

*D.J. Townsend -
Pls witness & return
To Customer -
THX*



PLAINTIFF'S EXHIBIT

CEL-1213

HOUSTON PLANT
BATTLEGROUND ROAD

October 4, 1974

Exxon Company, U.S.A.
Division of Exxon Corporation
2200 South Post Oak Road
Suite 402, Post Oak Bank Building
Houston, Texas 77027

Attention: Mr. R. L. Williams

Re: Celanese Plastics Company
Purchase Order Contract No.
070-074-71-4, for Iso Butane
with Exxon Company, U.S.A.,
Dated December 31, 1973, as
supplemented

Product Sales Agreement Between
Celanese Plastics Company and Exxon
Company, U.S.A. Dated January 20,
1974, as amended May 9, 1974 and
June 14, 1974

Gentlemen:

As announced in the press on September 25, Celanese Corporation and Solvay & Cie, S.A. have reached an agreement in principle for the sale by Celanese of its high density polyethylene (HD-PE) business, including its HD-PE manufacturing operations at Deer Park, Texas. We expect that the sale will take place during October 1974. I shall continue as Plant Manager, and Solvay has asked all of the employees to continue working at the plant in the employ of Solvay.

It is proposed that effective as of the date of sale Solvay be substituted for Celanese in all respects under the agreements with you referred to above, with no other changes or variations whatever, and with Solvay having the same rights, obligations and duties that we have thereunder. Since Celanese will not, after such sale, continue to engage in the HD-PE business, and since Solvay will become the owner of our Deer Park plant, we believe that it is proper for Solvay to be substituted for Celanese under the agreement.

Accordingly, we enclose for execution by you an agreement providing for the substitution of Solvay for Celanese under the agreements referred to above. You will observe that the forms provide that such substitution shall take place only upon the effective date of our sale to Solvay. It is expressly provided in that Substitution Agreement that the agreements between your company and Celanese will continue until the sale is completed, at which time Solvay will automatically be substituted for us under said agreements which will continue in effect.

The enclosed Substitution Agreement provides that, if the sale by Celanese is actually made to a wholly-owned subsidiary of Solvay, rather than to Solvay directly, then that subsidiary will be the company that is actually substituted for Celanese under the present agreements with you, provided Solvay guarantees full performance of such subsidiary under the agreements Celanese now has with your company.

If the enclosed Substitution Agreement is acceptable, please secure execution in triplicate and return all executed copies to me in the enclosed return envelope. Celanese and Solvay (and its subsidiary if the sale is to its subsidiary) will then execute the Substitution Agreement and date the same although the substitution of Solvay or its subsidiary for Celanese will become effective only when and if the contemplated sale to Solvay or its subsidiary actually occurs. Promptly after execution by Celanese and Solvay, we will send fully executed copies to you. If you have any questions regarding the matter, or if you desire to discuss it further with me, please call.

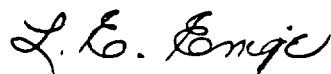
Solvay is a diversified chemical manufacturer with headquarters in Brussels, Belgium. Its net sales in 1973, according to its annual report, were equal to U.S.\$1.5 billion. Should you wish further information about Solvay, please let me know and I shall arrange to have them send you their annual report.

Both Solvay and Celanese hope to complete the sale at the earliest possible date, and we will notify you promptly when the sale is completed. Since there is a vast number of details which must be handled to complete the sale as scheduled, your cooperation and prompt return of the enclosed agreement will be greatly appreciated.

Yours very truly,

CELANESE PLASTICS COMPANY, a
division of Celanese Corporation

By



L. E. Emge, Plant Manager

LEE:lm
Encls.

015483

Brown & Root, Inc. Post Office Box Three, Houston, Texas 77001

Thomas J. Feehan
Senior Group Vice President

(713) 676-4362



October 10, 1974

Celanese Plastics Company
Box 1000
Deer Park, Texas 77536

Attention: Mr. L. E. Emge

Gentlemen:

We are returning three (3) executed copies of the Substitution Agreement designating Solvay's anticipated ownership of the Deer Park plant. We see no problems in this action but do request that you notify us in writing as to the exact date of sale.

We are looking forward to meeting the Solvay people and wish them and our many friends at your plant much success in this new association.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'T. J. Feehan'.

T. J. Feehan

TJF:so

Enclosures

015484

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S. A. (hereinafter referred to as "Solvay"), and Brown & Root, Inc. (hereinafter referred to as "Brown & Root"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Brown & Root agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract:

That certain construction contract
between Celanese Corporation and Brown &
Root, Inc. dated December 6, 1973, as
amended,

insofar, but only insofar, as such contract covers construction work at the Celanese Plastics Company Deer Park, Texas, plant sold to Solvay, and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby insofar as said Deer Park, plant is concerned immediately prior to such substitution.

2. Upon the partial substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract insofar as it applies to construction work at said Deer Park plant, but insofar as it covers all other Celanese plants in Texas covered thereby the same shall remain in full force and effect.

3. Except as provided in Sections 1 and 2 above, the partial substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

015485

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Brown & Root the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Brown & Root have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

BROWN & ROOT, INC.

ATTEST:

Teris H. Johnson
amh
Secretary

By *J. J. Feehan*
SENIOR GROUP VICE President *OK*

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S. A. (hereinafter referred to as "Solvay"), and Brown & Root, Inc. (hereinafter referred to as "Brown & Root"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Brown & Root agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract:

That certain construction contract
between Celanese Corporation and Brown &
Root, Inc. dated December 6, 1973, as
amended,

insofar, but only insofar, as such contract covers construction work at the Celanese Plastics Company Deer Park, Texas, plant sold to Solvay, and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby insofar as said Deer Park, plant is concerned immediately prior to such substitution.

2. Upon the partial substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract insofar as it applies to construction work at said Deer Park plant, but insofar as it covers all other Celanese plants in Texas covered thereby the same shall remain in full force and effect.

3. Except as provided in Sections 1 and 2 above, the partial substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

" This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

015487

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Brown & Root the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Brown & Root have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

BROWN & ROOT, INC.

ATTEST:

Laurie V. Johnson
ash Secretary

By *J. J. Freeman*
SENIOR GROUP Vice President

OK *RM*

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S. A. (hereinafter referred to as "Solvay"), and Brown & Root, Inc. (hereinafter referred to as "Brown & Root"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Brown & Root agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract:

That certain construction contract
between Celanese Corporation and Brown &
Root, Inc. dated December 6, 1973, as
amended,

--
insofar, but only insofar, as such contract covers construction work at the Celanese Plastics Company Deer Park, Texas, plant sold to Solvay, and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby insofar as said Deer Park, plant is concerned immediately prior to such substitution.

2. Upon the partial substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract insofar as it applies to construction work at said Deer Park plant, but insofar as it covers all other Celanese plants in Texas covered thereby the same shall remain in full force and effect.

3. Except as provided in Sections 1 and 2 above, the partial substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

015489

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Brown & Root the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Brown & Root have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

BROWN & ROOT, INC.

ATTEST:

Louis L. Johnson
Assistant Secretary

By *J. J. Seelman*
SENIOR GROUP Vice President

O/L
Jm

Date: 10/18/74

Memo From: O. I. TOWNSEND

To: MR. C. E. JEWETT

Dud —

ATTACHED ARE THE
DUPLICATED COPIES OF THE
"SUBSTITUTION AGREEMENT."

THANKS,
Olin

015491

Industrial

SECURITY SERVICES CORPORATION

10 October 1974

201 MAIN STREET
HOUSTON, TEXAS 77002

Mr. L. E. Emge, Plant Manager
Celanese Plastics Company
P. O. Box 1000
Deer Park, Texas 77536

Dear Mr. Emge:

SUBJECT: SECURITY CONTRACT BETWEEN INDUSTRIAL SECURITY SERVICES CORPORATION
AND CELANESE PLASTICS COMPANY DATED OCTOBER 1, 1969, AS AMENDED

Pursuant to instructions set forth in your letter of transmittal, we are enclosing herewith three (3) executed copies of "Substitution Agreement" related to the above subject Security Contract dated October 1, 1969, as amended.

Secondly, it is pointed out that a correction in this Corporation's name has been made in said Substitution Agreement and initialed signifying said change.

We hope this Agreement is now in accord with Celanese desires.

Very truly yours,

INDUSTRIAL SECURITY SERVICES CORPORATION

E. B. Olive
President

EBO/nh

Encls.

015492

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Industrial Security & Services Corporation (hereinafter referred to as "Industrial"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Industrial agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain security contract between Celanese Plastics Company, a division of Celanese Corporation, and Industrial Security & Services Corporation dated October 1, 1969, as amended by letters dated February 12, 1973, July 25, 1974 and August 5, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and conditions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Industrial the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Industrial have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

^{E.B.O.}
INDUSTRIAL SECURITY SERVICES CORPORATION

ATTEST:

M. A. Ruckh
Secretary

By *E. B. Oline*
President

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Industrial Security & Services Corporation (hereinafter referred to as "Industrial"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Industrial agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain security contract between Celanese Plastics Company, a division of Celanese Corporation, and Industrial Security & Services Corporation dated October 1, 1969, as amended by letters dated February 12, 1973, July 25, 1974 and August 5, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Industrial the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Industrial have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

INDUSTRIAL SECURITY SERVICES CORPORATION

ATTEST:

Ma. Ruching
Secretary

By *E. B. Oline*
President

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Industrial Security & Services Corporation (hereinafter referred to as "Industrial"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Industrial agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain security contract between Celanese Plastics Company, a division of Celanese Corporation, and Industrial Security & Services Corporation dated October 1, 1969, as amended by letters dated February 12, 1973, July 25, 1974 and August 5, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby, immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Industrial the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Industrial have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

INDUSTRIAL SECURITY SERVICES CORPORATION

ATTEST:

M. A. Rueblich
Secretary

By *E. B. Oelene*
President

CHANNEL SERVICES, INC.

