

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K/A

Current report filing [amend]

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FILER

PACIFIC CHEMICAL INC

CIK: **946737** | IRS No.: **22289444** | State of Incorporation: **DE** | Fiscal Year End: **1231**
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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 3 to

FORM 8-K/A-3

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) January 23, 1997

PACIFIC CHEMICAL, INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other Jurisdiction of Incorporation)

1-13890
(Commission File No.)

22-2894444
(I.R.S. Employer Identification No.)

745 Alexander Road Princeton, New Jersey 08540
(Address of principal executive offices) (zip code)

Registrant's telephone number including area code (609) 514-1600

BUREAU OF ELECTRONIC PUBLISHING, INC.
(Former name if changed since last report)

Item 7. Financial Statements and Exhibits.

This Amendment No. 3 is being filed in order to file certain exhibits in addition to those previously filed with this current report on Form 8-K.

(c) Exhibits

Exhibits 1 - 4 were previously filed.

5 Sales Contract, dated February 9, 1996, by and among Jinan Chemical Fibre Corporation ("JCF") and Pacific Chemical Group Limited ("PCG").

- 6 Supply Contract, dated February 9, 1996, by and among JCF and PCG.
- 7 Lease Agreement, dated February 9, 1996, by and among JCF and PCG.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BUREAU OF ELECTRONIC PUBLISHING, INC.

By: /s/ J. S. Pan

J. S. Pan, Vice President and
Chief Financial Officer

Date: December 18, 1997

Exhibit 5

SALES CONTRACT

Supplying Party: Jinan Chemical Fibre Corporation, China (Party A)
Purchasing Party: Pacific Chemical Group Limited (Party B)

According to Item 1 of Article 17 of the Sino-Foreign Joint Venture Contract, Party B will be responsible for supplying Party A's production raw material Purified Terephthalic Acid (PTA), and Party A will pay for it in a timely manner. After negotiations, the following has been agreed to by both sides:

1. Product: Purified Terephthalic Acid (PTA)
2. Quantity: Party B promises to supply Party A with 69,000 to 74,300 tons of PTA annually as its first priority. (Both sides must provide statements of projected annual supply and demand according to sales.)
3. Quality: The quality of Party B's PTA must meet the standards of the contract that was signed at the time Party B imported the PTA production technology.
4. Product price: Principally, the PTA's price will be decided according to the government's price guidelines.
5. Calculation and settlement:
 - a. Transportation and packing: Transport by pipeline is the main means of transportation, and bagging by the ton is the auxiliary means of transportation.
 - b. Calculation: The amount shown on the computer in Party B's central control room will be regarded as its output. This will be Party A's purchasing amount, after reexamination of this output by Party A.
 - c. Settlement:
 - i. Party A's finance department will pay in time according to its warehouse entry and Party B's value added tax receipt.
 - ii. Party B and Party A will use advance receipt and payment in advance, respectively. Party A will pay three times a month in advance as Party B's advance receipt. The account will be closed at the end of each month.

iii. If Party A meets financial difficulties, it can issue an acceptance bill to settle an account.

6. Responsibilities:

a. If Party A stops production due to a lack of raw materials because Party B stops production unintentionally, Party B will be responsible for any loss.

b. If Party B's production quality does not meet standards and

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affects Party A's product quality, Party B will be responsible for any loss.

c. Party B has the right to stop production if Party A is behind in payments for an extended period of time (more than one month), and Party A will be responsible for any loss due to such an occurrence.

d. Other items not included here will be negotiated.

7. This agreement is an indivisible part of the Sino-Foreign Joint Venture Contract, and has the same legal effect.

8. This contract is valid for 25 years, and it is effective on the day it is signed.

9. This agreement is signed and effective on February 9, 1996.

Party A: Jinan Chemical Fibre Corporation, China
Representative: /s/ Jin Shan

Party B: Pacific Chemical Group Limited
Representative: /s/ Chen Zheng Hao

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Exhibit 6

SUPPLY CONTRACT

Supplying Party: Jinan Chemical Fibre Corporation, China (Party A)
Purchasing Party: Pacific Chemical Group Limited (Party B)

