Liquidation Operation for Non Compliance in accordance with the provision of this Contract is realized, the resulting Adjustment per Coverage of said Operation, in accordance with the calculation described in Clause 5.2, should there be one, will be subject to the following:

(i) In the event that such balance results in favor of PGPB, it will be invoiced in an specific manner for this concept. The Client will have five (5) Working Days to make the respective payment, counted as of the Working Day following the date of receipt of the notification from PGPB.

(ii) In the event that said balance results in favor of the Client, the balance will be paid by PGPB to the Client through the issuance of a posterior note of credit, for the concept of Adjustment per Coverage, within five (5) Working Days following the date of notification of the Liquidation operation by one of the Parties. Said note can be applied on the due date of subsequent invoices issued under any Purchase/Sale Contract for up to the total of said notes, providing that the Purchase/Sale Contract is kept in effect. In the event that there is no Purchase/Sale Contract in effect, PGPB will pay the Client in accordance with the provisions of Clause 5.2, as it may apply.

5.4 Obligatoriety of the Adjustments per Coverage

For the Coverage Operations executed between PGPB and the Client that generate an Adjustment per Coverage, the terms of payment agreed upon in the Purchase/Sale Contract will apply, providing that in the Confirmation of Coverage there is no different date set. This Adjustment per Coverage will be mandatory and will be invoiced independently of the invoices of the Purchase /Sale Contract. The payments referred to in this Clause will apply in the first place to the Past Due Interest (should there be any) and secondly to the Adjustments per Coverage.

5.5 Non Compliance in the Payment of the Adjustments per Coverage

In the event that any of the Parties does not comply with the payment of invoices in which Adjustments per Coverage are applied, the non complying Party will be subject to the same consequence stipulated in the Purchase/Sale Contract as it refers to the provisions for non compliance in the payment of invoices.

6. NON COMPLIANCE IN THE RECEPTION OR NOMINATION OF VOLUMES SUBJECT TO AN OPERATION OF COVERAGE

Notwithstanding the obligations of the Parties under the Purchase/Sale Contract, any non-compliance by the Parties under the respective Purchase/Sale Contract will not release the obligations of the Parties with respect to the Operations of Coverage executed under this Contract.

In the event that the Client does not consume the firm volume under the respective Purchase/Sale Contract without justified cause for more than one (1) Consumption Period and there are Operations of Coverage on said volume, PGPB will be able to notify the Client about such situation and the Client must inform PGPB of said situation no later than five (5) Working Days after receipt of said notification by PGPB.

If the notification of justification on behalf of the Client referred to in the preceding paragraph, is not received within the five (5) Working Days following the notification from PGPB requiring the justification, PGPB will have the right without responsibility and without judicial declaration, to liquidate totally or partially any Operation of Coverage before the Valuation Date specified in the corresponding Confirmation, through the execution of a Liquidation Operation, as stipulated in Clause 3, without this Contract being rescinded.

If the Client does not document the situation in a manner satisfactory for PGPB, in the understanding that PGPB will not be able to refuse such documentation in an unjustified manner, the Parties may resort to the procedure for resolution of controversies under the mode of independent expert in accordance with Clause 11.11, section (b) of this Contract.

In the event that the controversy is resolved in favor of PGPB, PGPB will have the right without responsibility and without judicial resolution, to liquidate in whole or in part any Operation of Coverage before the Valuation Date specified in the corresponding Confirmation, through the execution of an Operation of Liquidation, as stipulated in Clause 3, without rescission of this Contract.

7. NOTIFICATION OF ADJUSTMENTS PER COVERAGE

7.1 Notification on behalf of PGPB

Two (2) Working Days after the Valuation Date with respect to each Coverage Operation at the latest, PGPB will notify the Client in writing of the following:

(a) The amount of any Adjustment per Coverage; and

(b) The calculation of said Adjustment per Coverage, with all the relevant data for said calculation as they were previously agreed to by the Parties and documented in the Confirmation, including without limitation the Quantity per Consumption Period, the Fixed Price, Floor Price or Ceiling Price, or any other type of Coverage Operation as the case may be, the Annotated Index as well as any Premium, etcetera, in accordance with Attachment 4 – “Notification of Valuation Instruments”.

In the event that PGPB does not forward the notification within the term established in this Clause 7.1, the Client will have the right to send PGPB a notification using the format of Attachment 4 ‘ Notification of Valuation of Instruments”, of this Contract.

In the event that the notification referred to in the preceding paragraph is not prepared by any of the Parties, these agree that the terms and conditions that will govern the valuation of the Coverage

Operations whose Valuation Date has passed, will be those registered in the Confirmation referred to in Clause 3.4 of this Contract.

7.2 Acceptance of the Notification

The notification referred to in Clause 7.1 will become definitive when it is received in accordance with Clause 11.1 of this Contract, except for evident error in the calculation or unless the receiver presents to the other Party, in writing, his unconformity with respect to the calculations contained in such notification, no later than three (3) Working Days after receipt of same, showing in detail the nature of such unconformity. Once this unconformity is received, PGPB and the Client will negotiate within the three (3) Working Days following the solution of the discrepancies in the calculation contained in the notification mentioned. If the Parties can not resolve the controversy by mutual agreement they will abide by the provisions of Clause 11.11 of this Contract.

8. VALUATION OF OPEN OPERATIONS

8.1 Valuation of Open Operations

For each Working Day, PGPB will perform a Valuation of Open Operations, in accordance with the provisions of Clause 8.3 of this Contract. PGPB will provide the Client by telephone or through any other means agreed upon by the Parties, the Valuation of Open Operations each time that the Client so requires, at the latest on the following Working Day after the request is received. In the understanding that PGPB can only provide the calculation memory of the Valuation of Open Operations of the Day the request is made.

Likewise, PGPB will be able to provide the Client one memory of calculation of the Valuation of Open Operations each time that the Client so requires, no later than the Working Day following receipt of such request. In the understanding that PGPB will only be able to provide the memory of calculation of the Valuation of Open Operations of the Day in which the request is made.

8.2 Calculation of Market Values for the Establishment of Collateral Warranties

For the effects of this Clause 8, the Market Values will be obtained from quotations obtained in the Stock Market and in the Extra Stock Market of the United States of America.

The Client has the right to object to the calculation of the Market Values or of the Valuation of Open Operations in accordance with this Clause, however, this right does not exempt the Client from the establishment of Collateral Warranties in the event that they are required, except in the case of evident error. For such effects, PGPB will deliver or receive the amount corresponding to such calculations and will make the corresponding correction once an agreement is reached.

If the Client objects to the determination of the Market Values established in this Clause 8.2, he will so notify PGPB in writing within the Working Day following the receipt of such calculation. If the Parties can not resolve the controversy by common agreement within one (1) Working Day following the notification, the Parties will abide by the procedure established in Clause 11.11 section (a).

8.3 Calculation methodology for the determination of the amount of the Valuation of Open Operations

The amount of the Valuation of Open Operations will be the amount resulting at the date of calculation of adding algebraically the product of the Quantity per Consumption Period of the Consumption Periods that remain to be valued and the difference between the Market Value and the Original Price of the Coverage Operation, for all Open Operations.

8.4 Calculation methodology for the determination of the client's Daily Balance

The Client's Daily Balance will be calculated on Working Days and will be the result of the algebraic sum of:

- (a) The Valuation of the Open Operations
- (b) The value of the Coverage Operation or Operations whose Valuation Date had already occurred and the Adjustment per Coverage had not been invoiced and paid for; and
- (c) The value of the interest past due for Coverage Adjustments, should there be any.

For the purposes of realizing the calculation of Client's Daily Balance, all the amounts calculated in Dollars will be converted into Pesos in accordance with the following:

- (i) For the value of the Operations of Coverage whose Valuation Date had already occurred and the Adjustment per Coverage had not been invoiced, the stipulations in Clause 11.15 will be used;
- (ii) For the case of the calculation of the Valuation of Open Operations, the rate of exchange that the Banco de Mexico publishes in the Official Daily of the Federation the day prior to the one when the calculation is made as rate of exchange of commercial operations in foreign currency (Peso/Dollar) will be used.

9. CREDIT CONDITIONS AND ESTABLISHMENT OF WARRANTIES

9.1 Credit Conditions to realize Coverage Operations

PGPB will require from the Client the presentation of Coverage Warranties for the amount that will be defined prior to the realization of said Coverage Operation(s), which will depend on the Quantity per Consumption Period, type of operation and term of same. These Coverage Warranties must be established before PGPB prior to contracting the Coverage Operations and will conform the Operative Limit for Coverage.

9.2 Exemption of the deposit of Coverage Warranties

The Client will not be required to deposit Coverage Warranties, when the Credit Committee, based on the financial rating and credit history of the Client, so authorizes it. In the event that the Client loose

the exemption referred to in this Clause, his Operative Limit will be Zero, and will therefore have to deposit the necessary Coverage Warranties.

9.3 Establishment and Liberation of Collateral Warranties

The Parties agree that the Client will be obligated to establish Collateral Warranties when the Daily Balance is higher than his Operative Limit for Coverage and that he should maintain them in effect during the time that such situation persists.

The Collateral Warranties must be established no later than two (2) Working Days following the date of notification by PGPB to the Client. In case that the Client does not establish the corresponding Warranty within the established term, PGPB may proceed to the liquidation of the Client's Open Operations, in the understanding that the Date of Liquidation may be equal to the date in which PGPB notifies the Non Compliance to the Client and without the need of acknowledgement of receipt of the Non Compliance notification from the Client. For these effects, the Client is in agreement that PGPB execute any Operation of Liquidation to proceed to the total or partial cancellation of the corresponding Coverage Operation(s) without the need of any instruction with respect to the latter.

When the Daily Balance is lower than his Operative Limit for Coverage, PGPB, at the Client's request, will make the liberation of the Collateral Warranties no later than two (2) Working Days following the date of receipt of the request that the Client presents to PGPB in writing.

The placement of the Collateral Warranties in the form of cash deposits, must be made through bank transference in the account that PGPB will designate for such purposes and notify the Client in writing. To this effect, the Client will deliver or send via e-mail or fax, no later than at 14.00 hours of the last day of the stipulated term, a copy of the deposit slip or of the confirmation of the electronic transaction containing at least: (i) number of the account of origin, (ii) number of the destination account, (iii) amount of the transaction and (iv) number of confirmation or reference of the bank transference.

The liberation of the Collateral Warranties in the form of cash deposits, must be made through bank transfer on the account that the Client designates in writing, fulfilling the requirements established in the preceding paragraph for the Client.

9.4 Exemption of the Deposit of Collateral Warranties.

No Collateral Warranties will be required for those Coverage Operations that are contracted within the Coverage 2004 – 2006 program.

10. CAUSES AND EFFECTS OF RESCISSION AND TERMINATION

10.1 Causes for Rescission

Subject to the dispositions of clause 10.2 and 3.6, and without prejudice of any other legal right or recourse derived from this Contract or of any other source, the Complied Party may rescind this Contract or liquidate the corresponding Coverage Operation in the occurrence of any of the following events (henceforth, jointly as the "Non Compliance" and individually the "Non Compliance"):

10.1.1 Non Compliance by either of the Parties:

(a) Any declaration made by one Party under this Contract that turns out to be false or incorrect and/or puts at risk or in doubt the compliance of the obligations under his responsibility derived from this Contract or from the Coverage Operation(s) executed under same.

10.1.2 Non Compliance of the Client:

(a) The lack of payment of the amounts due in accordance with this Contract.

10.1.3 Non Compliance of PGPB:

(a) The lack of return of the warranties granted by the Client to PGPB, when such return is legally warranted in accordance with this Contract, or

(b) The lack of issuance of notes of credit or the lack of payment in cash in favor of the Client when said notes of credit are legally warranted in accordance with this Contract.

10.2 Notification and period of remedy

In the event that the Complied Party has the intention of rescinding this Contract under clause 10.1, it will so notify the Non Complied Party indicating the Non Compliance imputed. Then, the Non Complied Party will have a term of (a) 30 (thirty) Days; plus (b) the additional term that, in the case, the Complied Party may grant, to remedy at its satisfaction the Non Compliance in question. Such term will start counting as of the Day following the notification; and this is in the understanding that during this term, as long as the Non Compliance event subsists, the Non Complied Party will not be able to realize other Coverage Operations except the Operations of Liquidation and those that in its case, the Complied Party may accept. Likewise, it is assumed that the Complied Party will not be able to Liquidate the Coverage Operations that are in effect during such term except as stipulated in the last paragraph of Clause 3.6.

10.3 Causes for Termination

Through the notification in writing made to the other party and the occurrence of any of the events listed in this Clause, any of the Parties may, without the need of judicial declaration, terminate this Contract and/or liquidate the Operation(s) of Coverage that are in effect on such moment.

10.3.1 Causes for termination common to the Parties:

(a) The termination of the Purchase/Sale Contract(s)

(b) The lack of payment of the amounts due under any Purchase/Sale Contract

(c) For written notification of one Party to the other to terminate this Contract, providing that there is no Coverage Operation in effect and/or there is some obligation pending fulfillment;

(d) Any change in the Applicable Laws that prevent any of the Parties from continuing the purpose of this Contract.

10.3.2 Causes for termination imputable to the Client

(a) The lack of granting of the Coverage Warranty or of the Collateral Warranties in accordance to this Contract

(b) The lack of granting of the warranty(ies) under the Purchase/Sale Contract;

(c) When the Client initiates procedures to be declared in insolvency, bankruptcy, promotes or is subject of some reorganization decreed under judicial order, seeks the benefit of any law to free debtors, makes any cession in favor of creditors due to incapacity to fulfill his obligations before them, admits in writing his impossibility to pay debts in general upon their due date, or carries out any other act generally recognized as of insolvency;

(d) The issuance of any resolution or judicial order declaring the Client to be in insolvency, that he approve a petition requesting his reorganization, that he approve a petition requesting the enforcement of some law to free his debtors, or decrees or orders the dissolution or liquidation of the Client.

10.4 Effects of the Rescission and Termination

The Complied Party will include in the writ of notification of the Non Compliance or of Termination, the Date of Liquidation and the Quantity per Consumption Period and any information that is necessary for the calculation of Amounts Due with respect to the corresponding Operation of Liquidation.

All the Open Operations to the Date of Liquidation will be cancelled by PGPB on the Working Day following the date indicated as term for the rescission or termination, as the case may be, through the execution of an Operation of Liquidation that will effectively terminate the Coverage Operations(s) originally executed. However, this is without prejudice of the provisions of Clause 3.6 of this Contract.

10.5 Amounts due with Respect to Operations of Liquidation

In the event that any notification of Operations of Liquidation is forwarded in accordance with the preceding Clause 10.4, PGPB will calculate the net interest due from all the Operations of Liquidation. For such calculation, PGPB will calculate and notify the Client of such amounts within a term no longer than five (5) Working Days after the Date of Liquidation as may correspond.

Such amounts will be determined as describe below:

(i) The amount to the Date of Liquidation that results by adding algebraically the product of the Quantity per Consumption Period of the Consumption Periods remaining to be vaulted and the difference between the price of the Operations of Liquidation and the Original Price of the Coverage Operation, for all Open Operations that have to be cancelled in which the Client is the seller; the amount to the Date of Liquidation that result by adding algebraically the product of the Quantity per Consumption Period of the Consumption Periods remaining to be vaulted and the difference between the Original Price and the price of the Operations of Liquidation, for all the Open Operations that have to be cancelled in which the Client is the purchaser;

(ii) The amount that results by adding algebraically the product of the Quantity per Consumption Period of the Consumption Periods remaining to be vaulted and the Premiums owed by the Client;

(iii) The amount that results by adding algebraically the product of the Quantity per Consumption Period of the Consumption Periods remaining to be vaulted and the Premiums owed to the Client;

(iv) In its case, all the expenses and costs duly documented and related only with respect to the rescission or termination of the Contract, as the case may be, including fees and attorney's expenses, in which the Complied Party may have incurred; and

(v) Any unpaid amount owed to the Complied Party in accordance with this Contract.

The amount to be invoiced will be the result of the algebraic sum of the amounts in the preceeding sub-sections (i), (ii), (iv) and (v)

This amount will be invoiced in accordance with Clause 5.3 of this Contract.

If PGPB does not forward said notification within the term established in this Clause 10.5, the Client will have the right to forward said notification to PGPB.

If the Non Complied Party objects to the determination of the Prices of the Operations of Liquidation, it will so notify in writing to the Complied Party within the two (2) Working Days after receipt of said calculation. If the Parties can not resolve the controversy by mutual agreement within the two (2) Working Days following the notification, in view of such controversy, the parties will abide by the procedure established on Clause 11.11, section (a). Notwithstanding the above, and except for evident error, the Non Complied Party will not have the right to object to the Prices of the Operations of Liquidation realized by the Complied Party, if said Price is reasonably consistent with the Market Value of at least three (3) of the *Leading Dealers*.

10.6 Payment of the Amounts Owed

Once the amount described in Clause 10.5 of this Contract has been determined, the following will apply:

(a) If the sum is an amount in favor of PGPB, the latter will invoice said amount and the Client will be obligated to pay it within the five (5) Working Days after the date of the corresponding notification made by PGPB;

(b) If the sum is an amount in favor of the Client, PGPB will make the payment of such amounts through an Adjustment per Coverage just as described in Clause 5.3 of this Contract.

10.7 Reference for the Determination of the Market Values

For the purposes of this Contract, the Parties may agree that the Market Value may be determined for any Operation of Liquidation for Non Compliance, through the arithmetical average of at least two (2) estimates of the value of the Operations to the date notified as Date of Liquidation provided by the companies that could be classified as *Leading Dealers*, chosen by the Parties making the calculation with said estimates that will represent:

(a) The amount that said companies would pay to the party requesting said estimate with respect to said Liquidated Operation for non compliance, and

(b) The amount that the party requesting said estimate would have to pay to said companies on the Date of Liquidation, taking into consideration an agreement between said party and said companies to execute an Operation of Coverage which would have the effect of maintaining for said party the economic equivalent of the remaining rights and obligations of payment under said Liquidated Operation for non compliance.

10.8 Taxes

Each one of the Parties will comply with the payment of the contributions, taxes and other taxations that in accordance with the Applicable Laws they have the obligation of covering, during the effectiveness, execution and compliance of this Contract and its Attachments.

11. GENERAL PROVISIONS

11.1 Notifications

Any notification, communication or request between the Parties will be made on Working Days, between 9.00 and 18.00 hours, in writing, with acknowledge of receipt, or any other electronic means agreed to by the Parties where there is a record of the issuance and reception of the communication. When the notifications, communications or requests are sent and received via fax, in addition to the corresponding proof of receipt, the sender should verify via telephone the reception of the document by the addressee.

Except for any provision to the contrary in this Contract, the Parties agree that all notifications, communications or requests made under it, will become effective the Working Day following its receipt by the Party to which addressed, according to the date of the acknowledgment of receipt or proof of receipt.

For these effects and except for any provision to the contrary in this Contract, the Parties agree that the notifications, communications or requests should be made to one of the persons designated as contacts in this Clause to the domicile, telephone number, fax and/or electronic mail:

Of the Client:

Domicile: Insurgentes Sur, NR. 1971, Torre 3, 6TH. Floor, Colonia Guadalupe Inn, C.P. 01020, Mexico, Federal District

Contacts:

Name: Pablo Gerardo Lopez Sanches

Telephone: 5322-4870

Fax: 5322-4896

e-mail: pablo.lopezs@rhodia.com.mx

Name: Lilian Diaz Gonzalez Gallardo

Telephone: 5322-4823

Fax: 5322-4898

e-mail: lilian.diaz@rhodia.com.mx

For PGPB:

Domicile: Av. Marina Nacional # 329, Edificio B1, Piso 9, Col. Huasteca, Mexico, D.F. 11311

Contacts:

Name: Javier R. Lopez Ramos

Telephone: 52- 32 -59- 52 to 55.

Fax: 52-32-60-10 and 52-32-60-13.

Electronic mail: jvlopez@gas.pemex.com

Name: Griselda Cervantes Padilla.

Telephone: 52- 32 -59- 52 to 55.

Fax: 52-32-60-10 and 52-32-60-13.

Electronic mail: gcervantes@gas.pemex.com

11.2 Domicile for Payment of Coverage Operations

The Parties agree and establish that for payment of the amounts owed for the concept of valuation of Coverage Operations and of valuation of the Operations of Liquidation, the domicile to fulfill said obligation will be the one established in the Purchase/Sale Contract.

11.3 Electronic Recording of Telephone Conversations

The Parties accept in this Contract:

(a) That Electronic Recordings be made of any telephone conversation of the Authorized Persons in accordance with Attachment 1 – “Authorized Persons” of this Contract or any Coverage Operation exclusively in relation to the closing of Coverage Operations;

(b) That any one of said Electronic Recordings can be used as proof in any suit, action or other procedure related to this Contract, for this effect a copy of said Electronic Recordings must be provided by PGPB to the Client in a term no longer than ten (10) Working Days after it is requested by the Client.

11.4 Change of Circumstances

The terms and conditions of this Contract have been agreed upon, taking into account the general and legal circumstances existing at the moment of its execution. In the event that a substantial change occur in said circumstances, beyond the control of the parties, that will affect economically, in a negative and substantial manner, to any of the contracting Parties in the fulfillment of its obligations in accordance to this Contract, the affected Party may solicit the re-negotiation of one or more clauses of this Contract, accrediting the change occurred as well as the manner of the affectation in which its request for re-negotiation is based. Upon receipt of such request, in case that it effectively is a change of circumstances, the Parties will gather and will negotiate in good faith during a term that will not exceed sixty (60) Days. If at the end of the sixty (60) Days counted as of the date of receipt of the request by the other Party, the Parties have not reached an agreement over such modifications, any one of them may terminate this Contract through notification given in writing to the other Party and the Open Operations of Coverage will be liquidated in accordance to this Contract.

11.5 Limitation of Responsibility; Maximum Amount of Indemnity.

The maximum responsibility of each one of the Parties under this Contract will be limited only and exclusively to the valuation that at each moment may have each one of the Parties with respect to the other in each Open Operation and in each Operation invoiced and not paid for.

In case of anticipated termination of this Contract, the maximum responsibility of each one of the Parties under this Contract will be limited only and exclusively to the value of the Adjustment per Coverage and other concepts stipulated in Clause 10.5.

The Parties expressly renounce to demand damages and lost profits to which they may be entitled, except in the case of deceit, in which case the Affected Party may demand to the other the payment of damages and lost profits in the terms of article 2110 of the Federal Civil Code.

11.6 Cession

None of the Parties may cede the rights and obligations of this Contract without prior authorization from the other Party, same which will not be unduly or unjustifiably denied.

11.7 No Stipulation in Favor of Third Parties

No provision in this Contract has been designed, nor should be construed in such manner that it confers to any person or entity any right under this Contract in the manner of stipulation to third parties. In the event of non-compliance to this provision, the Parties agree to abide by the procedure foreseen in Clause 10 of this Contract.

11.8 Autonomy of the Provisions

The invalidity, illegality or lack of coerciveness of any of the provisions of this Contract will in no way affect or impede the validity and obligatoriness of the other provisions of same.

11.9 Amendments

No amendment or modification to any of the terms and conditions established in this contract will take effect, except that it be done in writing and is signed by the Parties to this Contract, except as mentioned in Clause 3.7. – Authorized Personnel.

11.10 Applicable Legislation

This Contract will be governed and interpreted in accordance with the Applicable Laws.

11.11 Solution of Controversies

In the event of controversies between the Parties under this Contract, the Parties will abide by the following:

(a) **Independent Experts for Market Values:** In the event that the controversy is related to Market Values, each one of the Parties agrees to designate a third independent party that qualifies as *Leading Dealer*. These independent third parties designated by each one of parties will jointly determine said Market Values, within the five (5) Days following their designation. In such a case, the Parties will be jointly responsible for the fees and expenses of the third independent parties. The decision of the third independent parties will be final and obligatory for the parties, except for manifest error. In the event that the third independent parties do not reach a final decision, the Parties agree to designate by mutual agreement a new company from the companies listed in Attachment 5 – “List of *Leading Dealers*” to be designated as third independent party in discord who will determine said Market Values, within the five (5) Days following his designation and will emit a final resolution with an obligatory character for the Parties.

In this last event, the Parties will be jointly responsible for the fees and expenses of the third independent party in discord.