(713) 623-4370
P. O. BOX 22226
HOUSTON, TEXAS 77027

October 16, 1974

Celanese Plastics Company
Box 1000
Deer Park, Texas 77536

Attention: L. E. Emge
Plant Manager

Reference: Production and Service Agreement Between Celanese Plastics
Company and Channel Services, Inc. Dated July 1, 1970, as
Amended

Gentlemen:

Enclosed is executed agreement providing for the substitution
of Solvay for Celanese under the agreement referred to above.

Very truly yours,

CHANNEL SERVICES, INC.



Joe S. Mundy
President

JSM:BH
Enclosure

015499

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Channel Services, Inc. (hereinafter referred to as "Channel"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Channel agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain production and service agreement between Celanese Plastics Company, a division of Celanese Corporation, and Channel Services, Inc. dated July 1, 1970, as amended

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Channel the full and faithful performance and observance of the contract by its wholly-owned subsidiary. In connection with the foregoing, Solvay hereby waives notice to it of any default in, breach or non-performance of, any terms of said contract by such subsidiary, and further Solvay agrees that any of the terms and provisions of said contract may be altered, deleted or added to in any manner by agreement between such subsidiary and Channel all without notice to, or the consent of, Solvay, without in any way affecting or releasing Solvay's obligations under the aforesaid guaranty.

IN WITNESS WHEREOF, Celanese, Solvay and Channel have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

CHANNEL SERVICES, INC.

ATTEST:

By Joe S. Mundy
President

Julian L. Shapiro
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Channel Services, Inc. (hereinafter referred to as "Channel"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Channel agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain production and service agreement between Celanese Plastics Company, a division of Celanese Corporation, and Channel Services, Inc. dated July 1, 1970, as amended

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject to and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Channel the full and faithful performance and observance of the contract by its wholly-owned subsidiary. In connection with the foregoing, Solvay hereby waives notice to it of any default in, breach or non-performance of, any terms of said contract by such subsidiary, and further Solvay agrees that any of the terms and provisions of said contract may be altered, deleted or added to in any manner by agreement between such subsidiary and Channel all without notice to, or the consent of, Solvay, without in any way affecting or releasing Solvay's obligations under the aforesaid guaranty.

IN WITNESS WHEREOF, Celanese, Solvay and Channel have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

CHANNEL SERVICES, INC.

ATTEST:

By Joe S. Mundy
President

Julian L. Shapiro
Assistant Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Channel Services, Inc. (hereinafter referred to as "Channel"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Channel agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain production and service agreement between Celanese Plastics Company, a division of Celanese Corporation, and Channel Services, Inc. dated July 1, 1970, as amended

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Channel the full and faithful performance and observance of the contract by its wholly-owned subsidiary. In connection with the foregoing, Solvay hereby waives notice to it of any default in, breach or non-performance of, any terms of said contract by such subsidiary, and further Solvay agrees that any of the terms and provisions of said contract may be altered, deleted or added to in any manner by agreement between such subsidiary and Channel all without notice to, or the consent of, Solvay, without in any way affecting or releasing Solvay's obligations under the aforesaid guaranty.

IN WITNESS WHEREOF, Celanese, Solvay and Channel have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

CHANNEL SERVICES, INC.

ATTEST:

By Joe S. Mundy
President

Arthur L. Shapiro
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 1, 1964, between Celanese Corporation (hereinafter referred to as "Celanese") and Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), Channel Services, Inc. (hereinafter referred to as "Channel Services"), (hereinafter referred to as "Channel")

W I T N E S S E

WHEREAS, Celanese and Solvay have entered into a principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene business, including the HD-PE manufacturing plant at Deer Park, Texas; and

WHEREAS, the parties hereto desire to assign to Solvay (or a wholly-owned subsidiary of Solvay) with Solvay's guarantee of performance) all rights, interests and obligations of Celanese, and be substituted thereunder under the hereinafter described contract

NOW, THEREFORE, in consideration of the sum of \$100,000.00, the agreements herein contained, Celanese and Solvay agree as follows:

1. Effective upon, but only upon the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including all operations, of Celanese at Deer Park, Texas, of which are herein called the "Sale Date", Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following de-

That certain production and sales agreement between Celanese Plastic Products, Inc., a division of Celanese Corporation and Channel Services, Inc. dated June 1, 1964, as amended

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights, interests and obligations of Celanese thereunder, shall be obligated to perform all obligations and duties of Celanese thereunder and be bound by all terms and conditions thereof to the same extent that Celanese is bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Channel the full and faithful performance and observance of the contract by its wholly-owned subsidiary. In connection with the foregoing, Solvay hereby waives notice to it of any default in, breach or non-performance of, any terms of said contract by such subsidiary, and further Solvay agrees that any of the terms and provisions of said contract may be altered, deleted or added to in any manner by agreement between such subsidiary and Channel all without notice to, or the consent of, Solvay, without in any way affecting or releasing Solvay's obligations under the aforesaid guaranty.

IN WITNESS WHEREOF, Celanese, Solvay and Channel have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

CHANNEL SERVICES, INC.

ATTEST:

By Joe S. Mundy
President

Justin L. Shapiro
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and W. R. Biles & Associates, Inc. (hereinafter referred to as "Biles"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Biles agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

Celanese Plastics Company Purchase Order
Number 070-074-20720-1, dated 2-2-72 for
application engineering and special software
services, hereinafter referred to as the
"contract",

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract; provided however Celanese shall continue to be obligated under the confidentiality and non use provision of such contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Biles the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Biles have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

W. R. BILES & ASSOCIATES, INC.

ATTEST:

By William R. Biles
PRESIDENT

H. J. Sellars
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and W. R. Biles & Associates, Inc. (hereinafter referred to as "Biles"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Biles agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

Celanese Plastics Company Purchase Order
Number 070-074-20720-1, dated 2-2-72 for
application engineering and special software
services, hereinafter referred to as the
"contract",

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract; provided however Celanese shall continue to be obligated under the confidentiality and non use provision of such contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Biles the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Biles have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

W. R. BILES & ASSOCIATES, INC.

ATTEST:

By William R. Biles
PRESIDENT

H. L. Sellars
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and W. R. Biles & Associates, Inc. (hereinafter referred to as "Biles"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Biles agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

Celanese Plastics Company Purchase Order
Number 070-074-20720-1, dated 2-2-72 for
application engineering and special software
services, hereinafter referred to as the
"contract",

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract; provided however Celanese shall continue to be obligated under the confidentiality and non use provision of such contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Biles the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Biles have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

W. R. BILES & ASSOCIATES, INC.

ATTEST:

By William Biles
PRESIDENT

H.L. Sellers
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Texas Alkyls, Inc. (hereinafter referred to as "Texas Alkyls"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Texas Alkyls agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts :

(a) That certain license agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc., dated May 25, 1959, for pipeline use and water purposes;

(b) That certain nitrogen pipeline agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated July 22, 1963, as amended;

(c) That certain hydrogen pipeline agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated May 19, 1970; and

(d) That certain diethyl aluminum ethoxide purchase order contract No. 070-074-10-4, between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated August 27, 1974;

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Texas Alkyls the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Texas Alkyls have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

TEXAS ALKYLs, INC.

ATTEST:

By *R. H. [Signature]*

A. V. L. [Signature]
ant. Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Texas Alkyls, Inc. (hereinafter referred to as "Texas Alkyls"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Texas Alkyls agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts :

(a) That certain license agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc., dated May 25, 1959, for pipeline use and water purposes;

(b) That certain nitrogen pipeline agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated July 22, 1963, as amended;

(c) That certain hydrogen pipeline agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated May 19, 1970; and

(d) That certain diethyl aluminum ethoxide purchase order contract No. 070-074-10-4, between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated August 27, 1974;

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Texas Alkyls the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Texas Alkyls have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

TEXAS ALKYLs, INC.

ATTEST:

By *R. H. Chiles*

A. V. R. Deben
Asst. Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Texas Alkyls, Inc. (hereinafter referred to as "Texas Alkyls"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Texas Alkyls agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts:

(a) That certain license agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc., dated May 25, 1959, for pipeline use and water purposes;

(b) That certain nitrogen pipeline agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated July 22, 1963, as amended;

(c) That certain hydrogen pipeline agreement between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated May 19, 1970; and

(d) That certain diethyl aluminum ethoxide purchase order contract No. 070-074-10-4, between Celanese Plastics Company, a division of Celanese Corporation, and Texas Alkyls, Inc. dated August 27, 1974;

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Texas Alkyls the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Texas Alkyls have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

TEXAS ALKYLs, INC.

ATTEST:

By R.H. Anderson

A.V. Deeken
Asst. Secretary



PHILLIPS PETROLEUM COMPANY
BARTLESVILLE, OKLAHOMA 74004 918 681-6600

CHEMICALS GROUP
Petrochemical and Supply Division

October 16, 1974

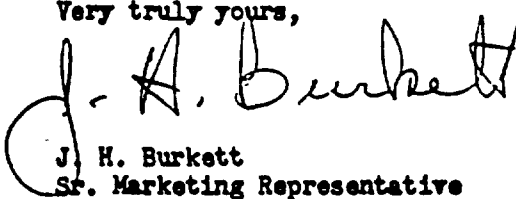
Substitution Agreement
JHB-162-74

Mr. L. E. Enge
Celanese Plastics Company
Box 1000
Deer Park, Texas 77536

Dear Mr. Enge:

Enclosed are three fully executed copies of the Substitution Agreement. The agreement is to become effective "upon, but only upon, the completion of the sale by Celanese to Solvay" but the agreement is not clear as to whether Celanese or Solvay is obligated to pay Phillips for product delivered up to the effective date. I assume that Celanese will remain liable for these payments and therefore you will note the modification at the end of paragraph 2 at the top of page 2.

Very truly yours,


J. H. Burkett
Sr. Marketing Representative

JHB:bak

Encl.