According to Item 2 of Article 14 of the Sino-Foreign Joint Venture Contract, Party A will supply the joint venture company with water, electricity, air, and other required materials and services. After negotiations, the following has been agreed to by both sides:

10. Range of materials and services:
 - a. Electricity (for industrial and lighting use)
 - b. Water: industrial water, first-grade water, second-grade water, and circulating water
 - c. Air: compressed air (including air used for instruments), nitrogen, and steam
11. Supply amount and quality:
 - a. The amount of the above supplies should be enough to satisfy Party B's requirements for normal production (except in situations beyond reasonable control).
 - b. The quality of the above supplies should meet the requirements for producing PTA.
12. The price of the above products are determined on the basis of:
 - a. Actual cost of the products (included in workshop cost)
 - b. Profit considerations
 - c. Tax

[Calculated price formula: actual cost + actual cost * (profit ratio + circulation tax ratio) = settlement price. The price will be adjusted each year by both parties.]
13. Calculation and settlement:
 - a. Party A's calculation department performs all calculations. The figures used for these calculations must first be agreed upon by Party B before they are used to settle accounts.

b. Each month Party B will pay three times in advance according to the projected quantity multiplied by the unit price. The account will be closed at the end of each month (there will be a refund for any overpayment or a supplemental payment for any deficiency).

c. If Party B meets financial difficulties, Party A may subtract from its own product payment.

14. Period:

a. According to Article 39 of the Sino-Foreign Joint Venture Contract, this agreement is valid for 25 years, and can be extended as required.

b. During the joint venture period, without Party A's permission, Party B can neither arbitrarily change the

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usage of materials and services, nor change or add facilities. If the above changes are required, Party B must ask Party A's permission first, and will be responsible for the expenses.

15. Responsibilities:

a. Party A cannot arbitrarily stop supplying the above materials and services (except in situations beyond reasonable control). If Party B stops production because of this, Party A will be responsible for any loss.

b. Party A will be responsible any loss if Party A supplies inferior materials or services that cause Party B to stop production or affect its PTA quality.

16. This agreement is an indivisible part of the Sino-Foreign Joint Venture Contract, and has the same legal effect.

17. This agreement is signed and implemented on February 9, 1996.

Party A: Jinan Chemical Fibre Corporation, China
Representative: /s/ Jin Shan

Party B: Pacific Chemical Group Limited
Representative: /s/ Chen Zheng Hao

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Exhibit 7

LEASE AGREEMENT

Party A: Jinan Chemical Fibre Corporation, China
Party B: Pacific Chemical Group Limited

According to Item 1 of Article 14 of the Sino-Foreign Joint Venture Contract, the joint venture company will lease from Party A space, factory buildings, and some equipment. After negotiations, the following has been agreed to by both parties:

1. Party A will supply factory buildings with a total area of 13,294 square meters for 25 years, starting the day on which the joint venture company's license is issued.
2. The annual rent per square meter for space is Rmb 9.43. The annual rent per square meter for factory buildings is Rmb 14.70. The above rent will not change within five years, but will be negotiable after five years. The rent will be paid once a month in a timely manner.
3. The joint venture company will pay land use taxes according to government regulations.
4. During the lease period, the joint venture company cannot arbitrarily add or change facilities. If an addition or change is required, it can only be done with Party A's agreement, and the expenses will be paid by the joint venture company (Party B). When the lease contract is over, the addition or change cannot be canceled and will be transferred without payment to Party A.
5. The total value of the equipment leased by the joint venture company is equal to Rmb 201,334,100. The lease price is Rmb 2,686,000 per month.
6. During the lease period, the joint venture company will be responsible for repairing the production equipment and special supplementary facilities supplied by Party A. The joint venture company will also be responsible for all the expenses.
7. This agreement is an indivisible part of the Sino-Foreign Joint Venture Contract, and has the same legal effect.
8. This agreement is signed on February 9, 1996.

Attachments

9. Drawing and introduction of leased space and buildings

10. List of leased production equipment and special supplementary facilities

Party A: Jinan Chemical Fibre Corporation, China
Representative: /s/ Jin Shan

Party B: Pacific Chemical Group Limited
Representative: /s/ Chen Zheng Hao