(b) **Independent Experts for the effects of Clause 6** : When there is a controversy for low consumption of gas by the Client in terms of the provision in Clause 6 of this Contract and that the Parties can not resolve it between them, the Parties agree to abide by the decision of an Independent Expert in accordance with the following rules:

i) For each controversy, the Independent Expert should be appointed by the Parties within three (3) Working Days as of the date in which the Party notifies the other of its intention to initiate an expert procedure (the "Notification of Expert Procedure");

ii) The opinion of the Independent Expert will be linking between the Parties and must be emitted within no more that seven (7) Working Days as of the date in which the Parties receive the Notification of the Expert Procedure.

iii) In accordance with the opinion of the Independent Expert, the Party who is in the wrong will pay both for the costs incurred by the other Party that are related to the Expert Procedure, and for the services of the Independent Expert; and

iv) The Parties must provide to the Independent Expert all of the information they posses in relation to the matter of the controversy. The Independent Expert may convene meetings with Parties, jointly or separately, to establish the specific points in controversy and will be able to require the complementary information that may be necessary.

(c) **Arbitrage** : In the event of controversy or claim of any kind derived from or related to the validity, invalidity, interpretation, execution, meaning, operation, effect, compliance or non compliance of this Contract that the Parties can not resolve in an amicable manner in a term of thirty (30) Days (henceforth the "Controversy"), the Parties agree that such Controversy will be definitely resolved through arbitrage of right that will be carried out in accordance with the rules of arbitrage of the International Chamber of Commerce (Cámara Internacional de Comercio). The arbitral panel will be composed of three arbiters. Each one of the Parties will select one arbiter and the third, who will be the president, will be selected by agreement of the two arbiters selected by the Parties. In the event that the two arbiters do not reach an agreement over the selection of the third arbiter within a term of thirty (30) Days, the president will be elected in accordance with the rules of arbitrage of the International Chamber of Commerce. The arbitral procedure will take place in the City of Mexico, D.F. and will be conducted in the Spanish language. The arbitral decision will be definitive and obligatory for the Parties, who renounce to any mechanism to appeal the decision. The Party disfavored by the decision must answer for all the expenses and costs of both Parties incurred in relation to the arbitral procedure; in the event that the arbitral decision does not favor any of the Parties, such expenses and costs will be shared by both Parties in an equitable manner, in the proportion determined by the arbiters, under the principle that the less favored Party should cover a larger part of these.

That Controversy for which its resolution is expressly foreseen in the Contract to be resolved through an Independent Expert is exempted from arbitrage, except those derived from the fact that one Party does not appoint the independent third party that should be designated in terms of section (a) of Clause 11.11, in which the Parties do not reach an agreement with respect to the designation of the third independent party in discord or of the Independent Expert referred to in sections (a) and (b) of Clause 11.11, or else, that one of the Parties does not provide the information requested or required by the Independent Expert to resolve the controversy in question.

11.12 Integrity of the Contract

This Contract constitutes the complete and exclusive agreement of all the terms and conditions governing its purpose and it substitutes all prior contracts and agreements, written or oral, between PGPB and the Client in relation to it. No contract or negotiations of the Parties prior to the execution of this Contract, as well as any declaration of any employee, empowered person or representative of any of the Parties, realized prior to the execution of this Contract, will be admissible for the interpretation of the terms and conditions of this Contract.

11.13 Duration

This Contract will become effective as of the date of its signature and will be in effect as long as the Purchase/Sale Contract remains in effect. However, it can be terminated in advance in accordance with Clause 10. The Parties agree that once this Contract comes to term, all rights and obligations derived from it will also terminate, with the exception of the right to demand the delivery of the amounts owed and not paid for by either of the Parties and that established in Clause 11.14.

11.14 Confidentiality of the Contract

The Parties agree that this Contract as well as all the information related to it obtained from the other Party through any of its executives, including directors, employees or other representatives (the Contract and said information referred to as "Information" for the effects of this Clause 11.14) must be treated as confidential property and can not be revealed without the express consent of the other Party. Notwithstanding the above, this obligation of confidentiality, will not apply to Information that:

- (a) Is or becomes of public domain through a third party;
- (b) Must be revealed by one of the Parties in accordance with legal, administrative or judicial requirements to which such Party is subjected, if and when the revelation of such information is obligatory in such manner that by not doing it, it would incur in civil or penal responsibility. Any one of the Parties may reveal the Information in accordance with legal, administrative or judicial requirements to which such Party is subjected, if and when the revelation is mandatory for such Party and that by not doing so it would incur in legal, civil or penal responsibility.
- (c) The Parties may reveal the Information to their advisors, possible investors and lawyers, if and when they are subjected to an obligation of confidentiality;
- (d) When one of the Parties suffers a disaster in one of its properties and must reveal Information to the insurance companies and their reinsurers.

In the supposition that any of the Parties revealed any Information in violation of the dispositions of this Clause 11.14, the other Party will have the right, without prejudice of any other legal right or recourse derived from this Contract, or of any other source, to terminate this Contract with immediate effects without need of a judicial declaration, through written notification to the other Party. This obligation of confidentiality will remain in effect for a period of up to five (5) years after the termination of the duration of this Contract.

11.15 Exchange parity

The Parties agree that for the calculation of the amounts in dollars to pesos, the rate of exchange established in the Purchase/Sale Contract will be used, except for that stipulated in Clause 5 section 5.2 and Clause 8 section 8.4 (ii).

12. FORCE MAJEURE

No event that constitutes an act of nature or force majeure will be reason to prevent the parties from fulfilling their obligations and exercise their rights derived from this Contract.

Having read this Contract, and informed the parties of their legal scope this Contract is signed on November 11, 2003.

Pemex-Gas y Petroquímica Básica

By: Javier Ramón López Ramos
Empowered

Rhodia Fosfatados de Mexico, S.A. de C.V.

By: Jose Roberto Flores Athie

Attachment 1 – Authorized Persons

Designation of persons authorized to request and answer quotations, as well as of persons authorized by the Parties to execute Coverage Operations.

On behalf of the Client:

Persons authorized to execute Coverage Operations

<u>Name</u>	<u>Telephone</u>	<u>Fax</u>	<u>Electronic Mail</u>	<u>Signature</u>
Lilian Diaz Gonzalez Gallardo	5322-4823	5322-4898	Lilian.Diaz@rhodia.com.mx	
Iris Magdalena Alvarado Vergara	01-921-9212115545	01-9212115592	Iris.alvarado@rhodia.com.mx	

On behalf of PGPB:

Persons authorized to answer Quotations

<u>Name</u>	<u>Departament</u>	<u>Telephone</u>	<u>Fax</u>
Griselda Cervantes Padilla	Business Dev.	5232-5955	5232-6010
Ilsa Ballesteros Martínez	Business Dev.	5232-5954	5232-6013
José Pablo López Calva	Business Dev.	5232-5953	5232-6013
Gabriela Caraveo Sánchez	Business Dev.	5232-5957	5232-6010
Javier R. López Ramos	Business Dev.	5232-5952	5232-6010
Jorge Rojas Zepeda	Business Dev.	5232-5959	5232-6010

Persons authorized to execute operations de Coverage

<u>Name</u>	<u>Departament</u>	<u>Telephone</u>	<u>Fax</u>
Griselda Cervantes Padilla	Business Dev.	5232-5955	5232-6010
Ilsa Ballesteros Martínez	Business Dev.	5232-5954	5232-6013
José Pablo López Calva	Business Dev.	5232-5953	5232-6013
Gabriela Caraveo Sánchez	Business Dev.	5232-5957	5232-6010
Javier R. López Ramos	Business Dev.	5232-5952	5232-6010
Jorge Rojas Zepeda	Busines Dev.	5232-5959	5232-6010

Rhodia Fosfatados de Mexico, S.A. de C.V.

Sr. Jose Roberto Flores Athie

Pemex Gas y Petroquímica Básica

Attachment 2 – Confirmation Format

Attachment 3 – Alternative Sources of Price

Primary Alternative Sources of Price (FAPP)

Price of Reference

(****)
(****)
(****)

FAPP

Gas Daily
Gas Daily
Gas Daily

Secondary Alternative Sources of Price (FASP)

Price of Reference

(****)
(****)
(****)

FASP

Natural Gas Intelligence
Natural Gas Intelligence
Natural Gas Intelligence

Attachment 4 – Notificación of Valuation of Instruments

Calculation Memory for invoicing

Attachment 5 – List of *Leading Leaders* to be designated as independent Third party in discord

BNP Paribas
Coral Energy Resources
JP Morgan
Chase
Sempra Energy Trading
Morgan Stanley Capital Group Inc.
Credit Suisse Financial Products
Citi Bank N. A.
Deutsche Bank Alex Brown

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

**** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

FOURTH MODIFYING AGREEMENT TO THE PURCHASE AND SALE AGREEMENT OF ANHYDROUS AMMONIA, dated as of March 14th, 2005 between PETROQUIMICA COSOLEACAQUE, S.A. DE C.V., hereinafter referred as to the “Seller”, represented by its legal representative, Mr. Ricardo Hernandez Albín and RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V, now INNOPHOS FOSFATADOS DE MEXICO, S. DE R.L. DE C.V., hereinafter referred as the “Buyer”, represented by its legal representative, Mr. Jose Roberto Flores Athié, according to the following Provisions and Clauses.

PROVISIONS

The Seller declares:

SOLE.- That the legal capacity of its special legal representative to sign this Agreement is proved according to the Notarial Power number 8,746 dated as of May 26th, 2003, granted before Notary Public No. 14 of the City of Coatzacoalcos, Ver., Attorney Enrique de Jesús Aguilar Urcelay, same that has not been modified or revoked.

The Buyer declares:

FIRST.- That the legal capacity of its general legal representative to sign this Agreement is proved according to the Notarial Power number 70,939 dated as of January 30th, 2002, granted before Notary Public No. 137 of the Mexico City, Attorney Carlos de Pablo Sena, registered at the Public Registry of Commerce under mercantile folio number 103384 in Mexico, D.F., on February 14th, 2002 and ratified through public deed number 15232 described in the following provision, same that has not been modified or revoked.

SECOND.- That they changed its corporate name and adopted other kind of legal corporation by virtue that the company was incorporated as an Anonymous Corporation of Variable Capital and by agreement among the shareholders they adopted the kind of Limited Liability Company of Variable Capital, reason why it is named actually INNOPHOS FOSFATADOS DE MÉXICO, S. DE R.L. DE C.V., the aforementioned was done through Public Deed number 15,232 dated as of August 17th, 2004, granted before Notary Public No. 122 of the Mexico City, Attorney Arturo Talavera Autrique, registered before the Public Registry of commerce under mercantile folio number 103384 in Mexico, D.F. on November 15th, 2004, by means of which it stated the change of the corporate name and the adoption of another kind or mercantile corporation.

Both parties agree that:

FIRST.- That on April 23rd they execute a Purchase and Sale Agreement of Anhydrous Ammonia, hereinafter referred to as the Agreement, by which the Seller binds itself to sell the Buyer Anhydrous Ammonia, hereinafter referred to as the Product, and this last binds itself to buy it and receive it.

SECOND.- That on June 1st, 2002, October 31st, 2002 and August 1st, 2004 they subscribe the First, Second and Third Modifying Agreement, respectively.

THIRD.- That according to Clause 23 “Modifications and Resignations” of the “Agreement”, they are willing to do the following modifications, under the terms and conditions of this Modifying Agreement herein according to the following:

CLAUSES

FIRST.- By virtue of the change of corporate name and the adoption of other kind of legal corporation, the company INNOPHOS FOSFATADOS DE MEXICO, S. DE R.L. DE C.V., takes under its responsibility the rights and obligations and therefore will be the responsible to cover the

debts or passives with PETROQUIMICA COSOLEACAQUE, S.A. DE C.V., same that RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V. has engaged.

SECOND.- Both parties agree that with exception of the expressly agreed in this Modifying Agreement, all the terms and conditions of the Agreement and Exhibits will continue in force without any change in full effect, ratifying the parties through this act the content of the same.

AS WITNESS WHEREOF, the parties subscribe this Modifying Agreement through their Legal Representatives in the City of Coatzacoalcos, Ver., dated as of March 14th, 2005.

SELLER
PETROQUIMICA COSOLEACAQUE, S.A. DE C.V.

Mr. Ricardo Hernández Albin
Special Legal Representative

BUYER
RHODIA FOSFATADOS DE MEXICO, S.A. DE
C.V. NOW INNOPHOS FOSFATADOS DE
MEXICO, S. DE R.L. DE C.V.

Mr. José Roberto Flores Athié
Legal Representative

JUDICIAL REVISION

Mr. Jorge González Cervantes
Sub coordinator Consultant and of Prevention

THIRD MODIFYING AGREEMENT TO THE PURCHASE AND SALE AGREEMENT OF ANHYDROUS AMMONIA, executed on March 14th, 2005 between PETROQUIMICA COSOLEACAQUE, S.A. DE C.V., hereinafter referred as to the “Seller”, represented by its legal representative, Mr. Ricardo Hernandez Albín and RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V, hereinafter referred as the “Buyer”, represented by its legal representative, Mr. Jose Roberto Flores Athié, according to the following Provisions and Clauses.

BACKGROUNDS

On April 23rd, 2001, the parties executed a PURCHASE AND SALE AGREEMENT OF ANHYDROUS AMMONIA, hereinafter referred to as the “Agreement”, by means of which the Seller binds it self to provide the Buyer Anhydrous Ammonia, and this last binds itself to buy it and receive it.

PROVISIONS

The Seller declares:

SOLE.- That the legal capacity of its special legal representative to sign this Agreement is proved according to the Notarial Power number 8,746 dated as of May 26th, 2003, granted before Notary Public No. 14 of the City of Coatzacoalcos, Ver., Attorney Enrique de Jesús Aguilar Urcelay, same that has not been modified or revoked.

The Buyer declares:

FIRST.- That the legal capacity of its general legal representative to sign this Agreement is proved according to the Notarial Power number 70,939 dated as of January 30th, 2002, granted before Notary Public No. 137 of the Mexico City, Attorney Carlos de Pablo Sena, registered at the Public Registry of Commerce under mercantile folio number 103384 in Mexico, D.F., on February 14th, 2002 and ratified through public deed number 15232 described in the following provision, same that has not been modified or revoked.

SECOND. - That they changed its corporate name and adopted other kind of legal corporation by virtue that the company was incorporated as an Anonymous Corporation of Variable Capital and by agreement among the shareholders they adopted the kind of Limited Liability Company of Variable Capital, reason why it is named actually INNOPHOS FOSFATADOS DE MÉXICO, S. DE R.L. DE C.V., the aforementioned was done through Public Deed number 15,232 dated as of August 17th, 2004, granted before Notary Public No. 122 of the Mexico City, Attorney Arturo Talavera Autrique, registered before the Public Registry of commerce under mercantile folio number 103384 in Mexico, D.F. on November 15th, 2004, by means of which it stated the change of the corporate name and the adoption of another kind or mercantile corporation.

Both parties agree that:

FIRST.- That on April 23rd they execute a Purchase and Sale Agreement of Anhydrous Ammonia, hereinafter referred to as the Agreement, by which the Seller binds itself to sell the Buyer Anhydrous Ammonia, hereinafter referred to as the Product, and this last binds itself to buy it and receive it.

SECOND.- That on June 1st, 2002, October 31st, 2002 and August 1st, 2004 they subscribe the First, Second and Third Modifying Agreement, respectively.

THIRD.- That according to Clause 23 “Modifications and Resignations” of the “Agreement”, they are willing to do the following modifications, under the terms and conditions of this Modifying Agreement herein according to the following:

CLAUSES

FIRST.- The Annex 3 referenced is modified in **Clause 8. PRICE**, of the Agreement to be as stated in Annex 3 of this Modifying Agreement.

SECOND.- 9.1 “Currency, Time and Payment Place ” to be as follows:

9.1 Currency, Time and Payment Place: The Buyer shall perform all the payments agreed herein in this Agreement in Mexican Currency, without any discount or deduction, through an electronic transference of a deposit of a referenced check or in cash in the account and bank appointed opportunely by the Seller. Every payment in regards to the Product sales, delivered and invoiced shall be done no more than 45 (forty five) days later after the date of issuance of the correspondent invoice, without the need to submit a written payment requirement by the Seller in which it is specified the subject of the debt, the amount and/or the nature of such obligation. All the other payments shall be done within the 7 (seven) days following to the submission of the written payment requirement by the Seller in which it is specified the subject of the debt, the amount and/or the nature of such obligation. Any payment in regards to this Agreement that shall be paid on a day in which the banks are not open, then it shall be performed as follows: If the payment date is a Saturday or a Holiday different from Monday, it will be valid the prior day. If the payment date is that correspondent to those of the Holly week Thursday or Friday, the payment day will be the prior Wednesday, if it is Saturday or Sunday of said Holly Week, the payment date will be on Monday.

THIRD.- Clause 9.1.1. “Modality of Payment with Credit” is modified to be as follows:

Clause 9.1.1. Modality of Payment with Credit.- All the payments regarding the provided and invoiced Product shall be performed within the next 45 (Forty five) days to the invoice issuance date, without the need to deliver any kind of document or of collation, payment reminder or account statement. Notwithstanding the Buyer pays habitually his debts to the Seller through the modality of Payment with Credit, the Seller reserves its right to supply the Product to the Buyer through the modality of payment in advance.

FOURTH.- Clause 9.3, “Delay in Payment” is modified to be as follows:

9.3 Delay in the Payment.- Supposing that the Buyer incurs delay with anyone of its obligations of payment, these will daily produce interests as of the date in which this payment had to be performed until the date of its total liquidation, applying an equivalent rate T.I.I.E. of 2.5%, same which will be indispensable and payable immediately, in the understanding of which the previous mentioned will be without damage of the application of any other provision or any other legal resource that has the Seller, or derived from the present Contract or any other source, giving up specifically the Buyer to the established within the article 380 of the Code of Commerce, in the referring part to the payment of yields to the legal currency over the owed amount. The Seller will have the right to substitute, according to the institutional regulations, the mechanism of any of the indicatives or the financial instruments mentioned herein in Clause 9.3, in such case the calculation of the delay interests will be applied, from the moment of the substitution, with the new mechanism or indicative or financial instrument. The base of the calculation of the delay interests, will be the commercial one, this is, that the annual rate is divided into 360 days, considering months of thirty days, and it's multiplied by the number of days gone by.

The Buyer accepts that its payments are applied in first term to the delay interests and then to the capital.

When the checks submitted in time by the Buyer are returned and not paid for any cause imputable to the Buyer, will pay the Seller twenty per cent (20%) of the total amount, by means of indemnification, according to Article 193 of the General Law of Titles and Credit Operations, in

addition to the connected expenses according to Article 195 of the mentioned Law, as well as the delay interests and taxes caused according to this Clause 9.3.

FIFTH.- This Modifying Agreement will be in force on August 1st, 2004 and except for the expressly agreed herein, all the terms and conditions of the Agreement and Exhibits will continue in force without any change in full effect, ratifying the parties through this act the content of the same.

AS WITNESS WHEREOF, the parties subscribe this Modifying Agreement through their Legal Representatives in the City of Coatzacoalcos, Ver., dated as of August 1st, 2004.

SELLER
PETROQUIMICA COSOLEACAQUE, S.A. DE C.V.

Mr. Ricardo Hernández Albin
Special Legal Representative

BUYER
RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.

Mr. José Roberto Flores Athié
Legal Representative

JUDICIAL REVISION

Mr. José Alejandro García Hernández
Attorney of the Coordination for the Southern Zone
Office of the General Attorney

EXHIBIT 3

PRICE OF THE PRODUCT

From July 1st, 2004, the Price of the Product in Mexican Pesos, same that will be supplied to the Buyer meanwhile this Agreement is in force, will be determined according the following formula:

Price of Ammonia = (****)

Where:

R= The arithmetic average of the ammonia prices of the publications (****), registered in the last publication prior to the date of the Price issuance, that applies to every center according to the Model of Logistics (ML). (****)

L= Charge for logistics in force in every Producer Center and Distribution Center that will be periodically reviewed in accordance to the Model of Logistics (ML).

K= It is an authorized factor by the Ministry of Treasury and Public Credit, in the (****), which its value will be determined by the commercial circumstances of the ammonia market (****)

(****)= It is a factor of the (****) list that currently is (****), authorized by Ministry of Treasury and Public Credit, in the (****).

DV= It is a discount per volume reviewed periodically and authorized by Ministry of Treasury and Public Credit, in the (****), defined in Table A.

Note: ML.- It is the Model of Logistics of ammonia designed by the Management Office of Prices of the Corporate Direction of Finances from Petróleos Mexicanos, and authorized by Ministry of Treasury and Public Credit, in the (****), that determines the points of reference of price and calculates the logistics costs in each center.

The discounts per volume applicable to the price of Ammonia of formula (1) will apply according to the volume of annual consume described in table A:

Table A

CLASSIFICATION	VOLUME OF RETIREMENT (TONS/YEAR)		DV
	FROM	TO	
List		(****)	(****)
Retailer	(****)	(****)	(****)
Wholesaler	(****)		(****)

1.1. Alternate Price of Reference

If during the force of this agreement, any of the prices of reference used to determine the price of ammonia is suspended or interrupted by any cause, the respective price will be determined

applying only the price of reference that has not been interrupted or suspended. In the event that both prices of reference are suspended or interrupted by any cause, it will be used the price of ammonia of (****).

1.2 Currency Trade

The currency trade used, will be the average of the equivalents published in the (****), correspondent to the (****) prior to the date of price issuance.

The mechanism of prices described herein will be in force until the Ministry of Treasury and Public Credit does not authorize any modification to the national policy of prices of ammonia.

SECOND MODIFYING AGREEMENT TO THE PURCHASE AND SALE AGREEMENT OF ANHYDOROUS AMMONIA, executed on April 23rd, 2001 between PETROQUIMICA COSOLEACAQUE, S.A. DE C.V., hereinafter referred as to the “Seller”, represented by its commercial sub director, Mr. Jose Guillermo Chapa Rivera and RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V, hereinafter referred as the “Buyer”, represented by its legal representative, Mr. Silvio Fagundes Lucinda, according to the following Provisions and Clauses.

BACKGROUNDS

On April 23rd, 2001, the parties executed a PURCHASE AND SALE AGREEMENT OF ANHYDOROUS AMMONIA, hereinafter referred to as the “Agreement”, by means of which the Seller binds it self to provide the Buyer Anhydorous Ammonia, and this last binds itself to buy it and receive it.

PROVISIONS

FIRST.- Both parties declare through their legal representatives that recognize each other its legal capacity, same that has not been revoked in any way.

SECOND.- That according to Clause 23 of the “Agreement” they are willing to perform the following modifications, under the terms and conditions of this Modifying Agreement.

CLAUSES

FIRST.- The Annex 3 referred in Clause 8 of the Agreement, subjected “Price of Product”, will be substituted by Annex 3 “Price of Product” included in this Second Modifying Agreement.

SECOND.- This Modifying Agreement will be in force on August 1st, 2004 and except for the expressly agreed herein, all the terms and conditions of the Agreement and Exhibits will continue in force without any change in full effect, ratifying the parties through this act the content of the same.

AS WITNESS WHEREOF, the parties subscribe this Modifying Agreement through their Legal Representatives in the City of Coatzacoalcos, Ver., dated as of August 1st, 2004.

SELLER
PETROQUIMICA COSOLEACAQUE, S.A. DE C.V.

Mr. J. Guillermo Chapa Rivera
Commercial Subdirector

BUYER
RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.

Mr. Silvio Fagundes Lucinda
Legal Representative

JUDICIAL REVISION

Mrs. Silvia Yazmina Valencia Mendoza
Attorney of the Judicial Services Unit

EXHIBIT 3

PRICE OF THE PRODUCT

From November 1st, 2002, the Price of the Product that will be supplied to the Buyer during the term of this contract, shall be determined according the following formula:

Price of Ammonia = (****)

Where:

- R= The arithmetic average of the ammonia prices in Dollars per metric tone lade of the publications (****), registered in the last publication of the price issue date, that applies to every center according to the Logistics Model. (****)
- L= It is the logistics cost in Dollars per tone lade that is in force in every Producer Center and Distribution Center that will be reviewed periodically in accordance to the Logistics Model, and authorized by the Ministry of Treasury and Public Credit, within the (****).
- K= It is an authorized factor determined by the commercial circumstances that will be reviewed periodically and authorized by the Ministry of Treasury and Public Credit, within the (****)
- (****)= It is an (****) list factor that will be reviewed periodically and authorized by the Ministry of Treasury and Public Credit, within the (****).
- DV= It is a volume discount in Dollars per tone lade defined in Table A, which will be reviewed periodically and authorized by the Ministry of Treasury and Public Credit, within the (****).
- Note: It is the Logistics Model that determines the price of ammonia authorized by the Ministry of Treasury and Public Credit, within the (****).

Table A

(****)

1.1 Alternate of Reference Price

If during the term of this Contract, any of the reference prices used to determine the price of ammonia are suspended or interrupted by any motive, the product price will be set applying only the reference price that was not interrupted nor suspended. In the event that both reference prices are suspended or interrupted by any motive, the product price will be of the (****)

1.2 Currency Rate

The currency rate used to convert US Dollars into Mexican Pesos of the Formula (1) will be the average of the parity published in the (****), corresponding to the (****) prior to the price issue date.