015520

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Phillips Petroleum Company (hereinafter referred to as "Phillips"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Phillips agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts:

(a) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-64-4, for commercial grade N-pentane, to Phillips Petroleum Company dated December 26, 1973, as supplemented by supplements dated January 23, 1974, February 25, 1974, and April 4, 1974;

(b) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-82-4, for iso butane, with Phillips Petroleum Company dated December 26, 1973, as supplemented January 24, 1974; and

(c) That certain Sales Agreement between Celanese Plastics Company, a division of Celanese Corporation, and Phillips Petroleum Company, dated July 15, 1974, for purchase of cyclohexane;

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts. *See ~~INSERT~~ below signatures.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Phillips the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Phillips have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

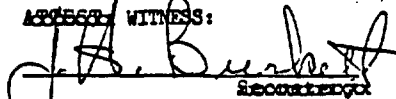
ATTEST:

By _____
Vice President

Secretary

PHILLIPS PETROLEUM COMPANY

ATTEST: WITNESS:



Secretary

By R. M. Lader
Marketing Manager

Handwritten initials

*~~INSERT~~ -"; provided, however, Celanese shall remain liable to Phillips for payment of any sums due or to become due for product delivered by Phillips to Celanese under the above described contracts prior to the time of this substitution Agreement becomes effective."

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Phillips Petroleum Company (hereinafter referred to as "Phillips"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Phillips agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts:

(a) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-64-4, for commercial grade N-pentane, to Phillips Petroleum Company dated December 26, 1973, as supplemented by supplements dated January 23, 1974, February 25, 1974, and April 4, 1974;

(b) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-82-4, for iso butane, with Phillips Petroleum Company dated December 26, 1973, as supplemented January 24, 1974; and

(c) That certain Sales Agreement between Celanese Plastics Company, a division of Celanese Corporation, and Phillips Petroleum Company, dated July 15, 1974, for purchase of cyclohexane;

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese was thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts. *See INSERT below signatures.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Phillips the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Phillips have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

~~Secretary~~

PHILLIPS PETROLEUM COMPANY

By R. M. Leader
Marketing Manager

ATTEST: WITNESS:

J. H. Burkett
Secretary

*INSERT --; provided, however, Celanese shall remain liable to Phillips for payment of any sums due or to become due for product delivered by Phillips to Celanese under the above described contracts prior to the time of this substitution Agreement becomes effective."

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Phillips Petroleum Company (hereinafter referred to as "Phillips"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Phillips agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts:

(a) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-64-4, for commercial grade N-pentane, to Phillips Petroleum Company dated December 26, 1973, as supplemented by supplements dated January 23, 1974, February 25, 1974, and April 4, 1974;

(b) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-82-4, for iso butane, with Phillips Petroleum Company dated December 26, 1973, as supplemented January 24, 1974; and

(c) That certain Sales Agreement between Celanese Plastics Company, a division of Celanese Corporation, and Phillips Petroleum Company, dated July 15, 1974, for purchase of cyclohexane;

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts. *See ~~INSERT~~ below signature.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Phillips the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Phillips have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

PHILLIPS PETROLEUM COMPANY

By R. M. Leader
Marketing Manager

~~SECRET~~

J. A. Burkett
~~SECRET~~

*~~INSERT~~ -; provided, however, Celanese shall remain liable to Phillips for payment of any sums due or to become due for product delivered by Phillips to Celanese under the above described contracts prior to the time of this substitution Agreement becomes effective."

SAN JACINTO MAINTENANCE, INC.

(713) 623-4370
P. O. BOX 22226
HOUSTON, TEXAS 77027

October 16, 1974

Celanese Plastics Company
Box 1000
Deer Park, Texas 77536

Attention: L. E. Emge
Plant Manager

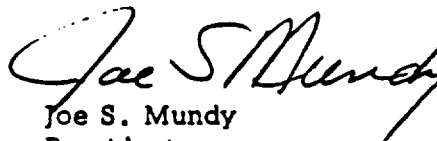
Reference: Maintenance Contract Between Celanese Plastics Company
and San Jacinto Maintenance, Inc., Dated July 1, 1970,
as amended

Gentlemen:

Enclosed is executed agreement providing for the substitution
of Solvay for Celanese under the above referenced Contract.

Very truly yours,

SAN JACINTO MAINTENANCE, INC.



Joe S. Mundy
President

JSM:BH
Enclosure

015527

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and San Jacinto Maintenance, Inc. (hereinafter referred to as "San Jacinto"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and San Jacinto agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain maintenance contract between Celanese Plastics Company, a division of Celanese Corporation, and San Jacinto Maintenance Inc., dated July 1, 1970, as amended

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall likewise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to San Jacinto the full and faithful performance and observance of the contract by its wholly-owned subsidiary. In connection with the foregoing, Solvay hereby waives notice to it of any default in, breach or non-performance of, any terms of said contract by such subsidiary, and further Solvay agrees that any of the terms and provisions of said contract may be altered, deleted or added to in any manner by agreement between such subsidiary and San Jacinto all without notice to, or the consent of, Solvay, without in any way affecting or releasing Solvay's obligations under the aforesaid guaranty.

IN WITNESS WHEREOF, Celanese, Solvay and San Jacinto have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

SAN JACINTO MAINTENANCE, INC.

ATTEST:

By Joe S. Mundy

Julian L. Shapiro
Asst. Secretary

015529

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and San Jacinto Maintenance, Inc. (hereinafter referred to as "San Jacinto"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and San Jacinto agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain maintenance contract between Celanese Plastics Company, a division of Celanese Corporation, and San Jacinto Maintenance Inc., dated July 1, 1970, as amended

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be substituted and bound by all the terms and provisions thereof to the extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to San Jacinto the full and faithful performance and observance of the contract by its wholly-owned subsidiary. In connection with the foregoing, Solvay hereby waives notice to it of any default in, breach or non-performance of, any terms of said contract by such subsidiary, and further Solvay agrees that any of the terms and provisions of said contract may be altered, deleted or added to in any manner by agreement between such subsidiary and San Jacinto all without notice to, or the consent of, Solvay, without in any way affecting or releasing Solvay's obligations under the aforesaid guaranty.

IN WITNESS WHEREOF, Celanese, Solvay and San Jacinto have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

SAN JACINTO MAINTENANCE, INC.

ATTEST:

By Joe S. Mundy

Arthur L. Shapiro
Asst. Secretary

015531

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and San Jacinto Maintenance, Inc. (hereinafter referred to as "San Jacinto"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and San Jacinto agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain maintenance contract between Celanese Plastics Company, a division of Celanese Corporation, and San Jacinto Maintenance Inc., dated July 1, 1970, as amended

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to San Jacinto the full and faithful performance and observance of the contract by its wholly-owned subsidiary. In connection with the foregoing, Solvay hereby waives notice to it of any default in, breach or non-performance of, any terms of said contract by such subsidiary, and further Solvay agrees that any of the terms and provisions of said contract may be altered, deleted or added to in any manner by agreement between such subsidiary and San Jacinto all without notice to, or the consent of, Solvay, without in any way affecting or releasing Solvay's obligations under the aforesaid guaranty.

IN WITNESS WHEREOF, Celanese, Solvay and San Jacinto have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S. A.

ATTEST:

By _____
Vice President

Secretary

SAN JACINTO MAINTENANCE, INC.

ATTEST:

By Joe S. Mundy

Judith L. Shapiro
Asst. Secretary

015533



WATER MANAGEMENT DIVISION CALGON CORPORATION 3925-D DACOMA HOUSTON, TEXAS 77018 (713) 681-5426

October 22, 1974

Celanese Plastics Company
P. O. Box 1000
Deer Park, Texas 77536

Attention: Mr. L. E. Emge
Plant Manager

Subject: Contract Between Celanese Corporation and
Calgon Corporation (formerly Hall Laboratories)
Dated January 2, 1957, for Boiler Water
Continuing Service

Gentlemen:

As requested in Mr. Emge's letter of October 4, 1974, attached are executed copies of the agreement providing for the substitution of Solvay for Celanese.

When these documents are completely executed, we would request that three signed copies be returned to us.

Calgon looks forward to serving you in the future as we have in the past.

Very truly yours,

CALGON CORPORATION

W. E. PFEIFFER
District Manager
Water Management Division

WEP/dj

Att.

HALL LABORATORIES

015534

1

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Calgon Corporation (hereinafter referred to as "Calgon"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Calgon agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain contract between Celanese Corporation and Calgon Corporation (formerly Hall Laboratories) dated January 2, 1957, for boiler-water containing service

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Calgon the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Calgon have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

CALGON CORPORATION

ATTEST:

By W. J. Ruse

J. P. Morris
and Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Calgon Corporation (hereinafter referred to as "Calgon"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Calgon agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

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2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

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5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Calgon the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Calgon have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

CALGON CORPORATION

ATTEST:

By W. J. Rose

J. M. Morris
Asst. Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Calgon Corporation (hereinafter referred to as "Calgon"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Calgon agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain contract between Celanese Corporation and Calgon Corporation (formerly Hall Laboratories) dated January 2, 1957, for boiler-water containing service

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof in so far as extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Calgon the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Calgon have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

CALGON CORPORATION

ATTEST:

By W. J. Kelle

J. M. Morris
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Calgon Corporation (hereinafter referred to as "Calgon"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Calgon agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain contract between Celanese Corporation and Calgon Corporation (formerly Hall Laboratories) dated January 2, 1957, for boiler-water containing service

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent as Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Calgon the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Calgon have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

CALGON CORPORATION

ATTEST:

By W. J. Reese

J. M. Minnis
and. Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Wanda Petroleum Company (hereinafter referred to as "Wanda"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Wanda agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain Contract No. 5155-02-11 for iso butane between Celanese Plastics Company, a division of Celanese Corporation, and Wanda Petroleum Company, dated September 5, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Wanda the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Wanda have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

WANDA PETROLEUM COMPANY

ATTEST:

By *Michael R. Johnson*

Rose M. Jarrits
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Wanda Petroleum Company (hereinafter referred to as "Wanda"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Wanda agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

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3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Wanda the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Wanda have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

WANDA PETROLEUM COMPANY

ATTEST:

By Michael R. Johnson

Rose M. Lewis
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Wanda Petroleum Company (hereinafter referred to as "Wanda"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Wanda agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

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IN WITNESS WHEREOF, Celanese, Solvay and Wanda have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

WANDA PETROLEUM COMPANY

ATTEST:

By Michael R. Hansen

Rose M. Ferris
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Wanda Petroleum Company (hereinafter referred to as "Wanda"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Wanda agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

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iso butane between Celanese Plastics Company, a
division of Celanese Corporation, and Wanda
Petroleum Company, dated September 5, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be to and bound by all the terms and provisions thereof to the extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

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5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Wanda the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Wanda have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

WANDA PETROLEUM COMPANY

ATTEST:

Ray M. Smith
Secretary

By Michael R. Johnson

ETHYL CORPORATION

INDUSTRIAL CHEMICALS DIVISION

ETHYL TOWER, 451 FLORIDA

BATON ROUGE, LOUISIANA 70801

October 22, 1974

Mr. L. E. Emge, Plant Manager
Celanese Plastics Company
Box 1000
Deer Park, Texas 77536

Re: Hexene-1 Contract Between Celanese Plastics
Company and Ethyl Corporation, dated December 3, 1973,
as amended for Various Price Increases

Dear Mr. Emge:

In response to your letter of October 4, we are pleased to enclose three (3) signed copies of the agreement which authorizes the transfer of the above contract from Celanese Plastics to Solvay. We would also like to point out that since this contract terminates December 31, 1974, we would be pleased to negotiate a new Hexene-1 contract between Ethyl and Solvay covering their 1975 requirements.

Any questions regarding these contracts should be referred to our Region Manager, J. B. Jarman, at Ethyl Corporation in Houston.

Very truly yours,



S. A. Harris
Manager of Administration

SAH:gr

Enclosures

015551

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Ethyl Corporation (hereinafter referred to as "Ethyl"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Ethyl agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain hexene contract between Celanese Plastics Company, a division of Celanese Corporation, and Ethyl Corporation, dated December 3, 1973, as amended for various price increases

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder; shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

015552

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Ethyl the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Ethyl have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

ETHYL CORPORATION

~~ATTEST:~~

By [Signature] *my*
[Signature]
General Sales Manager

Secretary

015553

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Ethyl Corporation (hereinafter referred to as "Ethyl"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Ethyl agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain hexene contract between Celanese Plastics Company, a division of Celanese Corporation, and Ethyl Corporation, dated December 3, 1973, as amended for various price increases

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

015554

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Ethyl the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Ethyl have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

ETHYL CORPORATION

~~ATTEST:~~

By W. A. Rees *am*
General Sales Manager

Secretary

015555

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Ethyl Corporation (hereinafter referred to as "Ethyl"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Ethyl agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

That certain hexene contract between Celanese Plastics Company, a division of Celanese Corporation, and Ethyl Corporation, dated December 3, 1973, as amended for various price increases

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Ethyl the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Ethyl have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

ETHYL CORPORATION

~~ATTEST:~~

Secretary

By *[Signature]* *copy*
General Sales Manager

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Exxon Company, U.S.A., a division of Exxon Corporation (hereinafter referred to as "Exxon"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Exxon agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts:

(a) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-71-4 for iso butane with Exxon Company, U.S.A., a division of Exxon Corporation, dated December 31, 1973, as supplemented by Supplement 1, dated February 13, 1974, Supplement 2, dated May 8, 1974, Supplement 3, dated May 15, 1974, and Supplement 4, dated June 24, 1974; and

(b) That certain Product Sales Agreement between Celanese Plastics Company, a division of Celanese Corporation, and Exxon Company, U.S.A., a division of Exxon Corporation, dated January 20, 1974, as amended May 9, 1974 and June 14, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Exxon the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Exxon have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

EXXON COMPANY, U.S.A., a
Division of EXXON CORPORATION

ATTEST:

By *William J. Ellis JR*

Secretary

D. S. Townsend

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Exxon Company, U.S.A., a division of Exxon Corporation (hereinafter referred to as "Exxon"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Exxon agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts:

(a) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-71-4 for iso butane with Exxon Company, U.S.A., a division of Exxon Corporation, dated December 31, 1973, as supplemented by Supplement 1, dated February 13, 1974, Supplement 2, dated May 8, 1974, Supplement 3, dated May 15, 1974, and Supplement 4, dated June 24, 1974; and

(b) That certain Product Sales Agreement between Celanese Plastics Company, a division of Celanese Corporation, and Exxon Company, U.S.A., a division of Exxon Corporation, dated January 20, 1974, as amended May 9, 1974 and June 14, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Exxon the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Exxon have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

EXXON COMPANY, U.S.A., a
Division of EXXON CORPORATION

ATTEST:

By *[Signature]*

[Signature]
Secretary

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of October 4, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S.A. (hereinafter referred to as "Solvay"), and Exxon Company, U.S.A., a division of Exxon Corporation (hereinafter referred to as "Exxon"),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contracts;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and Exxon agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contracts:

(a) That certain Celanese Plastics Company Purchase Order Contract No. 070-074-71-4, for iso butane with Exxon Company, U.S.A., a division of Exxon Corporation, dated December 31, 1973, as supplemented by Supplement 1, dated February 13, 1974, Supplement 2, dated May 8, 1974, Supplement 3, dated May 15, 1974, and Supplement 4, dated June 24, 1974; and

(b) That certain Product Sales Agreement between Celanese Plastics Company, a division of Celanese Corporation, and Exxon Company, U.S.A., a division of Exxon Corporation, dated January 20, 1974, as amended May 9, 1974 and June 14, 1974

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is thereto and bound thereby immediately prior to such substitution.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contracts.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contracts shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Exxon the full and faithful performance and observance of the contracts by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Exxon have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

CELANESE CORPORATION

ATTEST:

By _____
Vice President

Secretary

SOLVAY & CIE, S.A.

ATTEST:

By _____
Vice President

Secretary

EXXON COMPANY, U.S.A., a
Division of EXXON CORPORATION

ATTEST:

By *Handwritten Signature*

Handwritten Signature
Secretary



TEXAS AIR CONTROL BOARD.

PHONE 512/451-5711
8520 SHOAL CREEK BOULEVARD

CHARLES R. BARDEN, P. E.
EXECUTIVE DIRECTOR

JOHN L. BLAIR
Chairman

AUSTIN, TEXAS - 78758

July 25, 1974

HERBERT W. WHITNEY, P.E.
Vice-Chairman

ALBERT W. HARTMAN, JR., M.D.
E.W. ROBINSON, P.E.
CHARLES R. JAYNES
JAMES D. ABRAMS, P.E.
FRED HARTMAN
WILLIE L. ULICH, Ph.D., P.E.
JOE C. BRIDGEFARMER, P.E.

Mr. L. E. Emge, Plant Manager
CELANESE PLASTICS COMPANY
P. O. Box 1000
Deer Park, Texas 77536

Re: Permit No. R- 687
Polyethylene Conveying System
Deer Park, Harris County, Texas

Dear Mr. Emge:

An operating permit for your new facility is enclosed. We appreciate your cooperation in sending us the necessary information to evaluate your proposed facility.

Thank you for your interest and cooperation in air pollution control.

Yours very truly,


Charles R. Barden, P.E.
Executive Director
Texas Air Control Board

cc: Mr. Lloyd Stewart, Regional Supervisor, Houston
Walter A. Quebedeaux, Jr., Ph.D., Director
Harris County Pollution Control Dept., Pasadena

015564



TEXAS AIR CONTROL BOARD

AN OPERATING PERMIT
IS HEREBY ISSUED TO

CELANESE PLASTICS COMPANY

AUTHORIZING OPERATION OF

Polyethylene Conveying System

WHICH IS LOCATED AT

Deer Park, Harris County, Texas

and which is to be operated in accordance with and subject to the Texas Clean Air Act, as amended (Article 4477-5, VTCS), and all Rules, Regulations and Orders of the Texas Air Control Board. Said operation is subject to any additional or amended rules, regulations and orders of the Board adopted pursuant to the Act, and to all of the following conditions:

1. This permit is non-transferable from person to person or from place to place.
2. Upon request by the Executive Director of the Texas Air Control Board, the holder of this permit shall make sufficient stack sampling analyses, or other tests, to prove satisfactory equipment performance. All sampling and testing procedures shall be approved by the Executive Director and coordinated with the regional representatives of the Texas Air Control Board.
3. The facilities covered by this permit shall not be operated unless all associated air pollution abatement equipment is maintained in good working order and operating properly during normal facility operations.
4. Special Provisions:

See attachment labeled "Special Provisions R-687," 1-3

Acceptance of this permit constitutes an acknowledgement and agreement that the holder will comply with all Rules, Regulations and Orders of the Board issued in conformity with the Act and the conditions precedent to the granting of this permit.

PERMIT NO. R- 687 DATE July 25, 1974

Chris R. Bader

EXECUTIVE DIRECTOR
TEXAS AIR CONTROL BOARD

[Signature]

(Director, Control & Prevention)

015565

Special Provisions

R-687

1. Emissions from this facility must not be excessive as determined by the Executive Director of the Texas Air Control Board. If emissions are determined to be excessive, the holder of this permit may be required to implement additional emission reduction measures acceptable to the Executive Director.
2. The flare serving this facility must be operated such that the emission from the flare is smokeless. Celanese Plastics Company must install automatic controls on the steam supply to the flare-tip if the Executive Director of the Texas Air Control Board determines that the requirement of this provision is not being met.
3. Source No. 9, polyethylene drier exhaust gas, must comply with Regulation V by May 31, 1975.

015566

015567

SECTION B

(Matters to be excepted from policy coverage)

Item 1. All liens, covenants, conditions, reservations or other matters affecting title to land herein above described, recognized or created in the deed to the Purchaser.

Item 2. All restrictive covenants affecting the property. None of record.

Item 3. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

Item 4. Taxes for the year 1974 and subsequent years not yet due and payable.

Item 5. Rights of parties in possession and visible, but unrecorded easements.