The mechanism of prices described herein will be in force until the Ministry of Treasury and Public Credit does not authorize any modification to the national policy of prices of ammonia.

FIRST AMENDMENT AGREEMENT TO THE PURCHASE AND SALE CONTRACT OF ANHYDROUS AMMONIA, dated as of April 23rd, 2001 entered into by and between PETROQUIMICA COSOLEACAQUE, S.A. DE C.V. hereinafter referred as the “Seller”, represented by its Commercial Sub-Director, Ing. José Guillermo Chapa Rivera and RHODIA FOSTATADOS DE MEXICO, S.A. DE C.V. hereinafter referred as the “Buyer”, represented by its legal representative Mr. Silvio Fagundes Lucinda, according to the following Statements and Clauses:

BACKGROUND

On April 23rd, 2001 they entered into a PURCHASE CONTRACT OF ANHYDROUS AMMONIA, hereinafter referred as the “Contract”, by which the Seller binds itself to sell the Buyer Anhydrous Ammonia, hereinafter referred to as the Product, and this last binds itself to buy it and receive it.

STATEMENTS

FIRST: Parties state through their legal representatives that they recognize each other the personality they hold, and that such has not been revoked in any way.

SECOND: That according to Clause 23 of the “Contract” they are willing to formulate the following amendments under the terms and provisions of this Amendment Contract.

CLAUSES

FIRST.- Clause 8 “Price” is amended regarding point 8.2, to read as follows:

8.2 Reference Prices Suspension. If during the term of this Contract, any of the reference prices used in Exhibit 3 is suspended or interrupted by any motive, the Product price will be set applying only the reference price that was not interrupted or suspended. In the event that both reference prices used in Exhibit 3 are suspended or interrupted by any motive, the “Green markets” ammonia price shall be used as a temporary reference publication.

SECOND. Clause 9 “Payment Terms” is amended regarding point 9.1.2, to read as follows:

9.1.2 Advance Payment Method. In the event that the Buyer does not meet the requirements to obtain credit from the Seller, all payments of the product shall be made before such is delivered, carrying out such payments according to the provisions of the first paragraph of Clause 9.1, in the understanding that the applied price for Product invoicing, shall be the one that corresponds to the Product delivery date.

THIRD.- Exhibit 3 referred in Clause 8 of the Contract, named “ **Product Price**” , will be replaced with Exhibit 3 “**Price**” attached hereto.

FOURTH.- This Amendment Agreement will be in force as of June 1st, 2002 and with the exception of what is expressly agreed, all other terms and provisions of the Contract and its Exhibits will not change and will still be in force and effect and the parties hereby ratify the content of the same.

IN WITNESS WHEREOF, the parties subscribe this Amendment Agreement through their Legal Representatives in the City of Coatzacoalcos, Ver, with effects as of the aforementioned date.

SELLER
PETROQUIMICA COSOLEACAQUE, S.A. DE C.V.

Ing. J. Guillermo Chapa Rivera
Commercial Sub-Director

BUYER
RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V.

Mr. Silvio Fagundos Lucinda
Legal Representative

JUDICIAL REVISION

Lic. Luis Samuel Morales Hernández
Consultant Matter Coordinator

EXHIBIT 3

PRICE OF THE PRODUCT

As of June 1st, 2002, the Price of the Product that will be supplied to the Buyer during the term of this contract, shall be determined according to the following formula:

$$\text{Price of Ammonia} = (****)$$

Where:

R= The arithmetic average of ammonia prices in publications (****) registered in the last publication of the immediate later month, that applies to every center according to the Logistics Model (ML). (****)

L= It is the logistics charge that is in force in every Producer Center and Distribution Center that will be periodically be reviewed in accordance to the Logistics Model (ML).

K= It is an authorized factor by the Ministry of Treasury and Public Credit, within the (****)

(****)= It is an (****) list factor that today is of (****), authorized by the Ministry of Treasury and Public Credit, within the (****)

DV= It is a volume discount reviewed periodically and authorized by the Ministry of Treasury and Public Credit, within the (****) defined in Table A.

Note: ML.- It is the Logistics Model of ammonia designed by the Prices Management Office of the Corporate Finance Department of Petróleos Mexicanos, and authorized by the Ministry of Treasury and Public Credit, within the (****) that determines reference points of the price and calculates logistics costs in each center.

Discounts per volume applicable to the Ammonia price of formula (1) will apply according to the annual consumption volumes described in table A:

Table A

(****)					
(****)	(****)	(****)	(****)	(****)	(****)
FROM	(****)	(****)	(****)	(****)	(****)
TO	(****)	(****)	(****)	(****)	(****)
Dollars/Ton	(****)	(****)	(****)	(****)	(****)

1.1 Alternate Reference Price

If during the term of this Contract, any of the reference prices used to determine the price of ammonia are suspended or interrupted by any motive, the Product price will be set applying only the reference price that was not interrupted or suspended. In the event that both reference prices are suspended or interrupted by any motive, the (****)

1.2 Currency Rate

The currency rate used, will be the average of the parity published in the (****) corresponding to the (****)

The pricing mechanism described herein shall remain in force until the Ministry of Treasury and Public Credit authorize modifications to the national ammonia price policy.

Table of Contents

PROVISIONS	1
CLAUSES	2
CLAUSE 1. DEFINITIONS, TITLES AND REFERENCES	2
1.1 Definitions	2
1.2 Titles and References	2
CLAUSE 2. PURCHASE AND SALE	2
CLAUSE 3. VOLUME AND OF DELIVERY SCHEDULES	3
3.1 Contractual Volume	3
3.2 Schedules proposed by the Buyer	3
3.3 Determination of the Contractual Volume	3
3.4 Weekly confirmation, definite Delivery Schedule	3
3.5 Reschedule of confirmed and not performed deliveries	3
3.6 Coordination of the schedules	4
CLAUSE 4. MEASURE OF VOLUME	4
4.1 Volume	4
4.2 Determination of the Measures	4
CLAUSE 5. QUALITY	4
5.1 Specifications	4
5.2 Not stipulation of guarantees	4
CLAUSE 6. DELIVERY	4
6.1 Forms of delivery	4
6.2 Deliveries by auto-tank; special procedures, property transmission	4
6.3 Statement of the Buyer that he knows the Center of the Shipper; general procedures	4
CLAUSE 7. NOTIFICATION OF CLAIMS	5
7.1 Volume or quality	5
7.2 Other claims	5
7.3 Free of responsibilities	5
CLAUSE 8. PRICE	5
8.1 Price Fix	5
8.2 Price suspension of Reference Prices	5
CLAUSE 9. TERMS OF PAYMENT	5
9.1 Currency, Time and Place of payment	5
9.1.1 Modality of Payment with Credit	5
9.1.2 Modality of Payment in advance	5
9.1.3 Other payments	6
9.2 Payment guarantees	6
9.3 Delay in the payment	6
9.4 Payment of expenses	6
9.5 Payment breach	6
CLAUSE 10. PROHIBITION TO COMPENSATE	6
CLAUSE 11. OTHER PROVISIONS AND GUARANTEES OF THE BUYER	7

CLAUSE 12. CAUSES AND EFFECTS OF TERMINATION	8
12.1 Causes of Termination	8
12.2 Effects of Termination	8
CLAUSE 13. NON DISCLOSURE	8
CLAUSE 14. NON STIPULATION FOR THIRD PARTIES: CESSION	8
14.1 Non-stipulation for third parties	8
14.2 Cessions by the Buyer	9
14.3 Cessions by the Seller	9
CLAUSE 15. FORTUITOUS CASE AND FORCE MAJURE	9
15.1 Free of liability	9
15.2 Notification	9
15.3 Payment of the sold and delivered Ammonia	9
15.4 Proportion reduction	9
15.5 Non-prorogation of the Agreement: Right of termination for Fortuitous Case and Force Majure	9
CLAUSE 16. SALE OR CLOSURE OF THE PLANTS	10
CLAUSE 17. APPLICABLE LEGISLATION AND JURISDICTION	10
CLAUSE 18. SATISFACTORY DOCUMENTATION	10
CLAUSE 19. LIMITED LIABILITY	10
CLAUSE 20. COMPILATION	10
CLAUSE 21. PROVISIONS AUTONOMY	10
CLAUSE 22. NOTICES	10
CLAUSE 23. MODIFICATIONS AND RESIGNATIONS	11
CLAUSE 24. IN FORCE	11

EXHIBITS

EXHIBIT 1	PRODUCT SPECIFICATIONS
EXHIBIT 2	PROCEDURES FOR DELIVERY OF THE PRODUCT
EXHIBIT 3	PRICE

PURCHASE AND SALE AGREEMENT OF ANHYDROUS AMMONIA, executed on April 23rd, 2001 between PETROQUIMICA COSOLEACAQUE, S.A. DE C.V., hereinafter referred as to the “Seller”, represented by its Commercial Sub director, Jose Guillermo Chapa Rivera and RHODIA FOSFATADOS DE MEXICO, S.A. DE C.V, hereinafter referred as the “Buyer”, represented by its legal representative, Mr. Silvio Fagundes Lucinda, according to the following Provisions and Clauses.

PROVISIONS

The Seller declares:

- I. That is a mercantile corporation, company of majority state participation, legally incorporated in accordance with the Incorporation Act number 36,611 dated as of January 30th, 1997, before Notary Public 111 of the Federal District, Attorney Francisco de Icaza Dufour.
- II. That among others, has as corporate object to promote, develop and perform the elaboration, production, storage, distribution, commercialization and other activities related to petrochemical non-basic products.
- III. That it is arranged to sell and deliver Anhydrous Ammonia to the Buyer in the terms and conditions set forth herein.
- IV. That has the organization, elements and technical, financial, commercial and legal abilities to accomplish the obligations referred in this Agreement.
- V. That the legal capacity of its Commercial Sub director to sign this Agreement is proved according to the Notarial Power number 6037 dated as of April 4th, 2001, granted before Notary Public No. 9 of the City of Minatitlán, Ver., Attorney Flavino Ríos Alvarado; same that has not been modified or revoked.

The Buyer declares:

- I. That is an Anonymous Company of Variable Capital, incorporated according to the laws of the United Mexican States, in accordance to the Incorporation Act No. 65,786 granted before the Notaries Publics No. 137 and 125, Carlos de Pablo Serna and Javier I. Pérez Almaraz, dated as of July 6th, 2000, registered before the Public Registry of Commerce under number 103,384 on July 26th, 2000, same that has not been revoked nor modified, and that has the legal capacity to execute this Agreement according its Incorporation Deed and Bylaws.
- II. That is willing to buy and receive from the Seller Anhydrous Ammonia, in the terms and conditions set forth herein.
- III. That has the organization, elements and technical, financial, commercial and legal abilities to accomplish the obligations referred in this Agreement, including the experience and ability to handle, transport and storage Anhydrous Ammonia, and that is conscious of the risks resulting from the handle, transport and storage Anhydrous Ammonia and that has the capacity to accomplish all the obligations derived from accidents in such handling, transportation and storage.
- IV. That the legal capacity of its Legal Representative to sign this Agreement is proved according to the Notarial Power number 65,788 dated as of July 6th, 2000, granted before Associated Notaries Publics No. 137 and 125 of the Mexico City, D.F. and registered before the Public Registry of Commerce under mercantile folio number 103384 on July 28th, 2000, being its legal capacity not been revoked as of today, neither modified in any way.

According to the preceding provisions, both parties agree in the following:

CLAUSES

Clause 1. Definitions, Titles and References

1.1 Definitions. For effects to the present Agreement, the following terms will have the following meanings:

- a) “Affiliate”:** related to any of the parties; any other person or entity that controls it or that is under its control or that is under a common control with it.
- b) “Year”:** Calendar year.
- c) “Shipper Center”:** the Seller’s facilities of fulfillment of ammonia located in the Complejo Petroquímico Cosoleacaque, Veracruz, where the Seller will deliver the Anhydrous Ammonia into the tankers provided by the Buyer.
- d) “Producer Center”:** The Complejo Petroquímico Cosoleacaque, Veracruz, where the Seller will produce the Anhydrous Ammonia to be delivered into the tankers provided by the Buyer.
- e) “Agreement”:** this purchase and sale of Anhydrous Ammonia Agreement, including all the EXHIBITS herein, as well as all the modifications, amendments, supplements or exhibits agreed or added to the Agreement while it is in force.
- f) “Day”:** natural day.
- g) “Month”:** calendar month.
- h) “Plant”:** the Buyer’s plant located in the Complejo Industrial Pajaritos, Veracruz, where the Buyer uses the Anhydrous Ammonia received from the Seller under this Agreement.
- i) “Product”:** Anhydrous Ammonia with the specifications set forth in the Annex 1.
- j) “Definite Delivery Schedule”:** related to any Operative Week, it is the final delivery schedule of Ammonia determined according to Clause 3.3.
- k) “Operative Week”:** any period running between 1 to 7, 8 to 15, 16 to 23 or 24 to the final Day of each month.
- l) “T.I.I.E.”:** Average Rate of Inter-bank Interests.
- m) “Contractual Volume”:** the volume of Product that any Month the Seller is obliged to sell and the Buyer is obliged to buy under the terms of this Agreement in accordance with the established in Clause 3.
- n) “Minimum Contractual Volume”:** a volume equals or greater than (****), that the Buyer commits to obtain in a period of twelve (12) consecutive months to obtain a discount per volume defined in the Annex 3 of Price.

1.2 Titles and References. The titles mentioned in the Agreement herein will not affect its interpretation. Except for an opposite provision, all the references to clauses and exhibits will be regarding to the Clauses and Exhibits of this Agreement.

Clause 2. Purchase and Sale

Subject to the terms and conditions herein in this Agreement, the Buyer commits to buy the Product to the Seller and the Seller commits sell the Product to the Buyer.

Clause 3. Volume and Delivery Schedule

3.1 Contractual Volume . Subject to availability of Ammonia by the Seller and to the stipulations of this Clause 3, the volume of Ammonia to be sold by the Seller and bought by the Buyer under this Agreement in any month, will be the asked volume by the Buyer in the last month, in the understanding that the Buyer and the Seller have the obligation to buy and sell a (****) any period of twelve (12) consecutive months during the effect of this Agreement.

3.2 Schedules proposed by the Buyer . No later than the fifth day of each month, the Buyer will send the Seller:

- (i) a schedule of deliveries proposed related to the following Month in the terms set forth in the number 1 of the Annex 2, by means of which the Buyer will notify the Seller the volume of the Product that he desires to receive during such Month, as well as the approximate number of tankers to be provided by the Buyer, and;
- (ii) an estimation of the volume that anticipates to ask in regards to the two (2) subsequent months.

3.3 Determination of the Contractual Volume . The Seller will respond to the schedule proposed by the Buyer regarding to the following Month within the fifteen (15) days following to the reception of the same through the aforementioned document in the Num. II of the Annex 2, in the understanding that the Seller, due to the availability conditions, will have the right to provide an inferior volume of Ammonia to the asked volume, being mandatory the minimum value to provide by the Seller (****). The Ammonia volume determined by the Buyer, will constitute the Contractual Volume for such month. Besides to establish a Contractual Volume for the Month of the event, the document delivered to the Buyer by the Seller in accordance to this Clause 3.3, will constitute the delivery schedule, and such as, it will specify the volume of the Product to be delivered during each Operative Week of such Month (same which will be a different volume asked for each Operative Week in the Schedule proposed by the Buyer), in the understanding that, unless otherwise or due to reasons of routine maintenance or repair of the facilities, the deliveries will be performed in a relatively uniform way during the month in case.

3.4 Weekly confirmation; Definite Delivery Schedule . The Seller will send the asked confirmation by the Buyer no later that ten (10) days before the beginning of the first Operative Week in the terms established under number II of the Annex 2. In such confirmation the Seller will modify the proposed schedule by the Buyer regarding the volume of the Product to be delivered. The delivery schedule thus confirmed by the Seller regarding any Operative Week will constitute the “Definite Delivery Schedule”.

3.5 Reschedule of confirmed and not performed deliveries . In the event that the Buyer does not retire any delivery in any Operative week in accordance with the aforementioned established, the Seller could or could not reschedule such delivery at its own considerations and any reduction of the retired volume by the Buyer during any Month as a result of such reschedules (or absence of rescheduling) will be in prejudice of the Buyer under the terms of Clause 3.1. On the other hand, in the event that the Seller could not perform any delivery in any Operative Week, the Seller will reschedule such deliver for the next Operative Week.

In the event that the Buyer does not accomplish with the Minimum Contractual Volume in the period of twelve (12) consecutive months from, for the case of the first period, the beginning date of the life of this Agreement, the seller will make a debit note no longer that 30 days after terminated the period of twelve (12) consecutive Months to recover the difference on the price applied in this period and the price that corresponds to the retired volume in accordance to the table of discount per volume o the Annex 3 of Price and that shall be paid according to Clause 9.1.3

of this Agreement. Also, in the event that the Buyer exceeds the superior rank of the established volume in the table of discount per volume of the Annex 3 of Price in the period of twelve (12) consecutive Months, to obtain the price correspondent to that rank.

3.6 Coordination of the Schedules. With the purpose to coordinate the delivery schedules, each of the parties will assign a representative who will have as main liability the coordination of the details related to the deliver of the Product under this Agreement.

Clause 4. Measure of Volume

4.1 Volume. The volume of each deliver will be determined by the personnel of the Seller in the scales of the Shipper Center whichever weighing the tanker before and after the charge operation. The Buyer will have the right to assign a representative to verify the weigh of the charged Product as well as to verify the precision of the scales.

4.2 Determination of the Measures. The volume measure performed within the aforementioned procedure will be definite and mandatory for both parties, except in the event of a manifest mistake. In any way, without prejudice of the subsequent right of the parties to demonstrate manifest mistake in such measures, the determination of the volume already done will rule for the invoice purposes and in regards to the obligation of the Buyer to make the correspondent payment in accordance to the established in Clause 9.

Clause 5. Quality

5.1 Specifications. The Product to be sold under the terms of this Agreement shall have the specifications appointed in Annex 1.

5.2 Non-stipulations of guarantees. The Buyer by this means liberates the Seller of any kind of guarantee, including as a declarative but not limitative way, any implicit guarantee of commercialization or suitable for any particular purpose, in regards to the sale of the Product under this Agreement.

Clause 6. Delivery

6.1 Delivery Forms. All deliveries of the Product will be performed in the tankers provided by the Buyer in the Shipper Center as the case may be (in the understanding that the Buyer will be responsible of all the expenses of the transportation of the Product), in accordance to the following terms of this Clause 6.

6.2 Deliveries by auto-tank; special procedures, property transmission. In the event of deliveries through tankers, the transmission of property from the Seller to the Buyer will be considered as performed at the moment in which the Product passes the connection of the bridle between the supply hose and the bridle of charge of the tanker. The responsibility of the Seller regarding the Product will stop in that moment and the Buyer will assume all the risks for loss, prejudices, reduction or evaporation as well as all the risks inherent to the handling, transportation and storage of the Product. Any loss or damage caused to the Product o any property of the Seller o of any third party during the charge operation that may be attributable to the tanker or to its operators will be in account of the Buyer. Besides the aforementioned, the Buyer will accept the responsibility and will accomplish with the terms and conditions regarding the transportation and reception of the Product in the facilities of the Buyer set forth in number VI and VII of Annex 2.

6.3 Statement of the Buyer that he knows the Center of the Shipper; general procedures. The Buyer states that plentiful knows the facilities of the Shipper Center, including the conditions, procedure and facilities for the delivery of the Product. The conditions, procedures and facilities of the Shipper Center may be change at any moment, in such case the Seller will notify the Buyer

as soon as possible. The Buyer also recognize in this act that the general procedures in force in the Shipper Center related at any time, among other aspects, with the determination of the volume and security measures in the charge operations, will be complementary (without being opposite) to the specified procedures in the Agreement herein. Independently of the aforementioned, it is expressly agreed that all the deliveries to be performed by tanker will be done according to the established in number II and IV of the Annex 2.

Clause 7. Notifications of Claims

7.1 Volume or quality . Any claim that the Buyer could have in regards to this Agreement related to the volume or quality of the Product shall be notified to the Seller within the next ten (10) days following to the delivery date, but in such case prior to the discharge of the same by the Buyer in its Plant.

7.2 Other claims . Any other claim that the Buyer could have in regards of this Agreement shall be notified to the Seller within the next thirty (30) days following to date of the event of the facts that origin the claim.

7.3 Free of responsibilities . The Seller will not have any liability before the Buyer (and it will be considered that the Buyer has resign to the same) regarding any claim that is not notified by the buyer under the terms established in Clauses 7.1 and 7.2.

Clause 8. Price

8.1 Price Fixing . The price of the Product that is sold and bought under this Agreement will be fixed in accordance to the provisions established in Annex 3.

8.2 Price suspension of Reference Prices . If during the life of this Agreement, some of the reference prices used in the Annex 3 is suspended or interrupted by any reason, the price of the Product will be fixed applying only the reference price that has been not interrupted or suspended. In the event that both reference prices used in Annex 3, are suspended or interrupted by any reason, it will be used the (****).

Clause 9. Terms of Payment

9.1 Currency, Time and Place of payment . The Buyer shall do all the reviewed payments established in this Agreement in Pesos Mexican currency, without any discount or deduction, through an electronic transference of a deposit of a referenced check or in cash in the account and bank appointed opportunely by the Seller. Any payment in regards to this Agreement that shall be paid on a day in which the banks are not open, then it shall be done in the day before in which banks are opened.

9.1.1 Modality of Payment with Credit . All the payments regarding the provided and invoiced Product shall be performed on the expiration date indicated in the invoice, debit note or promissory note, without the need to deliver any kind of document or of collation, payment reminder or account statement. Notwithstanding the Buyer pays habitually his debts to the Seller through the modality of Payment with Credit, the Seller reserves its right to supply the Product to the Buyer through the modality of payment in advance.

9.1.2 Modality of Payment in advance . In the event that the Buyer does not gather the requirement to obtain credit from the Seller, he shall perform all the payments of the Product to be delivered before receive the Product, performing such payments according to the established in the first paragraph of Clause 9.1.

9.1.3 Other payments. Any other payment to the Seller, different from the supplied and invoiced Product, that as declarative way but not limitative may be assistance in transportation equipment, services, raking, adjustment for differences in the invoices, penalizations, etc., shall be performed within the seven (7) natural days following to the submission of a written payment requirement by the Seller in which it is stated the concept of the debt and the amount of the obligation.

9.2 Payment guarantees. In the event that the Seller grants Credit to the Buyer, he shall demand to the Buyer, before beginning the operations, to guarantee the payment of the Product at the supply moment through a bond or a promissory letter or any other kind of guarantee, in the form, amount and life that the Seller determines. The bond shall be issued by any institution that has executed any prior bond agreement with the Seller. If the guarantee is a promissory letter, it shall be issued under the terms fixed by the Seller and it could be obtained by the Buyer's bank of preference.

9.3 Delay in the payment. Supposing that the Buyer incurs delay with anyone of its obligations of payment, these will daily produce interests as of the date in which this payment had to be performed until the date of its total liquidation, applying an equivalent rate of 2.5 times the T.I.I.E., same which will be immediately indispensable and payable, in the understanding of which the aforementioned will be without damage of the application of any other provision or any other legal resource that has the Seller, or derived from the present Agreement or any other source, including, without any limitation, the Clause 9.4. To determine and pay the delay interests in account of the Buyer the following procedure will be applied: (a) the interest rate for delay applicable to the non paid and matured balance, will be that resulting of applying the monthly average of the T.I.I.E. determined by the Bank of Mexico and published on the Official Gazette of the Federation correspondent to twenty eight (28) days. For the effect of the calculation of the monthly average rate T.I.I.E., the arithmetic sum of the T.I.I.E. rates know and in force from the first natural Day, until the third labor Day prior to the termination of the previous Month to the application for the rate, divided between the number of natural Days considered in the arithmetic sum and the result will be also divided between twelve (12) and will be multiplied by factor 2.5, (b) the amount of the delay interests will be that resulting from multiply the non paid balance of the matured debt by the coefficient resulting from divide the monthly delay rate between thirty (30) and multiplied by the number of Days of delay in the Month, including the date of payment.

The Buyer accepts that its payments are applied in first term to the delay interests and the to the capital.

9.4 Payment of expenses. The Buyer shall pay all the bank charges and commissions related to the payment that shall do to the Seller according to this Agreement, including a list but not limiting, any expense related to the establishment of the promissory letter and guarantees referred in Clause 9.2.