Item 6. Any defect, lien, encumbrance or other matters affecting title to the land described hereinabove which may arise subsequent to the date hereof.

Item 7. Specific exceptions as to liens, easements, outstanding mineral and royalty interests, etc., which will be shown as exceptions in the Owner's Policy as follows: -

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

SECTION C

(General Provisions)

Upon compliance with the title requirements shown under Section A hereof, we will issue to said purchaser our OWNER'S TITLE POLICY on the form then prescribed by the Board of Insurance Commissioners of the State of Texas in an amount equal to the actual consideration paid or secured to be paid, including liens, described in the Policy whether given or assumed or otherwise existing, subject to the exceptions shown under Section B hereof.

This commitment is issued for use only in connection with captioned sale and is non-assignable. Liability hereunder is contingent upon payment of the premium prescribed by the Board of Insurance Commissioners for the policy herein committed for and this commitment shall become null and void upon the issuance of said policy or thirty (30) days from the date hereof, whichever is earlier.

This binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien, or encumbrance affecting said premises other than those shown herein, and your failure to disclose such information shall render this binder and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

This binder shall not be valid until countersigned by a duly authorized officer or agent of Lawyers Title Insurance Corporation and is issued upon the following additional conditions

1. That subsequent to the date and hour hereof, as indicated below, nothing has been filed or has transpired and nothing has come to our knowledge which would, in the opinion of our attorneys, affect the title to the land in question or the capacity or authority of the above named seller to convey it.

The use of the singular form in this instrument includes also the plural when necessary to indicate the thought intended to be conveyed.

Countersigned at:

Houston, _____, Texas

this 2nd day of October

1973 at 8:00 o'clock A.M.
LAWYERS TITLE COMPANY OF HOUSTON

Lawyers Title Insurance Corporation

George V. Scott
President

Edifford B. Blum
Secretary

By *[Signature]*
Authorized Officer or Agent

015568

Tract I:

BEGINNING at the point of intersection of the center line of State Highway No. 134 (Battleground Road) and the center line of a 60 ft. road known as Miller Cutoff Road said point also being in the west line of the Arthur McCormick Survey A-46, Harris County, Texas, and in the West line of Tract A of that certain deed from K. S. Adams, Jr., d/b/a Rio Hondo Oil Company to Phillips Petroleum Company, dated April 4, 1956, and filed for record under County Clerk's file No. 1580577 in Harris County, Texas, said point being N 20° 29' W 5710.0 feet from the Southwest corner of said Tract A;

THENCE N 87° 23' E with the center line of said Miller Cutoff Road 3003.9 feet to a point in the East line of said Tract A;

THENCE S 20° 55' W with the east line of said Tract A 2193.9 feet to a 3/4" iron rod the northeast corner of a 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al March 10, 1952, recorded in Vol. 2419, pg. 524 of the Deed Records of Harris County, Texas;

THENCE S 87° 33' W with the north line of said Houston Lighting and Power Company tract, 2133.4 feet to a point in the center line of State Highway #134, said point being also in the west line of the Arthur McCormick Survey and in the West line of the above-mentioned Tract A;

THENCE N 2° 29' W with the center line of said State Highway #134 and the west line of Tract A, 2010.0 feet to the place of beginning, containing 118.63 acres more or less.

Tract II:

BEGINNING at a 3/4 inch iron rod set in the east line of Tract A, referred to in Tract I described above and S 20° 55' W 81.7 feet from the Southeast corner of said Tract I, and being also the southeast corner of that certain 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al by deed dated March 10, 1952, recorded in Vol. 2419, pg. 524 of the Deed Records of Harris County, Texas;

THENCE S 20° 55' W with the east line of said Tract A, 3077.1 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap;

THENCE S 88° 05' W 870.4 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap set in west line of said Tract A and on the southern extension of the center line of State Highway #134;

THENCE N 2° 29' W with the west line of said Tract A and with the center line of State Highway #134 and the southern extension thereof, 2334.6 feet to a point in the western extension of the south line of the said Houston Lighting and Power Company 3.54 acre tract, said point being also S 2° 29' E 75.0 feet from the southwest corner of the above described Tract I;

THENCE N 87° 33' E with the south line of said Houston Lighting and Power Company 3.54 acre tract and the western extension thereof, 2100.8 feet to the place of beginning containing 96.66 acres more or less.

LESS, SAVE AND EXCEPT THEREFROM, HOWEVER, THE FOLLOWING:

- (a) 0.69 acres conveyed to Harris County Houston Ship Channel Navigation District by deed recorded in Volume 3691, Page 591 of the Deed Records and 0.689 acres having been subsequently conveyed to Humble Oil and Refining Company by deed recorded in Volume 3736, Page 164 of the Harris County Deed Records.
- (b) 2.741 acres conveyed to Harris County Houston Ship Channel Navigation District by deed recorded in Volume 3691, Page 595 of the Harris County Deed Records.
- (c) 2.452 and 1.44 acres both of which were conveyed to Humble Pipe Line Company by deed recorded in Volume 7452, Page 203 of the Harris County Deed Records.
- (d) That portion of subject property lying within the boundaries of Texas State Highway 134 (Battleground Road) and Miller Cutoff Road.

SECTION B, Item 7:

- (a) Visible and apparent easements, the existence of which do not appear of record.
- (b) Notwithstanding the foregoing, any policy issued will be made subject to the following:
 - (1) Subject to the reservation by Phillips Petroleum Company of:
 - (a) An easement containing 11.36 acres, more or less, being 100 feet wide along the East line and the South line of Tract I, and
 - (b) An easement containing 4.51 acres, more or less, being 50 feet wide along the East and South property lines of Tract II and in deed recorded in Volume 3133, Page 361 of the Harris County Deed Records. A non-exclusive easement for drainage purposes along the East 50 feet of both tracts I and II was granted to Celanese Corporation and Texas Alkyls by Phillips Petroleum Company in deeds recorded in Volume 3317, Page 405 and Volume 3712, Page 100, respectively of the Harris County Deed Records.
 - (2) Right of way easements all granted to Houston Lighting & Power Company, the location of same being attached to each of the grants recorded in Volume 572, Page 511, Volume 5359, Page 38, Volume 5440, Page 402 and Volume 6388, Page 596, all in the Harris County Deed Records and by instrument filed September 28, 1972 under Clerk's File No. D700084, F.C. 150-40-1137 of the Official Public Records of Real Property of Harris County, Texas.
 - (3) Pipe line right-of-way easement 10 feet wide, granted to Warren Petroleum Corporation by instrument recorded in Volume 2292, Page 578, Harris County Deed Records, same having been subsequently quitclaimed to the Navigation District by deed recorded in Volume 3691, Page 589, Harris County Deed Records.
 - (4) Pipe line right-of-way easement granted to Warren Petroleum Corporation by instrument recorded in Volume 2292, Page 576 Harris County Deed Records.
 - (5) 20 foot pipe line right-of-way easement granted to Phillips Petroleum Company by instrument recorded in Volume 3149, Page 28, Deed Records and same having been subsequently quitclaimed to Navigation District by deed recorded in Volume 3691, Page 589, Harris County Deed Records.
 - (6) 30 foot pipe line right-of-way granted to Humble Oil & Refining Company by instrument recorded in Volume 1059, Page 159 of the Deed Records, the westerly portion of which was quitclaimed to the Navigation District by deed recorded in Volume 3691, Page 619 of the Harris County Deed Records.
 - (7) Pipe line rights-of-way granted to Humble Pipe Line Company by instruments recorded in Volume 5312, Page 10 and Volume 7452, Page 203 of the Harris County Deed Records.
 - (8) Right-of-way easements granted to Harris County Houston Ship Channel Navigation District by instruments recorded in Volume 5210, Page 416 and Volume 5210, Page 421 of the Harris County Deed Records.
 - (9) Right of way easement granted to T & N.O. RR Co. by instrument recorded in Volume 3695, Page 649, Deed Records and subsequently assigned to the Navigation District by instruments recorded in Volume 3691, Page 611 and Volume 3691, Page 615, of the Harris County Deed Records.
 - (10) Pipe line rights of way granted to Phillips Petroleum Company by instruments recorded in Volume 3559, Page 139, Volume 3559, Page 136, Volume 5061, Page 293, Volume 5628, Page 358 of the Harris County Deed Records.
 - (11) Pipe line right-of-way granted to Phillips Chemical Company by instrument recorded in Volume 3433, Page 168 of the Deed Records and assigned to Phillips Petroleum Company by instrument recorded in Volume 5312, Page 413, of the Harris County Deed Records. The original grant to the Chemical Company indicated the existence of other lines held by Phillips along the Western portion of Tract II and plats in our possession reflect lines held by Texas Alkyls. The easement grants could not be found of record but exception is being taken to all the lines in place.
 - (12) Pipe line rights-of-way granted to United Gas Pipeline Co. being 30 feet in width, each, and recorded in Volume 2350, Page 295 and Volume 2376, Page 268, of the Harris County Deed Records.
 - (13) An easement for meter station granted to United Gas Pipe Line Company by instrument recorded in Volume 7882, Page 11, Harris County Deed Records.
 - (14) Unlocated pipe line right-of-way easements of undisclosed width granted to Texas Eastern Transmission Corporation by instruments recorded in Volume 1985, Page 249 and Volume 1985, Page 256 of the Harris County Deed Records.
 - (15) Cathodic Protection Easement granted to Texas Eastern Transmission Corporation by instrument recorded in Volume 3889, Page 317 of the Harris County Deed Records.
 - (16) A 20 foot and a 16 foot pipe line right-of-way granted to Gulf Oil Corporation by grants recorded in Volume 2323, Page 119 and Volume 2337, Page 131, respectively of the Harris County Deed Records.
 - (17) 30' pipe line right-of-way easements granted to Shell Pipe Line Corporation by instruments recorded in Volume 1261, Page 737 and Volume 1261, Page 738 of the Deed Records, the latter having been quitclaimed to Phillips Petroleum Company by deed recorded in Volume 3697, Page 593 of the Harris County Deed Records.

(CONTINUED)

015570

SECTION B, Item 7 (Continued):

(18) Pipe line right-of-way granted to Shell Pipe Line Corporation by instrument recorded in Volume 3696, Page 691 of the Harris County Deed Records.

(19) Unlocated pipe line right of way easements of undisclosed width granted to Defense Plant Corporation by instruments recorded in Volume 1273, Page 365, Volume 1282, Page 552, and Volume 1300, Page 96 all in the Harris County Deed Records.

MINERAL RESERVATIONS:

(a) 1/8th of all the oil, gas and other minerals on, in, under or that may be produced from subject property reserved as a royalty, free from the cost of production, in each of the deeds recorded in Volume 2650, Page 55, Volume 2650, Page 70 and Volume 2650, Page 73 all in the Harris County Deed Records.

Subject to any zoning regulations in the City of LaPorte.

SECTION B

(Matters to be excepted from policy coverage)

Item 1. All liens, covenants, conditions, reservations or other matters affecting title to land herein above described, recognized or created in the deed to the Purchaser.

Item 2. All restrictive covenants affecting the property. None of record.

Item 3. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

Item 4. Taxes for the year....1974.... and subsequent years. not yet due and payable.

Item 5. Rights of parties in possession and visible, but unrecorded easements.

Item 6. Any defect, lien, encumbrance or other matters affecting title to the land described hereinabove which may arise subsequent to the date hereof.

Item 7. Specific exceptions as to liens, easements, outstanding mineral and royalty interests, etc., which will be shown as exceptions in the Owner's Policy as follows: -

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

SECTION C

(General Provisions)

Upon compliance with the title requirements shown under Section A hereof, we will issue to said purchaser our OWNER'S TITLE POLICY on the form then prescribed by the Board of Insurance Commissioners of the State of Texas in an amount equal to the actual consideration paid or secured to be paid, including liens, described in the Policy whether given or assumed or otherwise existing, subject to the exceptions shown under Section B hereof.

This commitment is issued for use only in connection with captioned sale and is non-assignable. Liability hereunder is contingent upon payment of the premium prescribed by the Board of Insurance Commissioners for the policy herein committed for and this commitment shall become null and void upon the issuance of said policy or thirty (30) days from the date hereof, whichever is earlier.

This binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien, or encumbrance affecting said premises other than those shown herein, and your failure to disclose such information shall render this binder and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

This binder shall not be valid until countersigned by a duly authorized officer or agent of Lawyers Title Insurance Corporation and is issued upon the following additional conditions:

1. That subsequent to the date and hour hereof, as indicated below, nothing has been filed or has transpired and nothing has come to our knowledge which would, in the opinion of our attorneys, affect the title to the land in question or the capacity or authority of the above named seller to convey it.

The use of the singular form in this instrument includes also the plural when necessary to indicate the thought intended to be conveyed.

Countersigned at:

Houston,, Texas

this 2nd day of October

1973 at 8:00 o'clock A.M.
LAWYERS TITLE COMPANY OF HOUSTON

By *B. B. Baugher*
Authorized Officer or Agent

Lawyers Title Insurance Corporation

George V. Scott
President

Blayne B. Scott
Secretary

015572

Tract I:

BEGINNING at the point of intersection of the center line of State Highway No. 134 (Battleground Road) and the center line of a 60 ft. road known as Miller Cutoff Road said point also being in the west line of the Arthur McCormick Survey A-46, Harris County, Texas, and in the West line of Tract A of that certain deed from K. S. Adams, Jr., d/b/a Rio Hondo Oil Company to Phillips Petroleum Company, dated April 4, 1956, and filed for record under County Clerk's file No. 1530577 in Harris County, Texas, said point being N 20° 29' W 5718.6 feet from the Southwest corner of said Tract A;

THENCE N 87° 23' E with the center line of said Miller Cutoff Road 3003.9 feet to a point in the East line of said Tract A;

THENCE S 20° 55' W with the east line of said Tract A 2193.9 feet to a 3/4" iron rod the northeast corner of a 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al March 10, 1952, recorded in Vol. 2419, pg. 524 of the Deed Records of Harris County, Texas;

THENCE S 87° 33' W with the north line of said Houston Lighting and Power Company tract, 2133.4 feet to a point in the center line of State Highway #134, said point being also in the west line of the Arthur McCormick Survey and in the West line of the above-mentioned Tract A;

THENCE N 2° 29' W with the center line of said State Highway #134 and the west line of Tract A, 2010.0 feet to the place of beginning, containing 118.63 acres more or less.

Tract II:

BEGINNING at a 3/4 inch iron rod set in the east line of Tract A, referred to in Tract I described above and S 20° 55' W 81.7 feet from the Southeast corner of said Tract I, and being also the southeast corner of that certain 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al by deed dated March 10, 1952, recorded in Vol. 2419, pg. 524 of the Deed Records of Harris County, Texas;

THENCE S 20° 55' W with the east line of said Tract A, 3037.1 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap;

THENCE S 83° 05' W 870.4 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap set in west line of said Tract A and on the southern extension of the center line of State Highway #134;

THENCE N 2° 29' W with the west line of said Tract A and with the center line of State Highway #134 and the southern extension thereof, 2334.6 feet to a point in the western extension of the south line of the said Houston Lighting and Power Company 3.54 acre tract, said point being also S 2° 29' E 75.0 feet from the southwest corner of the above described Tract I;

THENCE N 87° 33' E with the south line of said Houston Lighting and Power Company 3.54 acre tract and the western extension thereof, 2100.8 feet to the place of beginning containing 56.86 acres more or less.

LESS, SAVE AND EXCEPT THEREFROM, HOWEVER, THE FOLLOWING:

- (a) 0.69 acres conveyed to Harris County Houston Ship Channel Navigation District by deed recorded in Volume 3691, Page 591 of the Deed Records and 0.689 acres having been subsequently conveyed to Humble Oil and Refining Company by deed recorded in Volume 3736, Page 164 of the Harris County Deed Records.
- (b) 2.741 acres conveyed to Harris County Houston Ship Channel Navigation District by deed recorded in Volume 3691, Page 595 of the Harris County Deed Records.
- (c) 2.452 and 1.44 acres both of which were conveyed to Humble Pipe Line Company by deed recorded in Volume 7452, Page 203 of the Harris County Deed Records.
- (d) That portion of subject property lying within the boundaries of Texas State Highway 134 (Battleground Road) and Miller Cutoff Road.

SECTION B, Item 7:

- (a) Visible and apparent easements, the existence of which do not appear of record.
- (b) Notwithstanding the foregoing, any policy issued will be made subject to the following:
 - (1) Subject to the reservation by Phillips Petroleum Company of:
 - (a) An easement containing 11.36 acres, more or less, being 100 feet wide along the East line and the South line of Tract I, and
 - (b) An easement containing 4.51 acres, more or less, being 50 feet wide along the East and South property lines of Tract II and in deed recorded in Volume 3133, Page 361 of the Harris County Deed Records. A non-exclusive easement for drainage purposes along the East 50 feet of both tracts I and II was granted to Celanese Corporation and Texas Alkyls by Phillips Petroleum Company in deeds recorded in Volume 3317, Page 405 and Volume 3712, Page 100, respectively of the Harris County Deed Records.
 - (2) Right of way easements all granted to Houston Lighting & Power Company, the location of same being attached to each of the grants recorded in Volume 572, Page 511, Volume 5359, Page 38, Volume 5440, Page 402 and Volume 6388, Page 596, all in the Harris County Deed Records and by instrument filed September 28, 1972 under Clerk's File No. D700084, F.C. 150-40-1137 of the Official Public Records of Real Property of Harris County, Texas.
 - (3) Pipe line right-of-way easement 10 feet wide, granted to Warren Petroleum Corporation by instrument recorded in Volume 2292, Page 578, Harris County Deed Records, same having been subsequently quitclaimed to the Navigation District by deed recorded in Volume 3691, Page 589, Harris County Deed Records.
 - (4) Pipe line right-of-way easement granted to Warren Petroleum Corporation by instrument recorded in Volume 2292, Page 576 Harris County Deed Records.
 - (5) 20 foot pipe line right-of-way easement granted to Phillips Petroleum Company by instrument recorded in Volume 3149, Page 28, Deed Records and same having been subsequently quitclaimed to Navigation District by deed recorded in Volume 3691, Page 589, Harris County Deed Records.
 - (6) 30 foot pipe line right-of-way granted to Humble Oil & Refining Company by instrument recorded in Volume 1059, Page 159 of the Deed Records, the westerly portion of which was quitclaimed to the Navigation District by deed recorded in Volume 3691, Page 619 of the Harris County Deed Records.
 - (7) Pipe line rights-of-way granted to Humble Pipe Line Company by instruments recorded in Volume 5312, Page 10 and Volume 7452, Page 203 of the Harris County Deed Records.
 - (8) Right-of-way easements granted to Harris County Houston Ship Channel Navigation District by instruments recorded in Volume 5210, Page 416 and Volume 5210, Page 421 of the Harris County Deed Records.
 - (9) Right of way easement granted to T & N.O. RR Co. by instrument recorded in Volume 3695, Page 649, Deed Records and subsequently assigned to the Navigation District by instruments recorded in Volume 3691, Page 611 and Volume 3691, Page 615, of the Harris County Deed Records.
 - (10) Pipe line rights of way granted to Phillips Petroleum Company by instruments recorded in Volume 3559, Page 139, Volume 3559, Page 136, Volume 5061, Page 293, Volume 5628, Page 358 of the Harris County Deed Records.
 - (11) Pipe line right-of-way granted to Phillips Chemical Company by instrument recorded in Volume 3433, Page 168 of the Deed Records and assigned to Phillips Petroleum Company by instrument recorded in Volume 5312, Page 413, of the Harris County Deed Records. The original grant to the Chemical Company indicated the existence of other lines held by Phillips along the Western portion of Tract II and plats in our possession reflect lines held by Texas Alkyls. The easement grants could not be found of record but exception is being taken to all the lines in place.
 - (12) Pipe line rights-of-way granted to United Gas Pipeline Co. being 30 feet in width, each, and recorded in Volume 2350, Page 295 and Volume 2376, Page 268, of the Harris County Deed Records.
 - (13) An easement for meter station granted to United Gas Pipe Line Company by instrument recorded in Volume 7882, Page 11, Harris County Deed Records.
 - (14) Unlocated pipe line right-of-way easements of undisclosed width granted to Texas Eastern Transmission Corporation by instruments recorded in Volume 1985, Page 249 and Volume 1985, Page 256 of the Harris County Deed Records.
 - (15) Cathodic Protection Easement granted to Texas Eastern Transmission Corporation by instrument recorded in Volume 3889, Page 317 of the Harris County Deed Records.
 - (16) A 20 foot and a 16 foot pipe line right-of-way granted to Gulf Oil Corporation by grants recorded in Volume 2323, Page 119 and Volume 2337, Page 131, respectively of the Harris County Deed Records.
 - (17) 30' pipe line right-of-way easements granted to Shell Pipe Line Corporation by instruments recorded in Volume 1261, Page 737 and Volume 1261, Page 738 of the Deed Records, the latter having been quitclaimed to Phillips Petroleum Company by deed recorded in Volume 3697, Page 593 of the Harris County Deed Records.