9.5 Payment breach. In the event that the Buyer breaches any payment that shall be done according this Agreement, the Seller (without any prejudice of any other right or legal resource derived from this Agreement or any other source) will have the right at its sole discretion (i) to suspend any further delivery of the Product until the Buyer pays the matured amounts and the interests derived on those amounts and (ii) to terminate the present Agreement with immediate effects (without the need of any judicial declaration) through notice to the Buyer given in any moment prior to the complete payment of all the owed amounts and the correspondent interests by the Buyer.

Clause 10. Prohibition to Compensate

Without any prejudice of the Buyer's right to submit further claims that may have in regards to this Agreement in a judicial procedure filed according to the established in Clause 17, all the payments that the Buyer may perform in accordance to this agreement will be done punctually and without any compensation or deduction of any nature, this for any claim that the Buyer or any other persona may actually have or obtain in the future against the Seller o any other of its

Affiliates. The Buyer by this means liberates the Seller and quit every single right related to the claims originated against the Seller or any other of its Affiliates regarding the purchase and sale of the Product prior to the execution date of this Agreement that the Buyer had not notified by written to the Seller prior to the execution of this Agreement.

Clause 11. Other Provisions and Guarantees of the Buyer

The Buyer declares and guarantees that:

- (a) has the capacity to storage Anhydrous Ammonia in its own facilities equivalent at least the five per cent (5%) of its annual requirements of Ammonia;
- (b) has the capacity to transport Anhydrous Ammonia, or by means of carriers or its tankers of its own, during any Operative Week equivalent at least the five per cent (5%) of its annual requirements of Ammonia;
- (c) has the adequate equipment and personnel to handle, transport and storage Anhydrous Ammonia as well as to attend emergencies resulting of such handling, transportation or storage;
- (d) the present Agreement has been duly authorized and all the corporate acts and of any other nature needed have been carried out to this effect;
- (e) the present Agreement constitutes a valid obligation to the Buyer, that binds him legally and it is requirable to him under its terms;
- (f) has obtained all the required authorizations to handle, transport and storage Anhydrous Ammonia including those requirement from the Ministry of Environment and Natural Resources and such authorizations are in force (in the understanding that the Buyer will notify immediately the Seller if any of them are canceled, revoked, annulled or terminated);
- (g) the Product obtained according this Agreement is to be resold to its Clients;
- (h) as industrialist and employer of the personnel he employs by reason of this Agreement, he is the only responsible of the obligations derived of the legal provision and other regulations in the labor and social security subjects and therefore, he will respond to any claim that any of his employees file against him or against the Seller in relation to the reception of the Product and he will reimburse the seller any amount expended by this concepts;
- (i) will respond to all the tax obligations derived by the present Agreement, according to the correspondent laws;
- (j) any Buyer's functionary, director, counselor, employee or representative has give or will give any kind of commission, fee, gift or compensation of any nature whatsoever that has a cost or meaningful value in relation to the present Agreement;
- (k) the Buyer has not been in contact neither negotiated with any intermediary, commission agent or third party the acquisition of the Product and none of such persons have the right to receive any compensation regarding the present Agreement or the supply of the Product;
- (l) each one of the aforementioned provisions and guarantees is true and valid in the date that gets in force this Agreement and will continue being true and valid in the dates of each delivery of Ammonia under the same, as if such provisions and guarantees had been done in each of such dates.

Clause 12. Cause and Termination Effect

12.1 Causes of Termination . Notwithstanding any stipulation against in the present Agreement, the Seller (without prejudice of any other right or legal resource derived from this Agreement or any other source) will terminate this Agreement with immediate effects (without the need of any judicial declaration), through written notice given to the Buyer, in the event that;

- (a) the financial situation of the Buyer is affected or reduced in such way that under the reasonable judgment of the Seller, that can seriously affect the capacity of the Buyer to accomplish the obligations contracted under this Agreement, or that any arrangement to guarantee the payment of the sold Product also could be affected or reduced.
- (b) the Buyer initiates procedures to be declared broke or under insolvency state, promote or be subject of any reorganization mandated under judicial order, procures the benefit of any law to liberate debtors, perform any cession on behalf of creditors, admit by written his impossibility to pay in general, debts at its maturity or perform any other act generally recognized as insolvency or broke, or that the Buyer declares a payment suspension;
- (c) an issuance of any resolution or judicial order that declares that the Buyer is broke or under insolvency state, that approves an application asking its reorganization, that approves an application to be protected under any law to be liberated from its debtors, that designate any trustee or interviewer, or that it declares or orders the dissolution or liquidation of the Buyer;
- (d) any of the Buyer's authorizations to handle, transport or storage Anhydrous Ammonia including those requirements from the Ministry of Environment and Natural Resources and such authorizations to be canceled, revoked, annulled or terminated;
- (e) any provision done by the Buyer under this Agreement found to be false or incorrect in any substantial matter or on the date of any Ammonia delivery under the same, and;
- (f) the buyer does not accomplish any substantial obligation under this Agreement.

12.2 Termination Effects . The rescission or termination of this Agreement, according to the established in Clause 12.1, Clause 24 or any other motive, does not liberate the Buyer to perform any payment that he is bound in accordance to this Agreement.

Clause 13. Non-Disclosure

The parties agree that in all the information in regards obtained from the other party through any of its functionaries, including directors, employees or other representatives (the Agreement and such information referred to as "Information" for the effect of this Clause 13), shall be treated as confidential property and can not be disclosed, without the written consent of the other party. Notwithstanding the aforementioned, any of the parties may reveal the information in accordance to governmental, administrative or judicial requirements to which such party is subject, anytime the information disclosure is mandatory for such party and if it does not do it will incur in civil or penal liability, as well as in the event that such information is from the public dominion. In the event that any of the parties disclose any information in prejudice of this Clause 13, the other party will have the right, without prejudice of any other right or legal resource derived from this Agreement or any other source, to terminate this Agreement with immediate effects (without the need of judicial declaration) through written notice to the other party. This non-disclosure obligation will be permanent and will not cease with the expiration, suspension or termination of this Agreement.

Clause 14. Non-Stipulation for Third Parties: Cession

14.1 Non-stipulation for third parties . None provision of this Agreement is designed and can not be interpreted in such way that concedes on behalf of any person or entity a right under this Agreement as a stipulation on behalf of third parties.

14.2 Cessions by the Buyer. The Buyer can not cede to any third party any right or interest in this Agreement nor delegate any obligation without the written consent by the Seller, except that such cession or delegation is performed to any company that belongs to the same corporate group of the Buyer. In the event that the Buyer does not accomplish with the established in this Clause, the Seller will have the right, without prejudice of any other right or legal resource derived from the present Agreement or any other source, to terminate this Agreement with immediate effects (without the need of any judicial declaration) through written notice to the Buyer.

14.3 Cessions by the Seller. The Seller may, with entire freedom, cede its rights and obligations derived from this Agreement to any of its Affiliates or any other buyer or any acquirer entity of all or a part of the Producer Center under the terms of Clause 16, in such event the Seller will be liberated from any responsibility under this Agreement, being the acquiring party of the cession, in its moment, engaged with the Buyer under the same terms and conditions established in the Agreement herein.

Clause 15. Fortuitous Case and Force Majure

15.1 Free of liability. None of the parties will be responsible for damages, prejudice, claims or demands or any nature coming from any delay or breach of the obligations in accordance to this Agreement attributable to fortuitous case and force majeure, including, as a list but not limitative: natural phenomenon or acts from public enemies, floods or fire, hostilities or war (declared or not declared), blocking, labor disturbs, strikes, tumults, insurrections or civil seditions, restrictions for quarantine, storms or meteorological inclemencies in the Shipper Center, or in any of the plants used by the seller for the Production of the Anhydrous Ammonia, accidents, close, breakdown or damages to any Shipper Center, or the Exchange Ways, or any plant used by the Seller for the Production of the Anhydrous Ammonia, interruption or reduction in the production of the Product by the Seller, or shortage of the same for its sale, by any reason, or laws, decrees, regulations, orders or other directives or acts of general or particular appliance from the Government of the Mexican United States or any other of its dependent offices, or requirements of any of such authorities.

15.2 Notification. Any party of this Agreement that claims fortuitous case or force majeure will notify as soon as possible to the other party the fortuitous case or force majeure in question, the effects on the accomplishment of its obligations described in the Agreement herein, the estimated duration and the moment of termination of this fortuitous case or force majeure.

15.3 Payment of the sold and delivered Ammonia. No provision described in this Clause 15 herein will liberate the Buyer of its obligation to fully pay the price of the sold and delivered Product and to pay any other amount owed to the Seller in accordance to this Agreement.

15.4 Proportional reduction. In the event of a reduction in the production of the Product as consequence of fortuitous case or force majeure, the Seller will only reduce the volume of the supplied Product to the Buyer proportionally in relation to the volume corresponding to each one of the clients. If there is a fortuitous case or force majeure, the Seller will no have the obligation, under any concept, to buy the Product of any third party to can sell the Buyer. This Clause does not apply for exports that the Seller may do, it only will apply to clients that maintain a long time contractual relationship with the Seller.

15.5 Non-prorogation of the Agreement: Right of termination due to a Fortuitous Case and Force Majure. The event of any fact that constitute a fortuitous case or force majeure will not have as effect the prorogation of the life of this Agreement. In the event that this fact interrupts or suspends the accomplishment of the obligations of any of the parties according this Agreement for a longer period of thirty (30) Days, the other party will have the right to terminate this

Agreement (without the need of any judicial declaration) through the given notice to the party that claims such fortuitous case or force majeure.

Clause 16. Sale or Closure of the Plants.

If during the life of this Agreement any of the used plants by the Seller to produce Ammonia is sold or in any other form transferred, as whole or in part, or closed by any reason, the Seller may, to its own choice: (i) terminate this Agreement in the date of the sale, transfer or closure of the plant in question or in a further date (same which will be within the next ninety (90) Days to the date of sale, transfer or closure) through given notice to the Buyer within no more than the next fifteen (15) prior to the termination date; or (ii) cede all the rights and delegate all the obligations derived from this Agreement to the Buyer or any other acquiring entity, in the event of sale or any other transfer in whole or in part of any of the plants used by the Seller to produce the Ammonia from the Producer Center in question.

Clause 17. Applicable Jurisdiction and Legislation.

This Agreement will be ruled and interpreted according the federal laws of the Mexican United States. The parties expressly submit themselves to the exclusive jurisdiction of the Federal Court of the City of Coatzacoalcos, Veracruz, and expressly resign to any other law that may correspond in regards to any conflict that may arise or is related to this Agreement, and that is strictly related to the operations derived from this Agreement.

Clause 18. Satisfactory documentation.

The Buyer will opportunely provide the Seller a list of the authorized persons to represent the Buyer in his deals with the Seller, which will have the power and authorization that the Buyer appoints under his responsibility, as well as the proxy or power that proves it. The Buyer will provide the Seller any other information or documentation that the Seller may reasonable asks in regards to the financial or corporate condition of the Buyer during the life of this Agreement.

Clause 19. Limited Liability.

None of the parties will be responsible for secondary, indirect or special losses, damages or prejudices, of any nature derived or in any way related to the accomplishment or breach of this Agreement, including as a list but not limiting, losses or damages or prejudices resulting from the closure of Plants or impossibility to comply purchase and sale agreements or other agreement whatsoever its nature that may happen or be related to the accomplish or breach under the terms of this Agreement.

Clause 20. Compilation.

This Agreement includes all the provisions that will rule the purchase and sale of Ammonia and substitutes all other prior contracts and agreements, written or by word, between the Buyer and the Seller, or any of its Affiliates, in regards to such purchase and sale. Any executed agreement before nor any negotiation between the parties in the course of its transactions, as well as any other prior declaration of any Seller's functionary, employee or legal representative to this Agreement, will be admitted under the interpretation of its terms and conditions. The Buyer confirms that there are no implicit declarations done by the seller that have been motivated or induced the execution of this Agreement.

Clause 21. Provisions Autonomy.

The invalidity, illegality or lack of credibility of any of the provisions of this Agreement will not affect the validity and coercibility of its other provisions.

Clause 22. Notices.

All notices and communications between the parties shall be done by written and will have effects when received by the addressee indistinctly in the addresses or faxes written below:

To the Seller:	PETROQUIMICA COSOLEACAQUE, S.A. DE C.V. Jacarandas 100 Lefel A2 Col. Rancho Alegre 1 Coatzacoalcos, Veracruz C.P. 96558
Fax:	01 921 112-44
Attention:	Mr. José Gerardo Pérez Contreras

To the Buyer: **RHOFIA FOSFATADOS DE MÉXICO, S.A. DE C.V.**
Complejo Industrial Pajaritos
Postal Number No. 2481
Coatzacoalcos, Veracruz
Fax: (019) 218-00-84 218-01-38
Attention: Mr. Argeo Vázquez Velázquez (operation)
Mr. Gerardo Molina Carmona (commercial)
Phone: (019) 211-55-50

It is responsibility of each of the parties to notify by written any change of functionary, domicile, fax or phone number. In the contrary, it will be enough that the receiver retransmits the communication with receipt requested to perfect the notice and spurt legal effects.

Clause 23. Modifications and Resignations .

Any modification to the Agreement shall be through written agreement between the parties. The resignation by any party to any provision of this Agreement shall be in written.

Clause 24. In Force .

This Agreement will be in force on Day 23 of April, 2001 and, subject to the terminations provisions established in other Clauses of this Agreement, will continue in force for and indefinite term until it is terminated by any of the parties at the end of any Month through given notice to the other party at least three (3) Months in advance, in the understanding that the obligations of the parties under this Agreement will continue in force during the period comprised between the termination date notice and the Day in which such termination takes effects.

IN WITNESS WHEREOF, the parties herein subscribe this Agreement through its legal representative in the City of Coatzacoalcos, Veracruz, with effects on the date aforementioned.

SELLER
PETROQUIMICA COSOLEACAQUE, S.A. DE C.V.

Mr. Guillermo Chapa Rivera
Commercial Sub-director

BUYER
RHODIA FOSFATADOS DE MÉXICO, S.A. DE C.V.

Mr. Silvio Fagundes Lucinda
Legal Representative

JUDICIAL REVISION

Mr. Rogelio Martínez Hernández
Judicial Counselor

EXHIBIT 1

**PRODUCT SPECIFICATIONS
(ANHYDOROUS AMMONIA)**

PROVES	METHOD	UNITS	SPECIFICATIONS
Purity	Difference	% Weigh	99.5 Minimum
Water	Lummus 1452	% Weigh	0.50 Maximum
Greases and Oils	Fluor Method 5-2	PPM Weigh	10 Maximum

EXHIBIT 2

PROCEDURE FOR THE PRODUCT DELIVERIES

Directions for the Buyer

I. DELIVERY OF ORDERS

No longer than the fifth Day of each Month, the Buyer will send the Seller a delivery schedule proposed in regards to the following Month through the document named "Request Form" attached to this Exhibit 2. The Buyer shall send such delivery schedule proposed through the Fax Number (91-921) 1-12-44 or by ordinary mail to the Commercialization Coordination, located in Jacarandas 100 Level A2, Col. Rancho Alegre 1, Coatzacoalcas, Veracruz.

II. CONFIRMATION OF THE PRODUCT RETIREMENT

The Seller will confirm by written its monthly schedule to the Buyer in the document named "Monthly Confirmation Form" attached to this Exhibit 2, such schedule will be named for the effects of this Agreement the "Definite Delivery Schedule", in the understanding that, the Seller will reserves the right of freely modify the Delivery Schedule Proposed, in relation to the amounts of the Product to be delivered of each Operative Week of the Month in question by reasons of availability of the Product in the Shipper Center, and will give it to the Buyer with ten (10) Days in advance to the beginning of the 1st Operative Week.

In the event that the Buyer does not agree with the Definite Delivery Schedule, including any adjustment done by the Seller, the Buyer shall notify by written, asking the changes considered to be necessary and its reasons, to the Commercialization Coordination; this Commercialization Coordination will analyze the factors that allow or reject the requested and will proceed in consequence, sending, in case, the reschedule application to the Logistic of Supply Coordination.

III. PRESENTATION OF THE TANKERS AND DOCUMENT AT THE ASSIGNED SHIPPER CENTER

To may give the scheduled Product to the tankers provide by the Buyer, this will formally assign to the Seller the name of each transportation company authorized to retire the Product of our Shipper Centers. This letter shall be signed by the company's legal representative and with a certified copy of its Notarial power enclosed and by a letter, also granted before Notary Public, expressing that those faculties are still in force.

The Buyer shall notify the Seller if there is a change in the transportation company.

The Buyer accepts that is his responsibility to prove that the transportation company accomplishes all the laws and regulations applicable for the transportation of the Product. The Seller may verify the state of the transportation unit as well as any document derived from the requirements of such regulations, if considered convenient, but in any moment will be responsible for the damage that eventually may produce to the unit or the Product contained in it.

The Buyer will formally notify the Seller the name and charge of each of the authorized functionaries to issue the "Retirement Applications". Also it shall be signed by the legal representative and shall have the signature of the assigned persons.

DOCUMENTS

Retirement Application

Each time the Buyer retires Product, shall submit to the correspondent Shipper Center a "Retirement Application", that shall accomplish the following requirements:

- To be issued in letter-head paper, with folio number, and always signed in original by one of the authorized persons in the letter mentioned in point 2.

- To specify that a specific transportation company is “Authorized” to pick up the material.
- To provide the following information: transportation line, the units’ numbers, number of the SECOFI verifying certification, operator’s name, signature and copy of an identification (voter’s credential, driver’s license), the transported Product in the prior trip, the Product to be transported and the estimated amount of the shipment and lifetime of the Application, which is determined by the Client.
- To express that the driver of the unit is authorized to sign the promissory note registered in the body of the invoice, in name of the company that subscribes it.
- The “Retirement Application” may be a form, but all the information mentioned before shall be written in original.

Letter of Portage

Each time the Buyer retires Product, shall submit to the correspondent Shipper Center a “Letter of Portage”, that shall accomplish the following requirements:

- To be issued in letter-head paper, including the name or corporate name of the transportation company, fiscal domicile, Federal Tax Payment Registration, fiscal certificate and folio number.
- Driver’s full name and signature. This information shall agree with the driver’s name and signature specified in the “Retirement Application”.
- Seller’s name and address.
- Name, last name and address of the person to whom the transportation company shall deliver the Product.
- Specification of the Product and estimated volume the driver’s will charge.
- Place and date of issuance of the “Letter of Portage”.
- Identification number and plate’s numbers of the truck and tanker(s).

It shall be observed that the tankers that go to charge have only one tank with a capacity at least the more possibly closer to the scheduled modules to each product (+/-15%).

TANKERS

Before being charged, the tanker may be visually inspected, with the purpose of detecting mechanic and maintenance problems in the valves, and that may not allow its fulfillment, or that may cause any problem during the transportation. It is a Buyer’s liability the cleaning of the tanker showed to pick up the Product.

Before allow the entrance of the truck to the fulfillment facilities, it shall comply the security regulations of the Seller in the related to the transportation (for example, extinguisher, land connection, etc.).

IV. DELIVERY OF THE PRODUCT

Once the aforementioned documents have been satisfactory reviewed, the tanker will be authorized to enter the facilities of the Seller to charge the scheduled Product following the steps described below:

- The tanker will be inspected for Seller’s personnel, to verify that it accomplish all the security and cleaning requirements needed to transport the Product. If this inspection is satisfactory, it can enter the facilities.
- In the door the pass will be reviewed.
- Then the empty tanker will be weighed and the weigh will be registered.
- Then it will go to the fulfillment area to charge the Product, taking care of respecting all the internal regulations of the assigned Shipper Center related to the transit and security within the facilities.
- When the tanker arrives to the fulfillment area, the Seller’s personnel will supervise the fulfillment operation.

- The charge of the tanker will be invariably at the 85% of the tanker's capacity to guarantee the security during the transportation of the Product.
- Once the tanker is full, will be sealed exclusively by the Seller's personnel, writing down the number of seals, which need to be included in the invoice and the Product exit documents.
- Once the tanker is sealed, will be weighed again to determine the amount of Product by difference.
- With the tare, gross and net weigh, the invoice will be issued for the delivery of the Product, obtaining the received signature of the operator and giving him the copy of the invoice, with which the Seller's liability will end in regards to the given amount.
- With the exit authorization the trio to the Buyer's plant will be allowed.

V. FAILURES IN THE RECEPTION OR DELIVERY OF THE PRODUCT IN THE SHIPPER CENTER

- When the Buyer does not ask for the confirmation regarding the date or the assigned Shipper Center (s), and nevertheless, send his tankers to the Shipper Center or to the Exchange Ways, the Seller is not engaged to do the delivery of the Product.
- When the Buyer sends his tanker in a different week to that confirmed in the Definite Delivery Schedule, the Seller is not engaged to deliver the Product, resulting then that the Buyer will absorb the delays and other expenses originated to the transportation for untimely presentation.
- The Seller will not be responsible for the delays and false freight that may origin the fires, earthquakes, hailstorms or natural disasters as well as any delay that does not allow the normal supply to the Buyer.

VI. TRANSPORTATION OF THE PRODUCT

The Seller will not be responsible of any problem that may arise during the transportation of the Product.

Due to the dangerousness in the handling of the Product sold by the Seller, the Buyer shall have all the respective insurances during its transportation.

It will be a Buyer's liability to check and control the tankers in transit, to take care they arrive on time to its destination. Nevertheless and with the purpose to avoid that the tankers go to different Buyer's clients, the deviations found shall be reported to the Seller with the objective to correct them when it is possible, or to apply the correspondent sanctions to the involved parties.

In the event that the tanker has an accident in its way, independently of the assistance supplied by the Product responsible company, in that moment, and independently of the assistance that may receive from other aid entities, the Buyer will ask the Seller the corresponding assistance.

VII. RECEPTION OF THE PRODUCT IN THE BUYER'S PLANT: INTERVENTION OF THE COMMERCIALIZATION COORDINATION

When the tankers arrive to the Buyer's plant, he shall verify:

- That the Product is destined to him.
- That the documents are complete.
- That it is the required Product.
- That the tanker is duly sealed and that the number of seals correspond to the mentioned in the documents.
- That the amount of the received Product is the same written in the document. This verification shall be performed without breaking the seals.
- That the quality of the Product accomplishes all the specifications agreed with the Seller.

-
- Any anomaly related to the aforementioned, will be report immediately to the corresponding department of the Commercialization Coordination (the “Coordination”).
 - When the Buyer receives a Product not assigned to him, the Seller reserves the right to apply the correspondent commercial sanctions, since the actions of this nature seriously affect the performance of the schedules, the adequate recovery of the product’s value and the operation of the Buyer’s plant originally scheduled.
 - When the Buyer reports to the Coordination that has received a tanker destined to other Client, the Coordination shall agree with the original client the recovery of the shipment, since for any reason the product assigned to other client will be accepted by other, and by any reason it shall be discharged.
 - When the documentation is not complete and the Buyer has a doubt, will call the Coordination, which shall provide him the information required.
 - When the product that the Buyer receives is not the requested, the Coordination will technically assist to identify it and to define the destination of such product.
 - As a service to the Buyer, the Coordination may intervene when the seals are broken or are not the same as the written numbers, with the purpose of verifying any missing amount and to contribute to define responsibilities.
 - As a service to the Buyer, when a missing amount is found, without breaking the seals, the Coordination will, at a Buyer’s request, verify it and will help to define responsibilities.
 - When the Product does not accomplish the agreed quality, the Coordination will intervene in the verification and determination of the possible cause of the problem.
 - The buyer shall submit to the Coordination, during the first week of each Month, a receipt requested-relation of the received shipments in the last Month, that shall include the following information:
 - a) Destination in which it was received.
 - b) Product.
 - c) Number of the tanker.
 - d) Received amount.
 - e) Reception date.
 - f) Reception number.
 - g) Comments.

REQUEST FORM

Date of the request location _____

Exclusive use for Petroquímica Cosoleacaque

Request for the Month	_____
Client	_____
Telephone number	_____
Destination	_____
Product	_____
Total amount required	_____
Payment form	_____

<u>Periods</u>	<u>Amount</u>	<u>Shipper Center</u>
First Operative Week (From day 1 to 7)	_____	_____
Second Operative Week (From day 8 to 15)	_____	_____
Third Operative Week (From day 16 to 23)	_____	_____
Fourth Operative Week (From day 24 to the last day)	_____	_____
Transportation to be used	_____	
Name of the person who made the request	_____	

Comments:

MONTHLY CONFIRMATION FORM

Department of: _____

RECEPTION OF THE REQUESTS

Place: _____ Consecutive Number _____

Date: _____

Required Product: _____

Monthly scheduled amount: _____

Definite Schedule:

<u>Periods</u>	<u>Amount</u>	<u>Shipper Center</u>
First Operative Week (From day 1 to 7)	_____	_____
Second Operative Week (From day 8 to 15)	_____	_____
Third Operative Week (From day 16 to 23)	_____	_____
Fourth Operative Week (From day 24 to the last day)	_____	_____

Employee who received

Name

Signature

EXHIBIT 3

PRICE OF THE PRODUCT

From April 23rd 2001, the Price of the Product in Mexican Pesos, same that will be supplied to the Buyer meanwhile this Agreement is in force, will be determined according the following formula:

Price of Ammonia = (****)

Where:

R= The arithmetic average of the (****).