(CONTINUED)

015574

SECTION B, Item 7 (Continued):

(18) Pipe line right-of-way granted to Shell Pipe Line Corporation by instrument recorded in Volume 3696, Page 691 of the Harris County Deed Records.

(19) Unlocated pipe line right of way easements of undisclosed width granted to Defense Plant Corporation by instruments recorded in Volume 1273, Page 365, Volume 1282, Page 552, and Volume 1300, Page 96 all in the Harris County Deed Records.

MINERAL RESERVATIONS:

(a) 1/8th of all the oil, gas and other minerals on, in, under or that may be produced from subject property reserved as a royalty, free from the cost of production, in each of the deeds recorded in Volume 2650, Page 55, Volume 2650, Page 70 and Volume 2650, Page 73 all in the Harris County Deed Records.

Subject to any zoning regulations in the City of LaPorte.

015575

Lawyers Title Insurance Corporation

A STOCK COMPANY

HOME OFFICE — RICHMOND, VIRGINIA

OWNER'S TITLE POLICY BINDER

§ TO BE DETERMINED

TO: Salvay Corporation IN RE: Sale by..... Celanese Corporation
....., Seller
..... TO Salvay Corporation
....., Purchaser

In connection with an order placed with us for an OWNER'S TITLE POLICY, based upon the sale referred to above, we submit the following preliminary report and Owner's Title Policy Binder.

We have approved title in Celanese Corporation, a Delaware corporation in New York,
New York

to the following described land, and improvements affixed thereto which by law constitute real property:
Two tracts of land in the Arthur McCormick Survey, Abstract 46, in Harris County,
Texas, more particularly described by metes and bounds on the attached Exhibit.

SECTION A

SUBJECT TO:

Item 1. Taxes and Assessments. We must be furnished with evidence, satisfactory to our attorneys, reflecting payment of all taxes and assessments.

Item 2. We must have evidence, satisfactory to us, that no person occupying the property or any portion thereof owns or claims any interest therein, either personally or by right of another, adverse to the Seller named above.

Item 3. Execution, delivery and recording of General Warranty Deed and/or instrument or instruments, satisfactory to our attorneys, and proper and valid to vest title in Purchaser above named. (Grantors who are married persons to be joined by their spouses if necessary in the opinion of our attorneys and in all cases satisfactory evidence of the capacity and authority of the grantor is to be furnished.)

Item 4. Evidence, satisfactory to our attorneys, of the payment of all bills for labor and material for construction of improvements or repair of improvements on the land described herein above.

Item 5. Payment to our company for the account of the seller of the full proceeds of the agreed sales price and prorations made and compliance with the company's usual closing requirements.

Item 6. The following liens now shown outstanding and all conditions and provisions of the instrument or instruments securing the same are to be excepted to in any Policy issued, unless they are released of record and the indebtedness secured paid: None

Item 7. Other matters which must be disposed of at the time of or before issuance of Owner's Policy: -

Proper corporate resolutions authorizing sale and purchase of subject property.

015576



HOUSTON PLANT
BATTLEGROUND ROAD

October 4, 1974

Gentlemen:

As announced in the press on September 25, Celanese Corporation and Solvay & Cie, S.A. have reached an agreement in principle for the sale by Celanese of its high density polyethylene (HD-PE) business, including its HD-PE manufacturing operations at Deer Park, Texas. We expect that the sale will take place during October 1974. I shall continue as Plant Manager, and Solvay has asked all of the employees to continue working at the plant in the employ of Solvay.

It is proposed that effective as of the date of sale Solvay be substituted for Celanese in all respects under the agreement with you referred to above, with no other changes or variations whatever, and with Solvay having the same rights, obligations and duties that we have thereunder. Since Celanese will not, after such sale, continue to engage in the HD-PE business, and since Solvay will become the owner of our Deer Park plant, we believe that it is proper for Solvay to be substituted for Celanese under the agreement.

Accordingly, we enclose for execution by you an agreement providing for the substitution of Solvay for Celanese under the agreement referred to above. You will observe that the forms provide that such substitution shall take place only upon the effective date of our sale to Solvay. It is expressly provided in that Substitution Agreement that the agreement between your company and Celanese will continue until the sale is completed, at which time Solvay will automatically be substituted for us under said agreement which will continue in effect.

The enclosed Substitution Agreement provides that, if the sale by Celanese is actually made to a wholly-owned subsidiary of Solvay, rather than to Solvay directly, then that subsidiary will be the company that is actually substituted for Celanese under the present agreement with you, provided Solvay guarantees full performance of such subsidiary under the agreement Celanese now has with your company.

If the enclosed Substitution Agreement is acceptable, please secure execution in triplicate and return all executed copies to me in the enclosed return envelope. Celanese and Solvay (and its subsidiary if the sale is to its subsidiary) will then execute the Substitution Agreement and date the same although the substitution of Solvay or its subsidiary for Celanese will become effective only when and if the contemplated sale to Solvay or its subsidiary actually occurs. Promptly after execution by Celanese and Solvay, we will send fully executed copies to you. If you have any questions regarding the matter, or if you desire to discuss it further with me, please call.

Solvay is a diversified chemical manufacturer with headquarters in Brussels, Belgium. Its net sales in 1973, according to its annual report, were equal to U.S.\$1.5 billion. Should you wish further information about Solvay, please let me know and I shall arrange to have them send you their annual report.

Both Solvay and Celanese hope to complete the sale at the earliest possible date, and we will notify you promptly when the sale is completed. Since there is a vast number of details which must be handled to complete the sale as scheduled, your cooperation and prompt return of the enclosed agreement will be greatly appreciated.

Yours very truly,

CELANESE PLASTICS COMPANY, a
division of Celanese Corporation

By L. E. Emge, Plant Manager

LEE:lm

Encls.

015578

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT entered into this day of , 197 , between Celanese Corporation, a corporation (hereinafter referred to as "Celanese") and Solvay & Cie, S. A., (hereinafter referred to as "Solvay"), and (hereinafter referred to as),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) facilities of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described contract ;

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained, Celanese, Solvay and agree as follows:

1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business of Celanese at Deer Park, Texas (the time and date of which are herein called the "Sale Date"), Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described contract :

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder and shall otherwise be subject to and bound by all the terms and provisions thereof to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution.

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2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the contract .

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all of the parties hereto.

5. In the event that Solvay elects to have the HD-PE business of Celanese purchased by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to the wholly-owned subsidiary to which the contract are transferred by Celanese to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event, Solvay hereby unconditionally guarantees to the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

ATTEST:

Secretary

CELANESE CORPORATION

By _____
Vice President

ATTEST:

Secretary

SOLVAY & CIE, S.A.

By _____
Vice President

ATTEST:

Secretary

By _____
Vice President

015580

Draft 9/20/74

CONTRACT
FOR SALE AND PURCHASE
ETHYLENE

CELANESE CORPORATION
NEW YORK, NEW YORK

AS SELLER

AND

AS BUYER

015581

THIS CONTRACT entered into as of the _____ day of _____, 1974, by and between CELANESE CORPORATION, a Delaware corporation with an office in New York, New York, hereinafter referred to as "Seller", and _____, a Delaware corporation with an office at _____, hereinafter referred to as "Buyer",

W I T N E S S E T H:

In consideration of the premises and of the mutual benefits to Buyer and Seller, the parties hereto agree as follows:

1. QUANTITY

Seller hereby agrees to sell and deliver and Buyer hereby agrees to purchase, receive, and/or pay for, during the period, on the terms and conditions and at the price hereinafter stated, ethylene (hereinafter sometimes referred to as the "Product") which Seller may acquire from others or itself produce, for use in Buyer's plant located on Buyer's industrial tract in Deer Park, Texas, in the following quantities:

A. Basic Quantities

	<u>Calendar Year</u>	<u>Quantity, Millions of Pounds</u>
From the date of this contract through balance of	1974	----
	1975	150
	1976	150
	1977	150
	1978	150
From January 1 until the an- niversary date of this contract in	1979	----

B. Additional Quantities

Reference is made to that certain agreement between the

015582

parties hereto, bearing the same date as this contract, relating to the conversion of ethylene into high density polyethylene ("HD-PE"). Should Celanese Corporation elect under that agreement to have less than the full quantities of HD-PE converted for it, it will then sell to Buyer hereunder, subject to the terms and conditions hereof, an amount of ethylene equal to the difference between the quantity of ethylene Celanese Corporation actually supplies under that agreement for conversion into HD-PE and the following quantities:

	<u>Calendar Year</u>	<u>Quantity, Millions of Pounds</u>
From the date of this contract through the balance of	1974	----
	1975	50
	1976	50
	1977	63
	1978	77
From January 1 until the an- niversary of this contract in	1979	(a proportionate share of 90)

(C) In addition to the foregoing quantities, should Seller at any time during the term hereof have more ethylene than it needs, Seller shall give Buyer a right of first refusal on such excess ethylene for a period of 30 days from the date of mailing notice thereof to Buyer. If Buyer within that period notifies Seller in writing that Buyer wishes to purchase all or part of such excess ethylene, that amount shall be sold to Buyer subject to the terms and conditions of this contract except that the rate of delivery shall be as agreed upon by the parties and the price shall be the highest price then being paid by Seller to any of its non-affiliated ethylene suppliers.