L= The algebraic sum of a factor of the list (****), the actual charge for logistics (CL) in each distribution center, and a commercial discount (DC), (****) that will be periodically reviewed and authorized by the Ministry of Treasury and Public Credit (****).

DV= It is a discount per volume reviewed periodically and authorized by Ministry of Treasury and Public Credit (****)

The applicable discounts per volume for the Ammonia price from the formula (1) will apply in each distribution center and will be determined according to the annual consume volumes described in Table A:

Table A

(****)

1.1 Alternate Price of Reference

If during the force of this agreement, any of the prices of reference used to determine the price of ammonia is suspended or interrupted by any cause, the respective price will be determined applying only the price of reference that has not been interrupted or suspended. In the event that both prices of reference are suspended or interrupted by any cause, it will be used the price of ammonia (****).

1.2 Currency Trade

The currency trade used, will be the average of the equivalents published in the (****).

The mechanism of prices described herein will be in force until the Ministry of Treasury and Public Credit does not authorize any modification to the national policy of prices of ammonia.

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R SECTIONS 200.80(b)(4), 200.83 AND 230.406.

**** INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT, dated as of June 18, 1998, by and between **COLGATE PALMOLIVE COMPANY**, a Delaware, U.S. corporation (“Colgate”) and **Inmobiliaria Hills, S.A. de C.V.**, a Mexican corporation (“IH”), and **RHONE-POULENC de Mexico, S.A. de C.V.**, a Mexican corporation (“RP”).

WHEREAS, RP has agreed to invest the capital to construct a manufacturing plant (the “Plant”) located at KM 47, Carretera Federal 57 Queretaro-San Luis Potosi, Carretera Entroncal a San Jose Iturbide, KM 0.8, San Jose Iturbide, Guanajuato, within Mission Hills, Mexico (the “Colgate Facility”), as more fully set forth in that certain letter of intent, dated July 18, 1997 between Colgate and RP (the “Letter of Intent”);

WHEREAS, RP shall lease the real property upon which the Plant is located from a Colgate affiliate pursuant to a lease (the “Lease”).

WHEREAS, pursuant to an “Operations Agreement” (as defined herein) RP shall manufacture and produce, dicalcium phosphate (the “Product”) at the Plant, meeting the specifications set forth herein and bearing RP’s trademark, and RP is willing to supply the Product to Colgate and IH pursuant to this Agreement and the Operations Agreement;

WHEREAS, Colgate and IH desire to purchase the Product from RP pursuant to the terms and conditions as are set forth therein; and

WHEREAS, Colgate desires to allocate purchases of Product to its related entities and affiliates around the world and to cause the same to purchase Product under this Agreement

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1. Defined Terms: As used in this Agreement, the following terms shall have the meanings set forth below:

“Commencement Date” shall mean the date on which all design objectives for the Plant have been met and commercial production of the Product commences.

“Contract Year” shall mean a twelve (12) month period during the Term (as defined in Section 3.1); the first “Contract Year” shall begin at the end of the month in which the Commencement Date falls.

“Global Agreement” shall mean the Global Supply Agreement, dated January 1, 1996, between RP and Colgate, as amended or extended by the parties to that Global Agreement from time to time.

“Operations Agreement” shall mean that certain Operations Agreement, dated as of June 18, 1998, between a Colgate affiliate and RP relating to the Plant.

“Order” shall mean orders by Colgate for the Product in accordance with Article 4

“Output” shall mean the quantity of Product to be manufactured by RP at the Plant, as determined in accordance with annual, quarterly and monthly forecasts provided to RP by Colgate, a Colgate affiliate or entity and IH.

“PPI Index” shall mean the Producer Price Index, less food component, published by the United States Bureau of Labor from time to time.

“Specifications” shall mean the specifications for the Product set forth on Exhibit A hereto.

“Start-up Phase” shall mean the period beginning on the Commencement Date and ending after the thirty (30) day period during which the Plant is able to produce Product at a rate of at least 54.7 (fifty four and seven tenths) metric tons per day meeting the Specifications.

Other terms not defined in this Article I but otherwise defined herein shall have the meanings so otherwise defined.

ARTICLE 2

SUPPLY OF PRODUCT, QUANTITY AND PRICE

Section 2.1. Supply of Product

(a) Effective upon the Commencement Date, RP shall (****) Output of the Plant and, as an inducement for RP to consider and authorize the construction of the Plant using capital provided by RP, Colgate, Colgate affiliates or entities and IH shall purchase (****) Output of the Plant as follows:

(i) IH shall purchase (****) Product, currently estimated to be (****) per year, from the Plant. Such requirement will be expressly excluded from Colgate’s

Mexican requirements under the Global Agreement, and Colgate's obligations under the Global Agreement shall be reduced accordingly;

(ii) Colgate shall cause affiliates, entities or operating divisions to purchase (****), after giving effect to purchases of IH under Section 2.1(a)(i) above, in partial satisfaction of its other requirements for the Product outside of Mexico, which amounts shall not reduce or otherwise affect Colgate's obligations under the Global Agreement. Such purchases may be allocated by Colgate in its sole discretion, and may be made pursuant to individual supply agreements in the form set forth in Exhibit C, or in a form substantially similar thereto. Such agreements may include other terms and conditions, which shall be binding, except to the extent that they conflict with this Agreement, in which case, the latter shall control.

(b) Notwithstanding anything to the contrary herein, Colgate, IH or other Colgate affiliates, entities or operating divisions shall pay (****) of Product contracted as set forth in Exhibit B, (****) per ton (collectively the "(****)") for all Product actually forecasted (****) and meeting the Specifications, whether or not Colgate, IH, or any Colgate affiliate or entity actually accepts delivery of such Product, in accordance with Exhibit B. The parties acknowledge that the volumes and pricing set forth herein are designed to enable RP to recover its capital investment for the Plant (****).

Section 2.2. Price.

(a) The price to be paid to RP for each metric ton of Product (the "Price") forecasted by Colgate or IH and produced at the Plant shall be determined as set forth on Exhibit B.

(b) If at any time during the term of this Agreement RP sells (****) Product (****), IH or any Colgate affiliate pursuant to this Agreement, at prices lower than the Price then in effect, RP shall give Colgate and IH prompt written notice of any such sale and its price and shall reduce the Price for the Product to prices equivalent to the lower prices so disclosed (****) of Product purchased by Colgate, IH or any Colgate affiliate.

(c) For the purposes of determining the Price, the parties acknowledge and agree that (****) Plant relating to the manufacture of Product shall be supplied in accordance with the terms of the Operations Agreement (****) under the terms of that agreement.

(d) Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that:

(i) (****) during each Contract Year following the Start-Up Phase, and that the cost structure set forth on Exhibit B is based upon (****); (ii) in the event that (****) forecasted and/or purchased under this Agreement is (****) per each such Contract Year, Colgate, IH or a Colgate affiliate or entity agrees to pay to RP the (****) (it being expressly understood and acknowledged that the (****) Product actually produced at the Plant; such costs shall be calculated each month and shall be included in the invoices issued pursuant to Sections 5.1); and (iii) if Colgate, IH or any Colgate affiliate or entity (****) during any Contract Year the Price applicable to each metric ton of Product (****) shall be adjusted in accordance with Exhibit B.

ARTICLE 3

TERM AND TERMINATION

Section 3.1. Term. The term of this Agreement shall commence on the first day of the month following the month in which the Commencement Date falls and continue for an initial period of five (5) Contract Years from such date, which period shall be automatically renewed for an additional period of five (5) Contract Years, unless sooner terminated in accordance with the terms hereof (collectively the "Term"). Colgate may terminate this Agreement at any time 3.25 years after commencement of the Term, upon one year's prior written notice to RP, which may not be given prior to such , solely in the event that Colgate has reformulated its downstream process to exclude or substantially reduce its use of the Product as a raw material in Colgate's products; provided , however , that Colgate's obligations under the Global Agreement shall survive termination of this Agreement.

Section 3.2. Termination by Either Party . Any party hereto may terminate this Agreement upon written notice of termination given to the others if any party (a) shall have committed a material breach or default under this Agreement, which breach or default shall not be remedied within sixty (60) days after the receipt of written notice thereof by the party in breach or default; (b) shall fail to make any material payment when due hereunder; or (c) under any applicable law (i) makes an assignment for the benefit of creditors, (ii) permits the appointment of a trustee or receiver of all or a substantial part of its assets, (iii) admits in writing its inability to own its assets, (iii) admits in writing its inability to meet its obligations when due or commit any other act of bankruptcy or (iv) institutes voluntary proceedings in bankruptcy or insolvency, or permits voluntary institution of such proceedings against it.

Section 3.3. Decommissioning. Upon termination of the Lease, RP shall be both obligated and entitled to decommission the Plant. Colgate or its Mexican affiliates shall pay for the cost and expense of such decommissioning; provided, however, that (i) such cost shall not exceed the (****) (subject to escalation according to the applicable PPI Index, retroactive to the beginning of any applicable year, over the 1997 base therefor for all contract years after 1997), and (ii) such decommissioning commences prior to the fifth anniversary of the Commencement Date. For the purposes of this Agreement, “decommissioning” shall mean the restoration of the real estate upon which the Plant is located to its original condition, including remediation of any subsurface contamination caused by the construction or operations of the Plant and excluding any remediation unrelated to the construction or operation of the Plant, with all equipment and structures to be removed and retained by RP.

Section 3.4. Removal and Compensation Upon Termination. Upon the termination of this Agreement for any reason whatsoever, Colgate or IH or affiliates or entities designated by any of them shall no later than thirty (30) days from the date of such termination, purchase from RP all finished Products which meet the Specifications and all raw materials, work in progress and intermediate chemicals and packaging then in possession of RP, which were purchased or processed specifically for production of the Products pursuant to this Agreement (the “Other Products”); provided, however, that the Other Products, to the extent practicable, shall be converted by RP into and/or used to manufacture additional finished Products which shall also be purchased by Colgate or IH or affiliates or entities designated by any of them. The purchase price for such finished Products and the Other Products shall be at a cost consistent with RP’s method of determining the Price pursuant to Exhibit B and in accordance with Section 2.2 hereof. Upon such purchase, Colgate or IH or affiliates or entities designated by any of them shall promptly remove such purchased Product and Other Products from the Plant, at its own cost and expense.

Section 3.5. Continuing Obligations. The expiration or termination of this Agreement shall not (i) prejudice any remedy either party may have against the other for breach or nonperformance of this Agreement, (ii) relieve either party of any liability or obligation which has accrued or arisen prior to the effective date of such expiration or termination or (iii) affect the continued operation or enforcement of any provision of this Agreement which by its express terms is to survive any such expiration or termination.

ARTICLE 4

ORDERING PROCESS

Section 4.1. For the volumes allocated to (****) as per Section 2.1, IH shall order Product based on actual production (****). Inventory for IH’s Mexican (****) will be managed by RP. Procedures to communicate (****) and manage inventory will be agreed by the two parties. IH agrees to supply RP with a three-month rolling

forecast of Product (unless otherwise specified), which will be updated within the first ten days of every month.

Section 4.2. Regarding the (****) as per Section 2.1 actual (****) will be communicated to RP by Colgate or any Colgate affiliate or entities through a local supply agreement including a written purchase or release order, or electronically or by any means mutually agreed by the two parties. Colgate or its affiliates or entities purchasing under this Agreement agree to supply RP with forecasts of Product (unless otherwise specified by the purchaser under this Agreement), as appropriate, which may be updated within the first ten days of every month. The amount of Product actually purchased by Colgate or its entities or affiliates under this Agreement shall vary based upon its or their actual production (****). The aforesaid forecasts shall be neither a minimum nor maximum purchase guarantee but rather shall serve as an estimate of Colgate volume (****); provided, however, that notwithstanding the foregoing, the provisions of Section 2.2(d) and Exhibit B relating to the payments owed by Colgate affiliates or entities irrespective of its or their actual purchases of Product under this Agreement shall nevertheless apply.

ARTICLE 5

TERMS OF PAYMENT

Section 5.1. RP shall invoice IH at the end of each month for each shipment of Product ordered pursuant to Section 4.1; such invoices shall also include the Fixed Amounts Per Metric Ton whether or not Product is ordered by IH. Terms of payment for each invoice shall be net fifteen (15) days (Payment in US dollars or local equivalent).

Section 5.2. RP shall invoice other Colgate affiliates or entities for each shipment of Product pursuant to Section 4.2. Terms of payment for each invoice shall be net ninety (90) days.

Section 5.3 RP reserves the right to charge interest at the rate of 1.5% per month for any invoices outstanding more than ninety (90) days.

ARTICLE 6

DELIVERY, SHIPMENT AND STORAGE OF FINISHED PRODUCT

Section 6.1. Packing and Shipping. RP shall pack the Product in standard packages of 25 kg and 27.5 kg bags, jumbo bags (1 to 2 MTS) and bulk. [As a reference, a 20 ft FCL based on 25 kg or 27.5 kg bag can be filled with 16.5 MTS of Product.] RP shall deliver Product to IH or Colgate affiliates or entities ex works the Plant in accordance with instructions received pursuant to Article 4. RP shall arrange for shipping, at the sole cost and expense of IH or Colgate affiliates or entities, of all Product in accordance with the instructions received from any of them. Title to

in process and finished Product shall transfer to Colgate upon departure of such Product from the Plant.

Section 6.2. Losses in Connection with Shipping . Although RP shall in good faith use its best efforts to package and load the Product for shipment in accordance with instructions received from IH or any Colgate affiliate or entity. The parties agree that RP shall not be liable to Colgate for any losses or damages suffered due to a delay in or damage from shipment.

Section 6.3. Product Information . RP shall furnish with each shipment hereunder Material Safety Data Sheets (“MSDS”), which include the appropriate chemical abstract service number and confirmation that the product is also listed on the Toxic Substances Control Act (“TSCA”) chemical substances inventory maintained by the U.S. Environmental Protection Agency. MSDS shall also contain health, safety, and other hazard communication information consistent with the Occupational Safety and Health Administration’s communication standard. Colgate shall disseminate appropriate health and safety information to Colgate’s employees, contractors, and customers who handle, use, buy or may be exposed to the Product.

ARTICLE 7

PRODUCT SPECIFICATIONS

Section 7.1. Product Specifications . The Product Specifications listed on Exhibit A hereto may be changed from time to time by mutual agreement of the parties to meet the demands of the market or as a result of process changes the parties may agree to make. If the changes to the Product Specifications result in a cost change to RP, then RP shall only be required to proceed with such changes if the parties agree to an adjustment in the Price for the Product to the extent affected.

ARTICLE 8

CLAIMS AND WARRANTIES; INDEMNITY

Section 8.1. RP’s Warranty . RP warrants exclusively to Colgate and IH that Product sold and delivered hereunder shall at the time of delivery conform to the applicable Product Specifications.

Section 8.2. Exclusive Warranty . THE WARRANTY PROVIDED FOR IN SECTION 8.1 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER PERTAINING TO THE PRODUCT AND WHETHER ARISING BY LAW, CUSTOM, CONDUCT, OR USAGE OR TRADE, AND THE RIGHTS AND REMEDIES OF COLGATE PROVIDED IN ARTICLE 8 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES.

Section 8.3. RP's Covenants. RP covenants to comply with all federal or national, state or regional, local or municipal laws, regulations, ordinances, permits and orders, including, without limitation, all environmental, health, safety, child welfare, wage and hour, labor and other workplace laws regulations, and RP shall obtain all necessary permits and approvals, in each case as is necessary in connection with RP's performance of this Agreement.

Section 8.4. Colgate's Remedies. If any Product is shown to be in breach of RP's warranty contained in Section 8.1 ("Non-Conforming Product"), Colgate's and IH's exclusive remedy shall be to return to RP the Non-Conforming Product and to receive a credit in the amount paid to RP hereunder for such Non-Conforming Product and related transportation costs (including costs of returning such Non-Conforming Product) or to have RP replace such Non-Conforming Product.

Section 8.5. Consequential or Incidental Damages. EXCEPT FOR RP'S OBLIGATION TO REFUND OR REPLACE NON-CONFORMING PRODUCT AS SET FORTH IN SECTION 8.4 ABOVE AND EXCEPT AS SET FORTH IN SECTION 8.7 BELOW. RP SHALL NOT BE LIABLE FOR, AND COLGATE AND IH WAIVE ANY AND ALL CLAIMS AGAINST RP FOR, ANY AND ALL DAMAGES, INCLUDING SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHICH MAY BE CAUSED BY, OR IN ANY WAY RESULT FROM, THE PRODUCT OR ITS DELIVERY UNDER THIS AGREEMENT, OR ANY BREACH OF RP'S COVENANTS HEREUNDER, INCLUDING DAMAGES RESULTING FROM DELAYS IN DELIVERY, OR FAILURE TO DELIVER, ANY PRODUCT, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, VIOLATION OF LAW OR ANY OTHER CAUSE OF ACTION.

Section 8.6. Notification. Any potential claim by Colgate or IH that any Product failed to meet its applicable Product Specifications or is otherwise not in compliance with the applicable Purchase Order shall be waived unless made within six (6) months after receipt and acceptance of the applicable shipment of Product.

Section 8.7. Gross Negligence and Willful Misconduct. It is understood and agreed that the limitations on RP's liability as set forth in Sections 8.2, 8.4 and 8.5 shall not apply in respect to any personal injuries or property damages, to the extent that such injuries or damages have been caused by RP's gross negligence or willful misconduct.

Section 8.8. Suitability of Product. Determination of the suitability of any of the Product for the uses and applications contemplated by Colgate or IH shall be the sole responsibility of Colgate and IH. RP makes no warranty or guaranty with respect to the use of any of the Product, whether used singly or in combination with any other material.

Section 8.9. Indemnity.

(a) RP agrees to indemnify, defend and hold harmless Colgate and IH and each of its officers, director, stockholders, agents and employees from and against and in respect of

any and all demands, claims, actions or causes of action, assessment and losses, damages, liabilities, interest and penalties, costs and expenses (including, without limitation, legal fees and disbursements incurred in connection therewith and in seeking indemnification therefor, and any expenses required to be paid or incurred in connection with any action, suit, proceeding, claim appeal, demand, assessment or judgment) (collectively, "Losses"), resulting from, arising out of, or imposed upon or incurred by any person to be indemnified hereunder by reason of RP's performance of this Agreement; provided, however, that it is expressly understood and agreed that (i) RP's indemnity obligation under Section 8.9(a) is absolutely subject to the provisions Section 8.1 through 8.8, inclusive; and (ii) accordingly, any Losses which are covered by such provisions are not indemnifiable by RP under this Section 8.9(a) (except as otherwise provided in Section 8.7). RP's indemnification obligations under this Section 8.9 shall survive the expiration or earlier termination of this Agreement for any reason whatsoever.

(b) Except as set forth in Section 8.9(a), Colgate agrees to indemnify, defend and hold harmless RP and each of its officers, directors, stockholders, agents and employees from and against and in respect of any and all Losses resulting from, arising out of, or imposed upon or incurred by any person to be indemnified hereunder by reason of the sale, marketing, possession, handling, processing or use of any of the Product following delivery to and acceptance by Colgate or IH or any Colgate affiliate or entity, regardless of the cause or origin of the Losses. Colgate's indemnification obligations under this Section 8.9 shall survive the expiration or earlier termination of this Agreement for any reason whatsoever.

ARTICLE 9

CONFIDENTIALITY

Section 9.1. Confidentiality by RP. Except as otherwise authorized herein, RP shall not, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters affecting or relating to the Product, including without limitation, the Price or any other information concerning the business of Colgate or IH, its manner of operation, its plans, processes, or other data without regard to whether all of the foregoing matters will be deemed confidential, material or important, the parties stipulating that as between them, the same are important and confidential and materially affect the successful conduct of the business of Colgate or IH and its or their good will; provided, however, that RP may make such disclosure of any of the above information (i) upon the prior written consent of Colgate and IH, (ii) if and only to the extent required to be made to RP's employees, representatives, contractors or others as necessary or appropriate in the performance of this Agreement or (iii) as may otherwise be required by law or regulation or by order of a court or other governmental agency. Notwithstanding anything contained herein in this Article 9 to the contrary, RP shall have the right to use, disclose or otherwise deal with any information which (i) at the time of disclosure from Colgate or IH to RP was generally available to the public (other than by breach of a contractual, legal or fiduciary obligation of which-RP had reason to be aware), as evidenced by generally available documents or

publications; (ii) after disclosure from Colgate or IH to RP becomes generally available to the public by publication or otherwise by reason other than a breach of any contractual, legal or fiduciary obligation of which RP had reason to be aware; or (iii) was received by RP from a third party, which third party was not prohibited from transmitting such information to the disclosing party by reason of a contractual, legal or fiduciary obligation of which RP had reason to be aware.

Section 9.2. Confidentiality by Colgate or IH. Except as otherwise authorized herein, Colgate and IH shall not, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters affecting or relating to the Product, including without limitation, the Price, the Intellectual Property or any other information concerning the business of RP, its manner of operation, its plans, processes, or other data without regard to whether all of the foregoing matters will be deemed confidential, material or important, the parties stipulating that as between them, the same are important and confidential and materially affect the successful conduct of the business of RP and its good will, provided, however, that Colgate or IH may make such disclosure of any of the above information (i) upon the prior written consent of RP, (ii) if and only to the extent required to be made to Colgate's or IH's employees, representatives, contractors or others as necessary or appropriate in the performance of this Agreement or (iii) as may otherwise be required by law or regulation or by order of a court or other governmental agency. Notwithstanding anything contained herein in this Article 9 to the contrary, Colgate and IH shall have the right to use, disclose or otherwise deal with any information which (i) at the time of disclosure from RP to Colgate or IH was generally available to the public (other than by breach of a contractual, legal or fiduciary obligation of which Colgate or IH had reason to be aware), as evidenced by generally available documents or publications; (ii) after disclosure from RP to Colgate or IH becomes generally available to the public by publication or otherwise by reason other than a breach of any contractual, legal or fiduciary obligation of which Colgate or IH had reason to be aware; or (iii) was received by Colgate or IH from a third party, which third party was not prohibited from transmitting such information to the disclosing party by reason of a contractual, legal or fiduciary obligation of which Colgate or IH had reason to be aware.

Section 9.3. Survival of Obligations. The obligations and covenants of the parties set forth in this Article 9 shall survive the expiration or termination of this Agreement for any reason whatsoever for a period of ten (10) years.

ARTICLE 10

FORCE MAJEURE

No liability shall result to Colgate, IH or RP from any delay in performance or from non-performance caused by circumstances beyond the reasonable control of the party affected, including but not limited to, acts of God, fire, flood, explosion, war, action or request of governmental authority, accident, labor trouble or shortage, inability to obtain material, power, equipment or transportation, or any other circumstances of a similar or different nature beyond

the reasonable control of the party so failing, in each case for reasons other than the adverse financial condition of the party so failing ("Force Majeure"). The party suffering the Force Majeure shall diligently attempt to remove such cause or causes and shall promptly notify the other party of the existence of such Force Majeure and its probable duration. If any event of Force Majeure occurs that will affect RP's ability to timely fill any Purchase Order, Colgate, IH or any Colgate affiliate or entities shall be entitled to cancel such Purchase Order and to suspend Colgate's, IH's or any Colgate affiliate or entity obligation to purchase product on a pro rata basis (based on the duration of the event of Force Majeure) solely during the period of the Force Majeure. In no event, however, shall an event of Force Majeure suspend or otherwise affect the obligation of Colgate, IH or any Colgate affiliate or entity to pay for Product which is or has been provided or to pay the Fixed Amounts Per Metric Ton.

ARTICLE 11

TAXES

RP may at its option elect to add to the purchase price invoiced hereunder any additional amounts required to be paid by RP pursuant to any new tax, or amendment to an existing tax, which amounts are payable by RP as a result of the sale or delivery of the Product to Colgate, IH or any Colgate affiliate or entity including but not limited to, sales tax, use tax, gross receipts tax, value added tax and transportation tax.

ARTICLE 12

DISPUTE RESOLUTION

Section 12.1. Except as otherwise provided in this Agreement, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by confidential negotiations between persons who have authority to settle the controversy. All such negotiations shall be treated as compromise and settlement negotiations for purposes of the relevant rules of evidence. Any party may give the other party written notice of any dispute. Within ten (10) business days after delivery of such notice, the receiving party shall submit to the other a written response. The initial notice and the response shall include a statement of each party's position and a summary of the arguments supporting that position. Within twenty (20) business days after the date of the initial notice, the duly authorized representatives of the parties (and/or their delegates) shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored promptly, and such exchange may, as the parties may agree, be governed by Article 9.

Section 12.2. If the parties do not meet or the dispute has not been resolved by the foregoing negotiation within thirty (30) business days of the disputing party's initial notice, the parties shall endeavor to settle the dispute by non binding mediation under the then current CPR

Model Mediation Procedure for Business Disputes. Unless otherwise agreed the parties shall select a mediator from the CPR Panels of Neutrals. The mediation shall take place in New York, New York and shall be concluded within seventy-five (75) days from the date of the disputing party's initial notice, unless the parties mutually agree to an extension.

Section 12.3. If the dispute is not settled through the foregoing mediation procedure, either party may refer the dispute to and the dispute will be settled by, arbitration, before three (3) arbitrators in accordance with the rules of the CPR Model Arbitration Rules then in effect. To initiate arbitration under this Section 12.3, the aggrieved party shall give the other party written notice, describing the claim and the amount as to which intends to initiate arbitration. Within fifteen (15) days after the receipt of such notice, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the CPR. At least one of the arbitrators so selected will be an attorney actively engaged in the practice of law for at least (10) years and familiar with procurement Agreements. Any such arbitration will be conducted in New York, NY. The arbitrators shall apply New York law, regardless of its choice of law principles. The reasonable expenses of the arbitration shall be borne equally by the parties. Each party shall bear the cost of its counsel and other experts. The parties shall agree on a schedule for conducting the arbitration, including the exchange of documents and the examination of witnesses. The award of the arbitrators shall be accompanied by a reasoned opinion. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction of the parties and the subject and matter of the dispute.

Section 12.4. The parties further agree that:

(a) The arbitrators will have no authority to make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

(b) Either party, before or during arbitration, may apply to an appropriate New York court having jurisdiction of the parties and the subject matter of the dispute for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings. Arbitration will not be required for actions for recovery of specific property.

(c) Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties.

(d) Each party will bear its own costs and expenses incurred in connection with any of the foregoing dispute resolution.

ARTICLE 13

INSURANCE

Section 13.1 By RP . RP shall provide and maintain at its expense during the term of this Agreement comprehensive general liability insurance, including product and contractual liability insurance covering bodily injury and property damage to third parties arising out of the use or handling of the Product, with a limit of \$5,000,000 for any one occurrence with respect to bodily injury and property damage.

Section 13.2 By Colgate . Colgate shall provide and maintain at its expense during the term of this Agreement comprehensive general liability insurance, including product and contractual liability insurance covering bodily injury and property damage to third parties arising out of the use or handling of the Product, with a limit of \$5,000,000 for any one occurrence with respect to bodily injury and property damage.

ARTICLE 14

NOTICES

All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or on the date of receipt or refusal indicated on the return if delivered or mailed (registered or certified mail postage prepaid, return receipt requested) as follows:

If to Colgate: Colgate-Palmolive Company
300 Park Avenue
New York, New York 10022
Fax (212) 310-2923
Attn: Global Materials & Sourcing

with copies to: General Counsel
Colgate-Palmolive Company
300 Park Avenue
New York, New York 10022
Fax (212) 310-3274
Attn: General Counsel

Inmobiliaria Hills, S.A. de C.V.
Presa la Angostura 225, Col. Irrigacion,
Mexico, D.F., C.P. 11500
Attn: Stuart Burkhead

If to RP: Rhodia Inc.
Prospect Plains Road
Cranbury, New Jersey 08512-7500
Attn: Richard Kennedy, Jr.

with a copy to: Rhodia Inc.
Prospect Plains Road
Cranbury, New Jersey 08512-7500
Attention: Senior Operations Counsel

Rhone-Poulenc de Mexico, S.A. de C.V.
Av. Vasco de Quiroga No. 3000 PISO 2
Col. Lomas de Santa Fe, 01210, Alvaro
Obregon, Mexico, D.F.
Attention: Daniel Vidalinc
General Manager

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

ARTICLE 15

MISCELLANEOUS

Section 15.1. Entire Agreement. The term and conditions hereof, together with the Operations Agreement and the Lease, shall constitute the entire agreement between the parties and shall supersede all previous communications, either oral or written, between the parties with respect to the subject matter hereof, and any agreement or understanding, varying or extending the same shall not be binding upon either party unless in writing.

Section 15.2. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to its provisions concerning conflicts or choice of law. English shall be the governing language of this Agreement.

Section 15.3. Assignment; Binding Nature. This Agreement shall not be assignable by either party hereto without the express prior written consent of the other party, except to the successor or assignee of all or substantially all of the assignor's business to which the Agreement relates. When duly assigned in accordance herewith, this Agreement shall be binding on and inure to the benefit of each party's successors and assignees.

Section 15.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, both of which together shall constitute one and the same agreement.

Section 15.5. Headings. Readings as to the contents of particular Articles or Sections are provided for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular Articles or Sections to which they refer.

Section 15.6. Non-Waiver. Failure of either party to exercise any of its rights under this Agreement upon one occasion shall not waive the party's right to exercise the same on another occasion.

Section 15.7. Independent Business. In the performance of this Agreement, the parties are engaged in independent business, and nothing in this Agreement shall be construed to.

(a) grant either party any right to control the other party with respect to the conduct of its business except as provided in the Operating Agreement;

(b) make either party a partner, joint venture, agent or other representative of the other party;

(c) grant either party any right of authority to assume or create any obligation on behalf of or in the name of the other party; or

(d) accept legal summons or legal process for the other party.

Section 15.8. Conflict. If the terms of this Agreement conflict with the terms of the Letter of Intent or Operations Agreement, the terms of this Agreement shall govern such conflicts expressly addressed in this Agreement. Except for such conflicts addressed in the preceding sentence, the terms of the Letter of Intent shall remain unchanged and continue in full force and effect.

Section 15.9. Compliance with Laws. In the performance of the Agreement, Colgate, IH and Colgate's affiliates or entities and RP shall comply with all applicable federal or national, state or regional and local or municipal laws, regulations, ordinances, permits and orders, including, without limitation, all environmental, health, safety, child welfare, wage & hour, label and other workplace laws and regulations, and Colgate, IH or its or their respective affiliates or entities, as appropriate, shall obtain all necessary permits and approvals and give all stipulations, certifications and representations, in each case as is necessary in connection with its or their performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

COLGATE-PALMOLIVE COMPANY

By: _____
Name:
Title:

INMOBILIARIA HILLS S. A. de C.V.

By: /s/ Salvador Martinez-Murillo
Name: Salvador Martinez-murillo
Title: Legal Representative.

RHONE-POULENC de MEXICO S.A. de C.V.

By: /s/ Daniel Vidalinc
Name: Daniel Vidalinc
Title: General Manager

EXHIBIT A

Specifications

(See Attachment)

Agreement upon the above-listed specifications has been reached by the authorized individuals in each company whose signatures appear below.

COLGATE-PALMOLIVE COMPANY

By: _____
Name:
Title:
Date:

INMOBILIARIA HILLS, S.A. de C.V.

By: /s/ Salvador Martinez-Murillo
Name: Salvador Martinez-murillo.
Title: Legal Representative
Date: JUNE 18, 1998.

RHONE-POULENC de MEXICO S.A. de C.V.

By: /s/ Daniel Vidalinc
Name: Daniel Vidalinc
Title: General Manager
Date:

NOTE 1: DIRECT LABOR AND UTILITIES PAID BY IH

NOTE 2: MATERIALS WILL ONLY BE PAID FOR BASED ON THE METRIC TONS OF PRODUCT PURCHASED (maybe less than the contracted (****) metric tons)

NOTE 3: DURING THE START-UP PHASE, ALL IN-SPECIFICATION PRODUCT PRODUCED WILL BE PURCHASED BY IH AND COLGATE AND OR ANY AFFILIATE AT THE PRICE OF (****) PER METRIC TON (ONLY (****) PER METRIC TON IS PAID TO RP BY IH, AND COLGATE AND / OR ANY AFFILIATE). THE COST MODEL WILL BECOME OPERATIONAL ONLY AFTER THE START-UP PHASE IS COMPLETE.

- (A) Maximum amount of raw materials per metric ton of Product to be paid by IH, Colgate and / or any affiliate; should the amount of raw materials be above these amounts RP incurs the expense. Purchase price is to be reduced if the amount of raw materials required for one metric ton of Product is below the maximum amounts stated.
- (B) Fixed amount per metric ton of Product purchased (maybe less than (****) metric tons purchased).
- (C) Fixed amount per metric ton of product contracted (****) metric tons (the "Fixed Amounts Per Metric Ton"). It is understood and agreed that during the Term, irrespective of the Volume of Product forecasted by IH, and or Colgate, and / or any Affiliate or produced at the Plant, the Fixed Amounts Per Metric Ton shall be payable to RP by Colgate and / or any Affiliate.
- (D) 100% Food Grade Phosphoric and Stabilizers to be Supplied by RP 100% Food Grade Phosphoric Price to be Fixed at (****) per metric ton in Base Year (calendar year 1997) and Stabilizers Cost to be fixed at (****) per metric ton of Product (usage, (****) cost) in Base Year (calendar year 1997). Each year thereafter, it will be adjusted upward or downward equal to the ratio of the applicable PPI Index, retroactive to the beginning of such year, for the year in question vs. the preceding year. In no case will the adjustment be more or less than a 2.0% change of the preceding year.
- (E) (****) Price based on actual cost paid by RP; price must be competitive. If IH, and or Colgate and or any Affiliate identifies the same material specification at a lower price than RP's purchase price. RP must purchase at the price IH, and or Colgate and/or any Affiliate has identified.
- (F) Maintenance Expense IH shall pay all fees incurred by RP for maintenance and repairs at the Plant upon receipt by IH of actual invoices for same: provided, however, that IH shall not be responsible for direct maintenance expenses in excess of (****) per year.
- (G) Depreciation Expense IH shall be responsible for depreciation expense relating to the Plant. The depreciation expense shall be fixed at (****) per year, which is based on RP's investment cost of (****) depreciated over (****) years at a volume forecast of (****) metric tons of Product per year. During the term of this Agreement, RP must supply to Colgate invoices representing RP's aggregate investment cost of (****) relating to the Plant. If at the end of the term of this Agreement, RP's actual investment cost is less than (****), the depreciation expense charged to IH shall be adjusted accordingly
- (H) Cost Savings If during any Contract Year, IH and / or Colgate and or any affiliate purchases more than (****) metric tons of Product under this Agreement, and if as a result of RP's production of more than (****) tons during such Contract Year RP enjoys any actual out-of-pocket cash savings with respect to its purchase and/or use of (i) 100% food grade phosphoric acid, (ii) (****) or (iii) stabilizer, then one-half of any such savings shall be reflected in the Price for each metric ton of Product purchased by IH and / or Colgate and / or any affiliate in excess of (****) metric tons. The foregoing shall not apply if RP has invested any fixed capital (in excess of (****)) to increase the capacity of the Plant so that it can produce more than (****) metric tons of Product.

EXHIBIT B

Price

SUMMARY OF ANNUAL EXPENSES COLGATE/IH PAY TO RP

	(A) Usage Per mT	Rate Per Mt		Metric Tons Purchased	Metric Tons Contracted	Colgate Cost
100% Food Grade Phosphoric Cost	(****)	(****)	(D)	(****)		(****)
(****) Cost	(****)	(****)	(E)	(****)		(****)
Stabilizer Cost	(****)	(****)	(D)	(****)		(****)
Total Material Cost Colgate Pays Rhone Poulenc						(****)
Managerial Labor (Rhone Poulenc to provide support)						(****)
Yield Factor for Utilities and Labor		(****)	(B)	(****)		(****)
Taxes, Insurance and Selling, General and Administrative Costs		(****)	(B)	(****)		(****)
Maintenance (capped at (****))			(F)			(****)
Depreciation Expense		(****)	(C)(G)		(****)	(****)
Operating Profit		(****)	(C)		(****)	(****)
TOTAL COLGATE ANNUAL PAYMENTS TO RHONE POULENC						(****)
Metric Tons Purchased (not metric tons contracted)						(****)
Average Cost Per Metric Ton Purchased EXCLUDING UTILITIES AND DIRECT LABOR						(****)

EXHIBIT C

LOCAL SUPPLY AGREEMENT

_____ (“Colgate”) an affiliate of Colgate Palmolive Company and Rhone-Poulenc de Mexico, S.A. de C.V. (“Supplier”) agree as follows:

1. Colgate shall purchase from Supplier and Supplier shall sell and deliver to Colgate Product, as fully defined in the Supply Agreement by and among Colgate-Palmolive Company, Inmobiliara Hills, S.A. de C.V. and Supplier dated June __, 1998 (the “Supply Agreement”), for use in Colgate brands.
2. Such purchases shall be subject to all of the terms and conditions of the aforesaid Supply Agreement, including, without limitation, the purchasing and pricing terms of Article 2.
3. Colgate’s purchases shall also be subject and the terms, conditions and instructions contained in the attached purchasing, scheduling or release orders. To the extent that these terms, conditions and instructions conflict with any express term of the Supply Agreement, the latter term shall control.

Agreement on these matters has been reached by authorized individuals in each company whose signatures appear below.

RHONE-POULENC, S.A. de C.V.

By: _____
Name
Title

COLGATE PALMOLIVE

By: _____
Name
Title

CONFIDENTIAL TREATMENT REQUESTED UNDER
C.F.R. SECTIONS 200.80(b)(4), 200.83 AND 230.406.

****INDICATES OMITTED MATERIAL THAT IS THE
SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST
FILED SEPARATELY WITH THE COMMISSION.

THE OMITTED MATERIAL HAS BEEN FILED
SEPARATELY WITH THE COMMISSION.

OPERATIONS AGREEMENT

THIS OPERATIONS AGREEMENT, made as of the 18th day of June, 1998 by and between MISSION HILLS, S.A. de C.V. , a Mexican corporation ("MH") and Inmobiliaria Hills, S.A. de C.V., a Mexican corporation ("IH") and RHONE-POULENC de MEXICO, S.A. de C.V., a Mexican corporation ("RP").

RECITALS:

WHEREAS, IH and RP are parties to a Supply Agreement, being entered into contemporaneously herewith (the "Supply Agreement"; capitalized terms not otherwise defined herein shall have the meanings set forth in the Supply Agreement), pursuant to which RP agrees to manufacture and produce dicalcium phosphate (the "Product") at a manufacturing plant (the "Plant") within a MH manufacturing facility located at Km 47, Carretera Querctaro - San Luis Potosi, San Jose Iturbide, Guanajuato, (the "MH Facility") and to supply the Product to IH and IH agrees to purchase the Product from RP pursuant to the terms of the Supply Agreement; and

WHEREAS, MH shall sublease to RP the real property upon which the Plant is located pursuant to a Lease, dated June 18, 1998, in substantially the form of Exhibit A attached hereto (the "Lease"); and

WHEREAS, RP has requested that MH provide certain utilities and services as described herein to the Plant, and MH is willing to provide such utilities and services in accordance with, the terms and conditions set forth herein.

WHEREAS, MH has requested that RP provide certain training and supervisory services described herein in connection with the operation of the Plant and RP is willing to provide such services in accordance with the terms and conditions set forth, herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth the parties agree as follows:

1. Services to be Provided by MH. During the term of this Agreement, MH shall provide the following services and shall invoice RP for said services as outlined in Exhibit B

(a) Utilities and General Site Services. MH shall provide to RP for use at the Plant, in connection with its operations in accordance with the provisions hereof and the Exhibits hereto: (i) all necessary dry air, gas, electric, water (fire and process) and steam utilities, as identified, in the quantities and in accordance with the specifications set forth on Exhibit C hereto. (the "Utilities") and (ii) general site and other services described herein, in each case necessary for the operation of the Plant, including, without limitation, the production of Product pursuant to the Supply Agreement. MH shall maintain all Utility lines, facilities and appurtenances which are used by RP at the Plant in connection with its receipt or use of a relevant Utility or such general site

services under this Agreement. Such obligations shall include the extending of pipes, lines and rail spurs to the Plant.

(b) Waste Water Treatment, Sewage and Waste Disposal Services and Infrastructure . MH shall provide all necessary services and infrastructure relating to waste water treatment required in connection with the Plant's operations which shall include, without limitation, the processing of the Plant's sanitary waste, storm water runoff and other industrial waste and sewage and waste disposal at the Plant's bartery limits.

(c) Labor and Supervision . MH shall provide all production labor for the Plant, including, without limitation, shift supervision, necessary to manufacture and produce the Product in such quantities and on such terms as required by the Supply Agreement. MH shall use its best efforts to employ such labor (and any other personnel required by MH to perform services under this Agreement) who are, within generally accepted chemical industry standards applicable in the United States, qualified to perform the jobs for which they are hired.

(d) Analytical Services . MH shall perform the necessary analyses for quality control of the Plant's raw materials, semi-finished and finished Products, according to written analytical methods and procedures to be established by RP and furnished to and agreed upon by MH from time to time. MH shall provide the managerial and operating personnel necessary to perform such quality control functions. MH personnel shall be authorized to sign Certificates of Analysis related to the Products on behalf of RP, provided that such Products, in MH's sole discretion, comply with specification for same established by MH and agreed to by RP in the Supply Agreement.

(e) Shipping Services . MH shall arrange for rail and/or traffic services, together with the infrastructure and personnel to provide same, both to receive all raw materials related to the production of the Product and to transport finished Product from the Plant to all Product shipping destinations. Such services and infrastructure shall include but shall not be limited to:

- (i) personnel to handle scheduling and documentation associated with all rail and/or truck transportation to or from the Plant; and
- (ii) personnel and supervision associated with rail switching and/or truck services for rail cars or trucks, which shall include separating rail cars and trucks (if necessary) and loading and weighing all incoming and outgoing rail cars or trucks (on MH's rail or truck loading scales)

(f) Permits . MH shall cooperate with and assist RP in Mexico in obtaining all applicable Mexican governmental permits and licenses required from time to time in connection with the operation of the Plant including, without limitation, its receipt and storage of raw materials and the manufacture, packaging, storage, sale or shipment of Products produced at the Plant. Such permits and licenses shall cover, without limitation, an Environmental Impact

License. MH shall be responsible for maintaining all such permits and licenses during the term of this Agreement.

(g) Security. MH shall provide security services at the Plant substantially equivalent to those provided at the MH Facility.

(h) Insurance. MH and RP individually and at their own expense, shall maintain in force for the duration of this agreement, the following types of insurances, with limits of not less than the amounts listed below:

- (i) Comprehensive General Liability Insurance (CGL), including but not limited to products/completed operations coverage, contractual liability coverage, personal injury coverage, and broad form property damage coverage, with limits of not less than US\$5,000,000 combined single limit for each occurrence and in the aggregate.
- (ii) Comprehensive Automobile Liability Insurance covering all vehicles, whether owned, hired or nonowned, used in the business operations, with limits of not less than US\$2,000,000 combined single limit.
- (iii) (a) Workers' Compensation Insurance and/or Longshoremen's and Harborworkers' Compensation Insurance as required by laws and regulations, applicable to and covering all employees performing under this Agreement. (b) Employers' Liability Insurance with limits of not less than US\$5,000,000 Each Accident; US\$5,000,000 Disease-Policy Limit; US\$5,000,000 Disease-Each Employee.
- (iv) Excess Liability Insurance with limits not less than US\$5,000,000.

MH, shall maintain in force for the duration of this agreement. Pollution/Environmental Impairment Liability Insurance, with limits of not less than US\$10,000,000 any one occurrence, to which RP shall be included as an additional insured. Prior to the commencement of this agreement, MH and RP shall produce certificates of insurance, evidencing the insurance requirements listed above and providing no less than thirty (30) days written notice of cancellation, nonrenewal or any change in limits of coverage which would effect; the above requirements.

(i) Warehousing. MH shall provide and maintain warehouse facilities (and the personnel to operate same) at or near the Plant's battery limits such that the raw materials and finished Products shall be stored and handled in a safe manner and properly accounted for

(j) Lease. RP shall sublease the real property upon which the Plant is located pursuant to a Lease, dated June 18, 1998, in substantially the form of Exhibit A attached hereto

2. Performance Standards.

(a) Plant Efficiency. The price structure set forth herein for the services to be performed by MH and paid by RP are based upon the assumptions that the Plant shall produce Product at a rate at least equal to (****) of the time during each 12 month period following the beginning of the Term (as defined in Section 5) of this Agreement.

(b) MH shall pay RP for all services rendered and invoiced to RP from MH pursuant to this agreement. MH shall reimburse RP for all taxes, excise or other charges that RP may be required to pay to any government (national, state municipal, or local) on or measured by the services rendered to RP.

(c) Other Performance Standards. In addition MH shall perform all of the services described in Section 1 of this Agreement:

(i) in a manner consistent with standards generally applicable in the United States chemical manufacturing industry in connection with the production of chemical products comparable to the Product, at a minimum consistent with those standards MH adheres to at the sulphanation plant located within the MH Facility, but in any event consistent with the operating manual applicable to the production of Product at RP's Chicago Heights, Illinois dicalcium phosphate production facility (the "Chicago Heights Facility"), such operating manual is attached hereto as Exhibit D (the "Operating Manual");

(ii) in material compliance with all laws and regulations applicable to the Plant and its operations, including, without limitation, any laws relating to health, safety or the protection of the environment as well as the standards formulated pursuant to Section 4(c)(i), and

(iii) such that the Design Standards, as defined in Section 4(a), are adhered to in all material respects.

(d) Anything in this Agreement or the Exhibits thereto to the contrary notwithstanding, to the extent: (i) MH's performance under this Agreement is not consistent with the foregoing standards, (ii) the Utilities do not comply with the specifications set forth in Exhibit C; or (iii) MH, its employees or agents have engaged in negligent conduct arising, relating, or resulting from this Agreement, any costs resulting from such performance, non-compliance or negligent conduct shall be solely for MH's account. Notwithstanding the foregoing, RP shall be solely responsible for the RP Supervisor (defined below). To the extent that any breach of Performance Standards results from negligent instructions issued by the RP Supervisor or any other RP agent or employee and followed by MH, such matters shall be solely for RP's account.

3. Services to be Provided by RP. RP agrees to provide the following services in connection with the operation of the Plant:

(a) Training. RP shall provide all training for all production and maintenance labor at the Plant, based on a training program designed jointly by RP and MH, including environmental, operational and occupational health and safety training programs that are consistent and coordinated with the training programs used at the MH Facility ("Training Program"). The Training Program is attached hereto as Exhibit E.

(b) Employee Supervision. RP shall provide one supervisor of its choice at the Plant (the "RP Supervisor"), who shall have the right to select and/or reject employees so hired by MH. The RP Supervisor shall oversee all operations at the Plant, including but not limited to the management of all services and Utilities provided by MH hereunder. The RP Supervisor shall be consulted prior to the taking of any action by MH with respect to any personnel at the Plant. The RP Supervisor shall have the right upon consultation with MH, to modify the permanent and/or temporary staff at the Plant and to appropriately discipline or replace any individuals whom the RP Supervisor, in his or her reasonable discretion, believes to be performing in an unsatisfactory manner. Without limiting the generality of the foregoing, MH shall not hire or retain any third party contractors without the prior written consent of the RP Supervisor, which shall not be unreasonably withheld or delayed.

(c) Specific Supervision and Safety Related Rights. Without limiting the generality of the provisions of Sections 3(a) and (b):

(i) the RP Supervisor shall have the unilateral right to shut down the Plant if the RP Supervisor reasonably believes that further operations of the Plant are likely to (x) endanger the environment or the health or safety of any of the Plant's personnel, (y) violate any law, regulation or Plant policy applicable to the Plant or its personnel; or (z) if the RP Supervisor reasonably believes that the Plant is being operated in a manner which is not in material compliance with the Operating Manual. Any such actions shall be taken upon prior notice to MH, except in situations the Supervisor reasonably believes are emergencies. MH shall be notified of any action taken in response to any emergency within forty-eight (48) hours.

(ii) the RP Supervisor may reject the work product of any services provided by MH hereunder if the RP Supervisor reasonably believes that (x) such work product does not satisfy standards generally applicable in the United States chemical manufacturing industry, or (y) such services are likely to have the effects set forth in Section 3(c)(ii)(x) or (y); and

(iii) The RP Supervisor upon consultation with MH may suspend or stop shipment of any Product produced at the Plant if the RP Supervisor reasonably believes that such Product does not conform to the Specifications set forth in the Supply Agreement or otherwise does not conform with the terms of the Supply Agreement. Such rights of Supervisor to stop shipment may also be exercised by MH Quality Assurance personnel, upon consultation with the RP Supervisor.

(d) RP may also appoint two additional engineers to work at the Plant.

4. Construction Services.

(a) RP shall be responsible for building the Plant, at RP's sole cost and expense, (****) (collectively, the "Design Standards") and hiring such architects, contractors and other personnel necessary to achieve that end. MH shall be responsible, for providing engineering and other personnel who shall assist and cooperate with RP (****). It is expressly understood and agreed that the Design Standards shall be substantially equivalent to those used to design and construct the Chicago Heights Facility.

(b) MH shall be responsible for providing, all necessary utilities and general site services required in connection with the construction of the Plant as well as during the decommissioning of the Plant pursuant to Section 3.3 of the Supply Agreement; such utilities shall conform to the specifications set forth in Exhibit C hereto.

(c) RP (****) responsible ((****) cost and expense) for the following:

(i) insuring that the Plant design and equipment meet the Design Standards, including but not limited to the environmental health and safety standards of each party, and all applicable quality, environmental and regulatory requirements (****);

(ii) studying the availability (****) of suitable equipment for utilization in the Plant;

(iii) insuring that any equipment which needs to be purchased is purchased at the lowest price;

(iv) insuring that construction of the Plant is implemented at the lowest possible total cost; and

(v) studying, and providing for, the possibility of future Plant expansion.

(d) Each party shall promptly report to the other any release or spill of any hazardous or regulated substance to the environment (including but not limited to any release of materials or products to air, soil, water or ground water) and any injury or illness to either party's employee that occurs during the construction and operation of the Plant. An Emergency Response Plan related to spills of phosphoric acid in transportation is attached hereto as Exhibit F.

5. Term. (a) The term of this Agreement (the "Term") shall commence on the date hereof and shall continue until the decommissioning of the Plant as set forth in 5(b) below.

(b) Upon termination of the Lease, RP shall be both obligated and entitled to decommission the Plant. For the purposes of this Agreement, "decommissioning" shall mean the restoration of the real estate upon which the Plant is located to its original condition including remediation of any subsurface contamination caused by the construction or operations of the Plant and excluding any remediation unrelated to the construction or operation of the Plant, with all equipment and structures to be removed and retained by RP.

6. Force Majeure.

(a) MH shall not be responsible or liable for delay or failure in the performance of services on its part to be performed hereunder. If such delay or failure is due to any cause beyond its control, including but not limited to strikes, fires, floods, storms, accidents, transportation embargoes, governmental regulations or orders, perils of navigation, or acts of God.

(b) In the event force majeure restricts the available supply of any of the utilities, labor or services supplied by MH to RP under this Agreement. MH will ensure that the available supply is fairly apportioned to each of the facilities at the Plant.

(c) RP shall not be responsible for delay or failure in the performance of services on its part to be performed hereunder, if such delay or failure is due to any cause beyond its control, including but not limited to strikes, fires, floods, storms, accidents, transportation embargoes, governmental regulations or orders, perils of navigation, or acts of God.

(d) It is expressly understood and agreed that if any force majeure event increases the costs of the party affected related to such party's provision of services under this Agreement, any such increase in cost shall be for such affected party's sole account.

(e) In the event of any failure, interruption or delay of services to be provided by MH hereunder, whether excused or unexcused in performance, MH shall (i) promptly notify RP of each such failure, interruption or delay, and (ii) use its best efforts to restore such services as soon as may be reasonably possible.

7. Consumption of Services. MH agrees to prepare monthly reports covering in reasonable detail all Utility and other services rendered by MH hereunder. MH shall promptly furnish RP with any such reports upon RP's written request therefor. In addition, MH shall provide written notice to RP, as promptly as practicable, that MH is within ten percent (10%) of reaching the dollar limitations set forth in Section 1(e) or when MH reasonably believes that the Utilities usage per metric ton of Product are likely to be exceeded.

8. Maintenance of Records; Dispute of Charges; Payments. MH shall maintain adequate records (including, without limitation, the documentation of all transactions) in sufficient detail setting forth the services provided and the excess service charges, if any, payable by RP under this Agreement. Upon request, MH shall furnish a certificate signed by an executive

officer, verifying the amount of such charges. Not less than one time nor more than four (4) times per year, MH shall permit such records to be audited at any time during regular business hours by RP, including its employees or representatives, with respect to any excess charges billed to RP pursuant to this Agreement. Any such excess charges shall be payable by RP in U.S. Dollars, any costs related to such charges incurred in Mexican Pesos shall be converted into U.S. Dollars at the exchange rate on the date such excess services were provided.

9. Metering.

(a) Meters and any other equipment necessary for determining the quantities of Utilities delivered hereunder shall be furnished, installed, maintained, calibrated and certified at least annually, and operated by MH.

(b) Upon request, RP shall have the right to be present at the time of installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or certification of such meters or other equipment.

(c) Calibration records shall be maintained by MH to insure accuracy of results. If a dispute arises regarding the accuracy of the meters or other equipment, and the parties are unable to mutually resolve such dispute within a reasonable period, then such dispute shall be referred to a mutually agreeable independent inspector whose determinations regarding accuracy of the meters or equipment, or the quantities of services delivered, shall be binding. The challenging party shall pay the cost of such verification if the meters are found to be within the manufacturer's specifications, and the non-challenging party shall pay the cost of verification and adjustment if the meters are found to be outside the manufacturer's specifications. If the meters are found to be outside the manufacturer's specifications, an adjustment shall be made to the invoices covering deliveries during the period of error. No dispute shall entitle either party to cease providing any service to the other, provided that all amounts shall be paid, as required by this Agreement, upon settlement of such dispute. Disputes covered by this Section 9(c) shall not be subject to the provisions of Section 15.

10. Alteration of Plant. During the term of this Agreement, MH shall not materially modify the Plant facilities or materially reduce its capacity to provide services contracted for hereunder or alter the method of operation of such facilities so as to materially increase the cost thereof, in any case without the prior written consent of RP. MH shall give RP prompt and reasonable notice of any such expected modifications or alterations.

11. Notice of Plant Shutdown. If for any reason MH anticipates material reduction or cessation of Utilities to be provided hereunder or a shutdown of the Plant, MH shall notify RP of any such event as early as possible. In general, RP should be notified at least three (3) months in advance of any such event so that RP can determine what actions to take to ensure the continued operation of the Plant.

12. Damage, Destruction or Condemnation of Facilities.

(a) In the event that the Plant or any part thereof, or any facility generating the Utilities or other site services to be provided hereunder, is damaged or destroyed by fire, flood or other casualty, RP at its sole expense shall promptly rebuild, repair or restore such facilities to a condition which is functionally equivalent in terms of capacity, reliability and quality to that existing prior to such damage or destruction, and all insurance proceeds shall be applied to pay the costs of same.

(b) In the event that title to, or the temporary use of, the Plant or any part thereof, or any facility generating the Utilities or other services to be provided hereunder, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, RP shall promptly rebuild, repair or restore any portion of the Plant so taken to a condition which is functionally equivalent in terms of capacity, reliability and quality to that existing prior to such taking and all compensation paid as a result of such taking shall be utilized to pay the costs of same; to the extent such compensation does not cover such costs, MH and RP each (as the case may be) shall each bear any such excess costs relating to the Plant or such facilities.

13. Confidentiality. MH, for itself, its officers, agents, consultants and employees, agree to execute the Confidentiality Disclosure Agreement attached hereto as Exhibit G. MH agrees to require, as a condition of employment, that each employee, agent or consultant of MH connected with the services to be provided under this Agreement execute and deliver a Confidential Disclosure Agreement in the form of Exhibit G.

14. No License. Nothing contained herein constitutes a license to MH under any of RP's confidential information; MH may only use this confidential information in fulfilling its obligations under this Agreement.

15. Dispute Resolution. (a) Except as provided in Section 9(c) of this Agreement, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by confidential negotiations between persons who have authority to settle the controversy. For the purposes of this Agreement, the following persons shall have authority to settle disputes hereunder (each an "Authorized Person"): (i) the RP Plant Supervisor and his MH counterpart with respect to disputes arising from services to be provided hereunder, and (ii) the chief financial officers of the parties with respect to all other disputes arising hereunder. All such negotiations shall be treated as compromise and settlement negotiations for purposes of the relevant rules of evidence. Any party may give the other party written notice of any dispute. Within ten (10) business days after delivery of such notice, the receiving party shall submit to the other a written response. The initial notice and the response shall include a statement of each party's position and a summary of the arguments supporting that position. Within twenty (20) business days after the date of the initial notice, the applicable Authorized Persons (and/or their delegates) shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored promptly.

(b) If the parties do not meet or the dispute has not been resolved by the foregoing negotiation within thirty (30) business days of the disputing party's initial notice, the

parties shall endeavor to settle the dispute by non binding mediation under the then current CPR Model Mediation Procedure for Business Disputes. Unless otherwise agreed the parties shall select a mediator from the CPR Panels of Neutrals. The mediation shall take place in New York, New York and shall be concluded within seventy-five (75) days from the date of the disputing party's initial notice, unless the parties mutually agree to an extension.

(c) If the dispute is not settled through the foregoing mediation procedure, either party may refer the dispute to, and the dispute shall be settled by, arbitration, before three (3) independent arbitrators in accordance with the then current CPR Non-Administered Arbitration Rules then in effect. To initiate arbitration under this subsection 15(c), no later than sixty (60) days after the conclusions of such mediation the aggrieved party shall give the other party written notice in accordance with Article 20, describing the claim and the amount as to which it intends to initiate arbitration. Within fifteen (15) days after the receipt of such notice, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the CPR. At least one of the arbitrators so selected shall be an attorney actively engaged in the practice of law for at least (10) years and familiar with agreements comparable to this Agreement. Any such arbitration shall be conducted in New York, NY. The arbitrators shall apply New York law, regardless of its choice of law principles. The reasonable expenses of the arbitration shall be borne equally by the parties. Each party shall bear the cost of its counsel and other experts. The parties shall agree on a schedule for conducting the arbitration, including the exchange of documents and the examination of witnesses. The award of the arbitrators shall be accompanied by a reasoned opinion. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction of the parties and the subject and matter of the dispute.

16. Access to Plant . MH shall provide RP with access to the Plant at all reasonable times for inspection of the Plant property or records, and shall cooperate in any routine inspections or audits of the Plant conducted by RP.

17. Servitudes . To the extent that any of the services to be performed hereunder shall require for the effective performance thereof the use of any property or properties of MH or others for the purpose of (i) locating roads, gates, etc. essential to the performance of this Agreement, (ii) constructing, erecting, furnishing, laying, inspecting, maintaining, servicing, or repairing any such roads, gates, pipes, wires, drains, conduits, etc., or (iii) rendering or obtaining the services contemplated hereby, MH grants (or shall cause to be granted) and confers (or shall cause to be conferred) upon RP a servitude effective during the term of this Agreement with respect to the relevant service provided to use such property or properties to the extent necessary for such purposes; provided, however, that such use shall not interfere with the use of such property or properties by MH. The parties agree to execute appropriate documents in recordable form to evidence the foregoing rights and obligations. RP grants to MH the right of ingress and egress to the Plant to carry out the services listed herein. This right is granted to those individuals having duties to perform in the Plant area. The servitudes and rights granted in this Section 17 shall automatically terminate upon, termination of this Agreement at the end of the termination period specified in Section 3.

18. Future Expansion. In the event that RP desires an increase in any service to be provided hereunder beyond MH's capacity to provide it, or in the event MH desires to modify the Plant or any facility providing Utilities in any material respect, any such increase or modification shall be implemented, provided a prior written agreement covering the same (including, without limitation, which party or parties shall bear the costs thereof) shall have been entered into by both parties.

19. Cooperation of the Parties. Each party shall cooperate with the other in the performance of their respective obligations hereunder, including but not limited to taking all actions reasonably necessary to obtain and maintain all permits necessary hereunder.

20. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (a) personally delivered, (b) mailed by registered or certified first-class mail, prepaid with return receipt requested, (c) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (d) delivered by facsimile which is confirmed in writing by sending a copy of such facsimile to the recipient thereof pursuant to clause (a) or (c) above:

If to MH:	Mission Hills, S.A. de C.V. Carretera Federal 57 Km 47, Carretera Entroncal a San José Iturbide Km. 0.8, San José Iturbide, Gto. Attn.: Rafael Torres
If to IH:	Inmobiliaria Hills, S.A. de C.V. Presa la Angostura 225, Col. Irrigacion, C.P. 11500, Mexico, D.F. Attn.: Stuart Burkhead
If to RP:	Rhodia Inc. Prospect Plains Road Cranbury, New Jersey 08512-7500 Attention: Herman Mihalieh, Executive Director Industrial Phosphates
with copies to	Rhodia Inc. CN 7500 Cranbury, New Jersey 08512-7500 Attention: Gary Ford, Esq. Senior Operations Counsel
or if by overnight mail to:	Rhone-Poulenc de Mexico, S.A. de C.V. Av. Vasco de Quiroga No. 3000 PISO 2 Col Lomas de Santa Fe, 01210, Alvaro Obregon, Mexico, D F, Attention: Daniel Vidalinc General Manager

or to such other address as any party hereto may, from time to time designate in a written notice given in like manner or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

Except as otherwise provided herein, any notice under this Agreement will be deemed to have been given (x) on the date which notice is personally delivered or delivered by facsimile, (y) four days after the date of mailing if sent by certified or registered mail or (z) the next succeeding business day after the date such notice is delivered to the overnight courier service if sent by overnight courier; provided that in each case notices received after 4:00 p.m. (local time of the recipient) shall be deemed to have been duly given on the next business day.

21. Indemnification. Each party shall defend, indemnify and save harmless the other party, its directors, officers, employees and agents from any and all loss, claims, actions, or suits, including costs and attorneys' fees, for or on account of bodily or personal injury to, or death of persons (including but not limited to injury to or death of any employees, agents or operators at the Plant), damage to or destruction of tangible property belonging to the other party or others, including but not limited to damage to the Plant (collectively, "Damages"), resulting from or arising out of the indemnifying party's negligent acts or omissions, or that of any agents of or any persons related to, controlled or supervised by the indemnifying party, excepting such injury or harm to the extent resulting from or arising out of the negligence of the other party, its employees and agents.

22. Assignment. This Agreement shall not be assignable by either party hereto without the express prior written consent of the other party, except to the successor or assignee of all or substantially all of the assignor's business to which the Agreement relates. When duly assigned in accordance herewith, this Agreement shall be binding on and inure to the benefit of each parties successors and assignees.

23. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to its provisions concerning conflicts or choice of law.

24. JURISDICTION. THE PARTIES HERETO AGREE THAT ANY SUIT, ACTION OR PROCEEDING INSTITUTED AGAINST ONE OR MORE OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN ANY FEDERAL OR STATE COURT LOCATED IN THE STATE OF NEW YORK. EACH OF THE PARTIES, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, IRREVOCABLY WAIVES ANY OBJECTION OR DEFENSE TO THE INSTITUTION OF

ANY ACTION IN NEW YORK BASED ON IMPROPER VENUE. THE CONVENIENCE OF THE FORUM OR THE JURISDICTION OF SUCH COURTS, OR FROM THE EXECUTION OF JUDGMENTS RESULTING THEREFROM, AND THE PARTIES HERETO IRREVOCABLY ACCEPT AND SUBMIT TO THE JURISDICTION OF THE AFORESAID COURTS IN ANY SUIT, ACTION OR PROCEEDING EACH OF THE PARTIES HEREBY WAIVES PERSONAL SERVICE OF PROCESS UPON IT AND CONSENTS TO THE SERVICE OF PROCESS BY CERTIFIED MAIL TO THE ADDRESS SET FORTH IN SECTION 20.

25. Counterparts . This Agreement may be executed in counterparts, each of which shall be an original, both of which together shall constitute one and the same agreement.

26. Non-Waiver . Failure of either party to exercise any of its rights under this Agreement upon one occasion shall not waive the party's right to exercise the same on another occasion.

27. Independent Business . In the performance of this Agreement, the parties are engaged in independent business, and nothing in this Agreement shall be construed to:

(a) grant either party any right to control the other party with respect to the conduct of its business, except as expressly set forth herein;

(b) make either party a partner, joint venturer, agent or other representative of the other party;

(c) grant either party any right of authority to assume or create any obligation on behalf of or in the name of the other party; or

(d) accept legal summons or legal process for the other party.

(e) MH , IH and RP are and for all purposes shall be deemed independent contractors and nothing in this Agreement or in the relationship between MH and RP or their respective employees, agents, subcontractors or other representatives shall be deemed to constitute otherwise. MH and RP shall have sole control over their respective employees including, but not limited to, the supervision and direction of the method and manner in which the work is accomplished, the method and amount of wage and benefit payments, and control of all hiring, firing or discipline of employees, as well as all policies and procedures related hereto. In acknowledgment of such relationship, MH and RP may be required to have each of their respective employees performing services on property owned or controlled by the other to individually read and sign a separate document entitled "Waiver of Employment" stating that he/she makes no claim for coverage by, or participation in, any benefit or right relating to the other party. If either party performs services under this Agreement on property owned or controlled by the other, that party agrees that its employees, agents, subcontractors or other representatives will abide by the other's safety and security requirements which are available on request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

MISSION HILLS, S.A. de C.V.

By: /s/ Rafael Torres Lopez
Name: RAFAEL TORRES LOPEZ
Title: LEGAL REPRESENTATIVE

INMOBILIARIA HILLS, S.A. de C.V.

By: /s/ Salvador Martinez-Murillo
Name: SALVADOR MARTINEZ-MURILLO
Title: LEGAL REPRESENTATIVE

RHONE-POULENC de MEXICO, S.A. de C.V.

By: _____
Name: _____
Title: _____

EXHIBIT A

Lease

TRANSLATION FROM SPANISH

SUBLEASE CONTRACT ENTERED INTO BY AND BETWEEN MISSION HILLS, S.A. DE C.V., REPRESENTED HEREIN BY MR. RAFAEL TORRES LOPEZ IN HIS CAPACITY AS LEGAL REPRESENTATIVE, HEREINAFTER REFERRED TO AS "THE SUBLESSOR" AND RHONE POULENC DE MEXICO, S.A. DE C.V. REPRESENTED HEREIN BY MR. SALOMON TOBELEM, HEREINAFTER REFERRED TO AS "THE SUBLESSEE"; AS PER THE FOLLOWING RECITALS AND CLAUSES:

RECITALS

FIRST.-"THE SUBLESSOR" STATES:

I.-THAT IT IS A STOCK COMPANY OF VARIABLE CAPITAL STOCK, LEGALLY ORGANIZED IN ACCORDANCE WITH THE LAWS OF THE MEXICAN REPUBLIC, THROUGH PUBLIC DEED NUMBER 11,515, GRANTED BEFORE NOTARY PUBLIC NUMBER 178 IN AND FOR THE FEDERAL DISTRICT, MR. ANDRES JIMENEZ CRUZ.

II.-THAT IT HAS THE LEGAL CAPACITY TO ASSUME OBLIGATIONS IN TERMS OF THIS CONTRACT, THROUGH ITS LEGAL REPRESENTATIVE MR. RAFAEL TORRES LOPEZ, WHO EVIDENCES HIS CAPACITY WITH A COPY OF PUBLIC DEED NUMBER 14,367, GRANTED BEFORE NOTARY PUBLIC NUMBER 178 IN AND FOR THE FEDERAL DISTRICT, MR. ANDRES JIMENEZ CRUZ, WHICH CONTAINS A POWER OF ATTORNEY FOR ACTS OF ADMINISTRATION, WHICH HAS NOT BEEN REVOKED OR AMENDED TO HIM IN ANY MANNER UP TO THIS DATE.

III.-THAT AT PRESENT IT IS THE LESSOR OF THE LAND PLOT SUBJECT MATTER HEREOF, WHICH IS LOCATED AT: CARRETERA FEDERAL 57 QUERETARO-SAN LUIS POTOSI, KM. 47, CARRETERA ENTRONCAL A SAN JOSE ITURBIDE, KM. 0.8, SAN JOSE ITURBIDE, GUANAJUATO.

SECOND.-"THE SUBLESSEE" STATES:

I.-THAT IT IS A STOCK COMPANY OF VARIABLE CAPITAL STOCK, LEGALLY ORGANIZED IN ACCORDANCE WITH THE LAWS OF THE MEXICAN REPUBLIC, THROUGH PUBLIC DEED NUMBER 66,068 GRANTED BEFORE NOTARY PUBLIC NUMBER 69 IN AND FOR THE FEDERAL DISTRICT, MR. JORGE H. FALOMIR.

THROUGH PUBLIC DEED NUMBER 58,585, GRANTED BEFORE NOTARY PUBLIC NUMBER 74 IN AND FOR THE FEDERAL DISTRICT, MR. F. JAVIER ARCE GARGOLLO, THE COMPANY CHANGED ITS NAME TO RHONE POULENC DE MEXICO, S.A. DE C.V.

II.-THAT IT HAS LEGAL CAPACITY TO ASSUME OBLIGATIONS IN TERMS OF THIS CONTRACT, THROUGH ITS LEGAL REPRESENTATIVE MR. SALOMON TOBELEM.

WHO EVIDENCES HIS CAPACITY WITH A COPY OF PUBLIC DEED NUMBER 70,132 GRANTED BEFORE NOTARY PUBLIC NUMBER 74 IN AND FOR THE FEDERAL DISTRICT, MR. F. JAVIER ARCE GARGOLLO, WHICH CONTAINS A POWER OF ATTORNEY FOR ACTS OF ADMINISTRATION, WHICH HAS NOT BEEN REVOKED OR AMENDED TO HIM IN ANY MATTER UP TO THIS DATE.

III.- THAT IT IS ITS WILL TO SUBLEASE A PORTION OF THE LAND PLOT WHICH IS LEASED AT PRESENT BY "THE SUBLESSOR", LOCATED WITHIN THE MISSION HILLS PLANT, IN CARRETERA FEDERAL 57 QUERETARO-SAN LUIS POTOSI, KM. 47, CARRETERA ENTRONCAL A SAN JOSE ITURBIDE, KM. 0.8, SAN JOSE ITURBIDE, GUANAJUATO

BOTH PARTIES STATE THAT IT IS THEIR WILL TO ENTER INTO THIS CONTRACT, BEING SUBJECT TO THE FOLLOWING:

CLAUSES.

FIRST.- "THE SUBLESSOR" GIVES IN SUBLEASE TO "THE SUBLESSEE" THE QUANTITY OF 1800 (ONE THOUSAND EIGHT HUNDRED) SQUARE METERS OF THE LAND PLOT IT LEASES, LOCATED AT THE DOMICILE MENTIONED IN THE FIRST RECITAL, PARAGRAPH III HEREOF.

SECOND.- "THE SUBLESSEE" SHALL ONLY USE THE LAND PLOT FOR THE BUILDING AND OPERATION OF A PLANT WHICH SHALL EXCLUSIVELY MANUFACTURE DICALCIUM PHOSPHATE ("THE PRODUCT"), BEING ABLE TO CARRY OUT THE RECEPTION, DISPATCH, LOAD AND UNLOAD, OF ALL KIND OF MATERIALS RELATED TO THE MANUFACTURE OF THE PRODUCT WHICH MAY BE STORED THEREIN. " SUBLESSEE" WILL SUPPLY PRODUCT TO A THIRD ENTITY UNDER THE TERMS OF A "SUPPLY AGREEMENT" DATED AS OF JUNE 18,1998.

THIRD.- THE TERM OF THIS CONTRACT SHALL BE COTERMINOUS WITH THE "SUPPLY AGREEMENT" REFERRED ABOVE.

FOURTH.- ON THE LAST DAY OF THE TERM HEREOF OR IN THE CORRESPONDING DATE IF THERE WERE ADVANCED TERMINATION, "THE SUBLESSEE" SHALL RETURN AND DELIVER THE SUBLEASED LAND PLOT FOR THE USE OF "THE SUBLESSOR" WITHOUT DELAY, ORDERLY, IN GOOD CONDITION AND ADEQUATE MAINTENANCE. ALL THE SIGNS, LEGENDS AND SIMILAR INSTALLATIONS, AS WELL AS THE FURNITURE, ACCESSORIES, INSTALLED MACHINERY AND EQUIPMENT SHALL BE REMOVED AT THE EXPIRATION DATE OF THE TERM HEREOF.

FIFTH.- BOTH PARTIES AGREE THAT THE PRICE TO BE PAID FOR THE PORTION OF THE SUBLEASED LAND PLOT (1800 SQUARE METERS) SHALL BE THE AMOUNT OF (****). THE PAYMENT SHALL BE MADE TO" THE SUBLESSOR" OR TO WHOEVER MAY REPRESENT ITS RIGHTS, MONTHLY, BEING PAYABLE WITHIN THE LAST FIFTEEN

DAYS OF EACH MONTH, THE PAYMENTS SHALL BE MADE AT THE DOMICILE OF "THE SUBLESSOR" WHICH IS LOCATED AT: CARRETERA FEDERAL 57, KM. 47, CARRETERA ENTRONCAL A SAN JOSE ITURBIDE, KM. 08, SAN JOSE ITURBIDE, GUANAJUATO. REVISIONS TO THE AGREED RENTAL SHALL BE MADE ANNUALLY.

ALL RENTALS SHALL BE FULLY PAID, EVEN IF "THE SUBLESSEE" ONLY TAKES POSSESSION OF THE SUBLEASED PLACE DURING PART OF THE TERM AGREED ON IN THIS CLAUSE.

SIXTH.- "THE SUBLESSEE" ASSUMES THE OBLIGATION TO:

- A) USE THE SUBLEASED LAND PLOT EXCLUSIVELY IN REGARD TO THE PROVISIONS OF CLAUSE SECOND HEREOF.
- B) KEEP THE PLACE IN GOOD CONDITIONS OF USE AND CLEANLINESS.
- C) BY ITS OWN ACCOUNT, REPAIR ANY DAMAGE CAUSED IN THE LAND PLOT.
- D) RETURN THE SUBLEASED LAND PLOT WHEN THE SUBLEASE TERMINATES, IN THE SAME CONDITION AS IT WAS RECEIVED WITHOUT ANY PHYSICAL ALTERATION OR MODIFICATION.

SEVENTH.- "THE SUBLESSEE" MAY NOT TRANSFER NOR CONVEY THE RIGHTS GRANTED TO IT BY THIS CONTRACT, NOR SUBLEASE THE SUBLEASED LAND PLOT.

EIGHTH.- "THE SUBLESSEE" APPOINTS THE DOMICILE LOCATED AT AV. VASCO DE QUIROGA NO. 3000, SECOND FLOOR, COL. LOMAS DE SANTA FE, DELEGACION ALVARO OBREGON, C.P. 01210, MEXICO, D.F. AS CONVENTIONAL DOMICILE.

NINETH.- THE ELECTRIC POWER, GAS, WATER AND TELEPHONE SERVICES. VIGILANCE AND CLEANLINESS, SHALL BE SUBJECT TO THE PROVISIONS OF THE "OPERATIONS AGREEMENT".

TENTH.- THE VALUE ADDED TAX AND ANY OTHER TAX OR DUTY CAUSED IN REGARD HEREOF, SHALL BE PAID BY "THE SUBLESSEE".

ELEVENTH.- "THE SUBLESSEE" AGREES TO KEEP, DEFEND AND HOLD "THE SUBLESSOR" HARMLESS IN REGARD TO ANY RESPONSIBILITY, INCLUDING FINES AND INTERESTS, OF WHICH "THE SUBLESSOR" IS REQUIRED TO PAY, DUE TO ANY ACT OR OMISSION OF "THE SUBLESSEE", WHICH MAY RESULT IN A DIRECT OR INDIRECT MANNER FROM SAID RESPONSIBILITY, FINE AND/OR INTERESTS.

TWELFTH.- UNLESS OTHERWISE PROVIDED FOR, NO AMENDMENT, EXEMPTION OR EXCEPTION MADE TO THIS CONTRACT OR EXEMPTION TO ANY OF ITS PROVISIONS, SHALL BE VALID OR MANDATORY, UNLESS IT IS MADE THROUGH A WRITTEN AGREEMENT, SIGNED BY "THE SUBLESSOR" AND "THE SUBLESSEE".

THIRTEENTH.- THIS CONTRACT SHALL BE RESCINDED DUE TO NONCOMPLIANCE OF ANY OF THE OBLIGATIONS PROVIDED FOR HEREIN, AND IN THE OTHER EVENTS ON WHICH THE RESCISSION IS CONSIDERED AS NECESSARY OR LAWFUL, AS PROVIDED FOR BY THE LEGAL PROVISIONS.

IN REGARD TO THE INTERPRETATION OR CONTROVERSY HEREOF, THE PARTIES EXPRESSLY SUBMIT THEMSELVES TO THE "OPERATIONS AGREEMENT" PROCEDURE DEFINED THEREIN.

ONCE THIS DOCUMENT WAS READ TO THE GRANTING PARTIES, WHO STATE THAT THEY ARE AWARE OF ITS VALUE AND LEGAL FORCE, THEY RATIFY IT IN FOUR COUNTERPARTS, TWO FOR EACH ONE OF THE PARTIES, IN MEXICO CITY, ON JUNE 18, 1998.

"THE SUBLESSOR",
MISSION HILLS, S.A. DE C.V.

/s/ RAFAEL TORRES LOPEZ.
MR. RAFAEL TORRES LOPEZ.
LEGAL REPRESENTATIVE.

"THE SUBLESSEE",
RHONE POULENC, S.A. DE C.V.

MR. SALOMON TOBELEM,
LEGAL REPRESENTATIVE

EXHIBIT B

**PRO FORMA
SUMMARY OF ANNUAL SERVICES MH
SUPPLIES**

	(A) Usage Per Mt	Rate Per Mt	Metric Tons Purchased	Metric Tons Contracted	MI Price
Natural Gas - 16 Therms-Metric Ton	(****)	(****)	(****)		(****)
Water - (****)-Metric Ton	(****)	(****)	(****)		(****)
Electricity - (****)-Metric Ton	(****)	(****)	(****)		(****)
Steam - (****) at (****)	(****)	(****)	(****)		(****)
Labor and Supervision (B)		(****)	(****)		(****)
TOTAL UTILITIES AND LABOR SUPPLIED BY MHP-YEAR					(****)
Metric Tons Purchased					(****)

(A) Maximum amount of labor (see B below) and utilities used per metric ton of Product produced; should actual usage per metric ton be above these amounts, RP shall incur the expense and shall reimburse MH for the difference between the maximum and the actual amounts incurred. The cost per metric ton of Utilities shall not be increased if volume of Product is less than (****) metric tons. For any period the Plant is shut down, RP shall not be charged for electricity.

(B) Labor and Supervision Breakdown :

Tons Per Day	People	Monthly Pay w/Benefits	Days	Avg. Cost Per Day	Cost Per Metric Ton
(****)	(****)	(****)	(****)	(****)	(****)
(****)	(****)	(****)	(****)	(****)	(****)
					(****)

* includes (****) lead operators, (****) operators, (****) packages, (****) utility/cleaning/raw material unloading personnel and (****) QC personnel, within the battery limits. Outside the battery limits MH will provide utility, waste water and waste treatment, shipping, security and other services.

** (****) shift supervisors

NOTE. THE COST PER METRIC TON FIGURES USED ARE EMPLOYED FOR ILLUSTRATIVE PURPOSES ONLY. RP SHALL PAY ALL COSTS ASSOCIATED WITH LABOR AND SUPERVISION PERSONNEL EMPLOYED BY MH (NOT IN EXCESS OF (****) PERSONNEL) IRRESPECTIVE OF THE VOLUME OF PRODUCT PRODUCED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT (I) ONLY THOSE PERSONNEL ENGAGED IN PRODUCTION OF PRODUCT AND THE ANALYTICAL SERVICES (AS DESCRIBED IN SECTION 1(D)) SHALL BE SUBJECT TO THE LIMITATION OF (****) PERSONNEL DESCRIBED IN NOTE B ABOVE; AND (II) ALL OTHER PERSONNEL (INCLUDING, WITHOUT LIMITATION SHIPPING PERSONNEL) TO BE PROVIDED BY MH UNDER THIS AGREEMENT SHALL NOT BE COVERED BY SUCH LIMITATION.

NOTE: ALL OTHER SERVICES AND UTILITIES TO BE PERFORMED BY MH PURSUANT TO THIS AGREEMENT SHALL BE PAID BY RP.

NOTE: IH SHALL PAY RP FOR ALL SERVICES RENDERED AND INVOICED TO RP, INCLUDING TAXES, EXCISE, OR OTHER CHARGES THAT RP MAY BE REQUIRED TO PAY, ON OR MEASURED BY THE SERVICES RENDERED TO RP.

EXHIBIT C

UTILITIES - SPECIFICATIONS

NATURAL GAS

- Quantity: 6(six) Therms per MT product; $6 \times 20,000 = 120,000$ Therms, as measured by meter
- Quality: 1,000 BTUs per 1,000 cubic feet minimum; normal 100 PSIG supply; clean, filtered non-burner plugging, and sulfur free (maximum 0.4 grains/100 cubic feet, or 0.001 weight percent)

WATER

- Quantity: 150 liters per MT product; $150 \times 20,000 = 3,000,000$ Liters, as measured by meter.
- Quality: Potable; nominal 60 PSIG supply.

ELECTRICITY

- Quantity: 350 KWH per MT product; $350 \times 20,000 = 7,000,000$ KWH, as measured by meter.
- Quality: Industrial grade delivery system; 480 volt, 3 phase, 60 cycle.

STEAM

- Quantity: 0.65 MT per MT of product; $0.65 \times 20,000 = 13,000$. MT, as measured by meter
- Quality: Saturated; Treated with Food Grade compatible chemicals (if necessary) such that the steam is acceptable for use in direct contact with Food Grade materials; nominal 85 ATM (125 PSIG supply)

All metering shall be covered by section 9 of the Operations Agreement. All utilities shall be of the “uninterruptible” type.

EXHIBIT D

**Operations Manual
Chicago Heights Facility**

To come

EXHIBIT E

TRAINING OUTLINE FOR DCP-D PLANT AT MH, MEXICO

1) Basic Operator Training (by MH)

- Plant Rules, Policies, Procedures
- Process Safety, Health, and Environmental Hazards and Controls
- Chemical Process Fundamentals
- Process Equipment Fundamentals

2) Process Specific Training (by RH)

- Process/Product Overview
- Process Chemistry
- Raw Materials Handling and Safety Procedures
- Process Equipment and Flow
- Operating Philosophy
- Process Control Philosophy
- Process Hazards and Controls
- Quality Control Procedures and Specifications
- Utilities Systems

3) Job Specific Training by RH

Job Analysis and Detailed Operating Instructions for;

- Raw Materials Unloading
- Lime Slaking and Dilution
- Acid Dilution and Redissolve
- Reactor Batch Manufacture
- Centrifuge Operation
- Mill System Operation
- Product Storage and Blend System
- Packaging and Bulk Loading Systems
- Waste System Operation

EXHIBIT F

DRAFT

**PHOSPHORIC ACID
TRANSPORTATION
EMERGENCY
RESPONSE**



PHOSPHATES, HYDROCOLLOIDS and FOOD INGREDIENTS PLATFORM

Prospectus Plains Road
CN 7500
Cranbury, NJ 08512-7500
TEL.: (609) 860-4600
FAX: (609) 860 0356

Physical Form & Appearance:

Colorless liquid.

Odor:

Odorless.

Effect with water:

Phosphoric Acid is miscible with water. Can generate some heat of reaction.

Nature or Product:

Non-flammable, slightly viscous liquid which can cause burns to skin or eyes. May cause respiratory problems when hot.

HAZARDS

FIRE

Phosphoric Acid will not burn but can react with some metals to produce flammable Hydrogen gas. Water can be used in fire fighting activities. Extinguishing method should be suitable for surrounding fire.

EXPOSURE

Causes burns to skin and eyes. Fumes can be irritating if material is hot.

ENVIRONMENT

Product may contaminate water. Prevent entry into water supply, storm or sanitary sewers.

IN CASE OF ACCIDENT

GENERAL

Keep unnecessary people away. Isolate the area around the spill. Firefighters and emergency response personnel should wear full protective gear including rubber boots. Self-contained breathing apparatus should be worn if Phosphoric Acid is heated by surrounding fire. Contact shipper, as soon as possible.

SPILL OR LEAK

Do not touch or walk thru spilled material. Shut off leak if possible without risk.

Small Spill: Phosphoric Acid can be neutralized with soda ash or lime. Approximately 7 lbs of soda ash or 4 lbs of lime will neutralize 1 gallon of 75% Phosphoric Acid. The neutralized material should be shoveled up and placed in a plastic container for proper disposal.

Large Spill: Area around the spilled material should be diked to contain for recovery or neutralization if necessary. Keep non-essential persons away from the area. Attempt to stop any further spill if possible without risk. The spilled Phosphoric Acid can be pumped into plastic drums, stainless steel tank trucks or neutralized for further disposal. Proper personal protective equipment should be worn at all times during the clean up operations. Area should be neutralized with soda ash or lime following any clean up. Neutralization guidelines are shown under Small spill section. The use of a pH meter or pH paper can determine the effectiveness of the neutralization activity.

FIRE:

Move the container from the fire area if you can do so without risk. If containers cannot be moved, cool with water from the side until well after the fire is out. Phosphoric Acid will not burn but may generate flammable Hydrogen gas when reacted with some metals. Fight fire from upwind side and avoid breathing smoke.

EXPOSURE:

Remove to fresh air. If breathing is difficult administer oxygen. Remove contaminated clothing and rinse the exposed skin areas with plenty of water for at least 15 minutes. In case of eye contact, immediately flush eyes with water for at least 15 minutes. Seek medical attention.

DECOMPOSITION

Phosphoric Acid is stable under normal handling, storage and shipping conditions. Reactions with some metals might result in the formation of flammable gas. Under extreme heat conditions, oxides of phosphorus could be generated.

REACTIVITY

Hazardous polymerization will not occur. Avoid contact with common metals.

DISPOSAL

State and local regulations should be followed regarding the disposal of Phosphoric Acid or the neutralization products resulting from any clean-up activities.

REPORTING REQUIREMENTS

Spill reporting requirements in the United States are set at 5000 lbs. or 380 gallons of 75% Phosphoric Acid.

EMERGENCY ASSISTANCE

Transportation emergencies should be immediately reported to:

SETIQ	91 (800) 00214
DF y Zona Metropolitana	559-1588
US CHEMTREC	800-424-9300
Rhodia DART	800-334-7577

[DISCLAIMER TO BE ADDED]

EXHIBIT G

CONFIDENTIALITY DISCLOSURE AGREEMENT

WHEREAS MISSION HILLS S.A de C.V., a Mexican corporation (hereinafter called "RECIPIENT") is interested in obtaining certain proprietary confidential technical manufacturing, processing, and economic information, including, but not limited to technology, formulae, procedures, designs, discoveries, ideas, specifications, product standards, schedules and marketing plans, whether patented or unpatented (hereinafter collectively called "INFORMATION") which has been and is being developed by RHODIA INC, a Delaware, USA corporation, having its principal office at Prosperct Plains Road, CN-7500, Cranbury, New Jersey 08512-7500 and/or RHONE-POULENC de MEXICO, S.A. de C.V., a Mexican corporation (hereinafter collectively called "DISCLOSER") relating to DISCLOSER'S dicalcium phosphate product or Mexican dicalcium phosphate plant.

WHEREAS, DISCLOSER possesses INFORMATION relating to dicalcium phosphate (hereinafter referred to as "PRODUCT") and the manufacturing process for dicalcium phosphate.

WHEREAS, DISCLOSER has requested that RECIPIENT provide certain utility, production, and other services to DISCLOSER'S Mexican dicalcium phosphate plant and recipient is willing to provide such utilities, production, and other services.

WHEREAS, in order for RECIPIENT to carry out such utilities, production, and other services, it will be necessary for RECIPIENT to receive from DISCLOSER selected aspects of such INFORMATION relating to DISCLOSER'S Mexican dicalcium phosphate plant and the PRODUCT, and

WHEREAS, DISCLOSER is willing subject to the terms and conditions hereinafter set forth to disclose selected aspects of such INFORMATION to RECIPIENT for the sole purpose providing utilities, production and other services on behalf of DISCLOSER ("PURPOSES")

NOW, THEREFORE, in order to induce DISCLOSER to disclose said INFORMATION relating to PRODUCTS to RECIPIENT and for other good and valuable consideration. DISCLOSER and RECIPIENT hereby agree as follows:

1. RECIPIENT shall treat all of the INFORMATION received from DISCLOSER whether transmitted orally or in writing and/or samples received from DISCLOSER with a confidentiality notice affixed (hereinafter "SAMPLES"), as confidential

regardless of when transmitted; use such INFORMATION only for the specific purpose(s) aforesaid and for no other purpose(s); not disclose such INFORMATION to any third parties, and limit access to such INFORMATION to those of its officers, consultants and employees reasonably requiring same for the purpose(s) of this Agreement. RECIPIENT shall advise each of the persons to whom it provides access to INFORMATION that such persons are strictly prohibited from making any use, publishing, or otherwise disclosing to others, or permitting others to use, any of the INFORMATION. RECIPIENT will require all of its officers, consultants and employees to whom any INFORMATION is received to first execute an acknowledgment and adoption of the terms of this instrument.

RECIPIENT agrees that if SAMPLES are received from DISCLOSER, not to analyze or cause to be analyzed any SAMPLE, agrees not to provide any third party with any part of a SAMPLE and agrees, upon request of DISCLOSER or upon completion of the tests by RECIPIENT, to return to DISCLOSER or destroy all unused portions of the SAMPLES.

RECIPIENT and any other persons adopting this Agreement, acknowledge that any disclosure or misappropriation of any INFORMATION in violation of this Agreement may cause DISCLOSER irreparable harm, the amount of which may be difficult to ascertain and, therefore, DISCLOSER shall have the right to a court order restraining any further disclosure or misappropriation and for such other relief as is appropriate. Such right of DISCLOSER is in addition to the remedies otherwise available to DISCLOSER at law or in equity.

DISCLOSER does not warrant the completeness or accuracy of the INFORMATION which may be disclosed under this Agreement.

2. The obligations of paragraph 1 shall not apply with respect to any INFORMATION (A) which was known to RECIPIENT on the date of disclosure by DISCLOSER, or (B) which, through no fault of RECIPIENT, is or becomes published or otherwise comes within the public domain, or (C) otherwise properly becomes available to RECIPIENT from a source other than DISCLOSER, or (D) which is developed by RECIPIENT in the course of its normal activities as demonstrated by its records, without reliance on DISCLOSER's disclosure(s). INFORMATION shall not be deemed within the foregoing exceptions if (i) it is specific and merely embraced by more general information in the public domain or in Recipient's possession or if _____ results from a combination of information pieced to reconstruct the INFORMATION from multiple sources, none of which show the whole combination, its principle of operation and/or method of use.

If RECIPIENT is required by any governmental agency, court or other quasi-judicial or regulatory body to provide any INFORMATION received under this Agreement. RECIPIENT shall not be deemed to be in violation of this Agreement for such disclosure provided that RECIPIENT shall, as promptly as reasonably possible give

-
- notice to the DISCLOSER of the requirement to provide such INFORMATION so that the DISCLOSER, in its discretion, may contest the requirement to provide such INFORMATION.
3. The burden of showing that any of the INFORMATION is not subject to the obligations of Paragraph 1 shall rest with the RECIPIENT
 4. This Agreement shall be effective upon the last date of execution, below, and terminate upon decommissioning of DISCLOSER'S Mexican dicalcium phosphate plant except that RECIPIENT's obligations of confidentiality, nonuse and nondisclosure shall survive an additional ten (10) years from the termination date of this Agreement.
 5. Any disclosure of INFORMATION will be in accord with all governmental regulations including regulations controlling the export of technical data from the United States Department of Commerce.
 6. This Agreement is personal to RECIPIENT and may not be assigned by RECIPIENT without the prior written consent of DISCLOSER, which consent may be withheld for any reason or no reason.
 7. Any invention, discovery, design or improvement which is conceived of, developed or made in the course of or as a result of a business relationship between the parties, shall be owned by the DISCLOSER.
 8. RECIPIENT shall obtain no rights of any kind, other than those expressly provided herein, in any INFORMATION by reason of this Agreement. All INFORMATION remains the property of DISCLOSER.
 9. RECIPIENT is not authorized to take any copies of written material transmitted by DISCLOSER. Upon termination of this Agreement and upon DISCLOSER's request in writing, RECIPIENT agrees to return to DISCLOSER reports, drawings, material flow sheets or other written material transmitted by DISCLOSER to RECIPIENT hereunder, any part of which contains DISCLOSER's INFORMATION as well as any copies or parts thereof in the possession of RECIPIENT.
 10. This Agreement shall be binding upon and inure to the benefit of each of the parties, its successors, legal representatives, and assigns. This Agreement shall be assignable by DISCLOSER. Insofar as RECIPIENT is concerned, it may not be assigned, without the written consent of DISCLOSER.
 11. This Agreement contains the entire agreement of the parties in respect of the subject matter hereof and will be construed in all respects in accordance with the laws of the State of New Jersey.

Acceptance of the above terms shall be indicated by having this letter countersigned by an authorized representative of RECIPIENT and returning one original to the attention of:

Name: Gary L. Ford
Title: Senior Operations Counsel
Rhodia Inc.
Address: CN 7500
Prospect Plains Road
Cranbury, New Jersey 08512

Very truly yours,

RHODIA INC.

By: _____
Name: _____
Title: _____
Date: _____

RHONE-POULENC de MEXICO, S.A. de C.V.

By: _____
Name: _____
Title: _____
Date: _____

AGREED AND ACCEPTED:

MISSION HILLS, S.A. de C.V.

By: /s/ Rafael Torres Lopez _____
Name: RAFAEL TORRES LOPEZ
Title: LEGAL REPRESENTATIVE
Date: JUNE 18th, 1998

ADOPTION BY OFFICERS, CONSULTANTS AND EMPLOYEES OF RECIPIENT

The following persons, who are officers, consultants or employees of RECIPIENT are persons to whom INFORMATION of DISCLOSER will be released. Each of said persons has read this Agreement in advance of receiving said INFORMATION, hereby adopts it, and agrees to be bound by its terms:

Signature

Date

Typed or Printed Name

Signature

Date

Typed or Printed Name

Signature

Date

Typed or Printed Name

Signature

Date

Typed or Printed Name

Signature

Date

Typed or Printed Name

Signature

Date

Typed or Printed Name

LETTER OF TRANSMITTAL

With respect to the Exchange Offer Regarding the
Floating Rate Senior Notes due 2015 issued by Innophos Investments Holdings, Inc.

THE EXCHANGE OFFER WILL EXPIRE AT 12:00 AM, NEW YORK CITY TIME, ON MARCH 12, 2006

To My Broker or Account Representative:

I, the undersigned, hereby acknowledge receipt of the Prospectus, dated February 13, 2006 (the "Prospectus") of Innophos Investments Holdings, Inc., a Delaware corporation (the "Company") with respect to the Company's exchange offer set forth therein (the "Exchange Offer").

This letter instructs you as to action to be taken by you relating to the Exchange Offer with respect to the Company's Floating Rate Senior Notes due 2015 (the "Old Notes") held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is (FILL IN AMOUNT): \$ _____ of the Old Notes.

With respect to the Exchange Offer, the undersigned hereby instructs you (CHECK APPROPRIATE BOX):

- ☐ TO TENDER the following Old Notes held by you for the account of the undersigned (INSERT PRINCIPAL AMOUNT AT MATURITY OF OLD NOTES TO BE TENDERED, IF ANY): \$ _____
- ☐ NOT TO TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, the undersigned hereby represents for the benefit of the Company that:

1. The undersigned is acquiring the Company's Floating Rate Senior Notes due 2015, for which the Old Notes will be exchanged (the "New Notes"), in the ordinary course of business;
2. The undersigned does not have an arrangement or understanding with any person to participate in the distribution of New Notes;
3. The undersigned is not an "affiliate" as defined under Rule 405 of the Securities Act of 1933, as amended (the "Securities Act"); and
4. The undersigned is not a broker-dealer and does not engage in, and does not intend to engage in, a distribution of the Old Notes or the New Notes.

If the undersigned is a broker-dealer, and acquired the Old Notes as a result of market making activities or other trading activities, the undersigned represents that it will deliver a prospectus meeting the requirements of the Securities Act of 1933, as amended in connection with any resale of New Notes received in respect of such Old Notes pursuant to the Exchange Offer.

The undersigned also authorizes you to:

- (1) confirm that the undersigned has made such representations; and
- (2) take such other action as necessary under the Prospectus to effect the valid tender of such Old Notes.

The undersigned acknowledges that any person participating in the Exchange Offer for the purpose of distributing the New Notes must comply with the registration and prospectus delivery requirements of the

Securities Act in connection with a secondary resale transaction of the New Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in no-action letters that are discussed in the section of the Prospectus entitled “The Exchange Offer.”

Name of beneficial owner(s): _____

Signatures: _____

Name (please print): _____

Address: _____

Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

Date: _____