2. PERIOD OF CONTRACT

This contract shall be effective from the date hereof until it expires 60 months thereafter.

3. SPECIFICATIONS

All of the Product to be sold and purchased hereunder shall meet the specifications therefor set forth in Exhibit A attached hereto and by this reference made a part hereof as fully as though herein set forth at length.

Should the Product delivered to Buyer fail at any time to conform to the specifications set forth in said Exhibit A, either party shall promptly notify the other party of any such failure. If, at any time, and from time to time, Seller is unable to deliver Product ~~meeting the~~ ^{with} specifications, Buyer may at its election either (i) reject any Product not conforming to such specifications, or (ii) accept any deliveries of such off-specification Product as Seller shall have available. The term of this contract shall not be extended by the length of time of any period or periods when Seller is unable to deliver Product meeting the specifications.

4. DELIVERIES

Deliveries of Product hereunder shall be made into Buyer's pipeline at, and the point of delivery shall be, at the point of connection with Seller's pipelines or pipelines arranged for by Seller, located just inside the boundary of Buyer's said industrial tract at Deer Park, Texas. Title to the Product shall pass from Seller to Buyer at said point of deliveries.

Buyer shall have no responsibility or liability on account of anything which may be done, happen, or arise with respect to Product before delivery and Seller shall have no responsibility or liability on account of anything which may be done, happen, or arise with respect to Product after delivery. Seller shall bear all costs of transporting the Product to said point of delivery and Buyer shall similarly bear all such costs of transporting the Product from said point of delivery to the point of use by Buyer. Such deliveries shall be made at the pressure designated by Buyer, but not exceeding pounds per square inch gauge. Seller or Seller's designee shall install, or have installed, maintain and operate at said delivery point, suitable meters whereby the volumes of Product delivered by Seller to Buyer at said delivery point shall be measured and the temperatures and pressures recorded, and Buyer shall grant to Seller or Seller's designee all necessary rights and easements for the installation, maintenance, operation, and removal of said meters. Buyer, if it so elects and gives notice of such election to Seller, shall have the right to observe the periodic recalibration of said meters of Seller or Seller's designee, such recalibration to be made, at Seller's expense, as often as necessary but no less than once each month. Buyer may, at its option, and at its sole cost and expense, install check meters at said points of connection and, in the event it does so, Seller will furnish Buyer with information to permit Buyer to duplicate Seller's meters. The volume of Product delivered by Seller to Buyer hereunder for each day shall be determined by reference to daily readings of Seller's said meter and for this purpose, a day shall be

construed to extend from 8:00 a.m. on one day to 8:00 a.m. on the next succeeding day; and correction factors and calculations from such meter readings for the purpose of determining the daily quantities of Product delivered hereunder shall conform with procedures mutually agreed upon by the parties. Such daily quantities shall be converted to pounds of Product in accordance with the methods set forth in Exhibit B attached hereto and by this reference made a part hereof as fully as though herein set forth at length.

It is contemplated that deliveries of the Product hereunder shall be made in approximately equal daily installments; provided, however, Seller shall not be obligated without its consent to deliver more than 27.5 percent of the annual quantities hereunder in any one calendar quarter year less quantities affected by planned annual shutdowns of either party which each shall endeavor to coordinate with the other and to keep to a minimum.

In the event representatives of the parties hereto are unable to agree (i) on whether any Product delivered hereunder meets the specifications set forth in Section 3 hereof, or (ii) on the measurement of any Product delivered hereunder for which provision is made in this Section 4, or (iii) on the determination of pounds of Product delivered hereunder in accordance with Exhibit B; such tests, measurements and/or determination of pounds of Product shall be made either by Chas. Martin Inspectors of Petroleum, Inc. or E. W. Saybolt & Company, as the party requesting such test, measurements and/or determination of pounds of Product may elect or such other recognized referee as may be agreed upon by the parties. The decision of such referee with respect to such matters shall be final, conclusive, and

binding on each of the parties hereto and the charges of such referee shall be borne equally by them.

5. PRICE

The delivered price of Product sold hereunder shall be an amount equal to the weighted average of the delivered Gulf Coast prices paid by Seller for ethylene it purchases from non-affiliated third parties. Such weighted average price shall be computed monthly by Seller and the computations shall be certified at the end of each calendar year during the term of this contract by Peat, Marwick, Mitchell & Co.

6. ESTIMATES

On or before the 10th day of each March, June, September, and December that this contract shall be in force and effect, Buyer shall give to Seller written notification of Buyer's estimated requirements of Product which Buyer intends to purchase from Seller hereunder, during the next succeeding calendar quarter year (by months) and the following three calendar quarter years (by quarter years). (~~Buyer shall also furnish Seller with its estimate of Buyer's requirements for the next two succeeding calendar years.~~) No such estimate, furnished for Seller's information only, shall in any way alter the rights or obligations of either party as set forth in this contract.

7. PAYMENT

Payment by Buyer for Product sold and purchased hereunder shall be made to Seller at its office in New York, New York, or any other U.S. location designated in writing by Seller, on the following terms: the full invoice amount (without discount) within ten days

after receipt of invoice. Seller shall have right to assess a delinquency charge at a rate of one percent per month on each invoice not paid within the period specified.

It is agreed that Seller may decline to make deliveries of the Product under this contract, except for cash payable on delivery, whenever Seller, for any reason, shall have any doubt as to Buyer's financial responsibility and shall so advise Buyer, whereupon Buyer shall have the privilege of satisfying Seller as to Buyer's financial responsibility. If Seller is so satisfied, deliveries may be resumed hereunder on the terms provided in the first sentence of this Section 7. Seller may exercise its rights under this section at any time and from time to time during the continuance of this contract.

8. CLAIMS

No claim of any kind, whether as to Product (whether or not conforming to specifications) delivered or for nondelivery of Product, and whether or not based on negligence, shall be greater in amount than the purchase price of the Product in respect of which such claim is made. In no event shall Seller be liable for special, indirect, or consequential damages, whether or not caused by or resulting from the negligence of Seller.

9. NOTICES

All notices provided for herein shall be considered as properly given if in writing and delivered personally or sent by United States mail duly directed to the post office addresses of the parties hereto:

SELLER

Celanese Corporation
1211 Avenue of the Americas
New York, New York 10036
Attention: _____

BUYER

or at such other address as either above-named party shall from time to time designate for the purpose by a Registered or Certified letter addressed to the other party. The date of service of a notice served by mail shall be the date on which such notice is deposited in a United States Post Office at place of mailing, properly addressed with postage prepaid and duly registered or certified with return receipt requested.

10. FORCE MAJEURE

No failure or omission by either of the parties hereto in the performance of any obligation of this contract (except payment by Buyer for Product delivered to Buyer hereunder) shall be deemed a breach of this contract nor create any liability for damages if the same shall arise from any cause or causes beyond the control of such party, including, but not restricted to, the following, which for the purpose of this contract shall be regarded as beyond the control of such party: acts of God; any act of Federal, state, or local government or any agency thereof; compliance with requests, rules, regulations, ^{allocation} or orders of any governmental officer or authority; fire; storm; flood; earthquake; explosion; accident; acts of the public enemy; war; rebellion; insurrection; riot; sabotage; invasion; epidemic; quarantine restrictions; strike; lockout; disputes or differences ~~with~~ ^{between} (howsoever arising or from whatever

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cause); labor shortages; transportation embargoes or failures or delays in deliveries of any product or material necessary in the production and consumption of Product deliverable hereunder, including petroleum products, supplies and raw materials and ingredients, or failure or refusal by Seller's ethylene suppliers to deliver ethylene to Seller for any reason whatsoever which is beyond Seller's control. In the event that either Seller or Buyer finds it necessary to avail itself of the foregoing force majeure provisions, this contract shall not be extended thereby, but, subject to the next paragraph of this Section 12, the quantities specified hereinabove shall be ratably reduced for the period during which such force majeure may exist and Seller shall have the right to allocate its available supply of Product among its customers and its own operations in an equitable manner, taking into account each user's consumption during the preceding 90 days.

Notwithstanding anything in this contract to the contrary, in the event Seller's Total Ethylene Resources, as hereinafter defined, is reduced due to force majeure as defined above, the contract quantities set forth in Section 1 shall not be reduced by any allocation put into effect by Seller in accordance with the last sentence of the foregoing paragraph as long as Seller's Total Ethylene Resources in each of the following calendar years are not reduced

by more than the following amounts:

<u>Calendar Year</u>	<u>Quantity, Millions of Pounds</u>
1975	150
1976	140
1977	130
1978	120
1979	110

In any calendar year in which Seller's Total Ethylene Resources are reduced by more than the number of pounds set forth in the table above, the contract quantities set forth in Section 1 shall be subject to such allocation with respect to the entire reduction in Seller's Total Ethylene Resources, including the amounts in said table.

"Total Ethylene Resources" shall include ethylene that is acquired from third parties for internal use or resale to Buyer or others and that which is manufactured, but it shall not include ethylene received from third parties for purposes of conversion or tolling.

11. WAIVERS

The right of either party to require strict performance by the other party of any and/or all obligations imposed upon such other party by this contract shall not in any way be affected by previous waiver, forbearance or course of dealing.

12. WARRANTIES

Seller warrants that all Product delivered hereunder will comply with the specifications in Exhibit A, will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and that Seller will convey good title thereto. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED), INCLUDING

WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

13. ASSIGNABILITY

All of the terms, conditions, and provisions hereof shall extend to and be binding upon the respective parties hereto, their successors and assigns; provided, however, that neither party shall assign this contract or any interest herein without the prior written consent of the other party being first had and obtained, except that either party may, without the consent of the other, assign this contract or any interest herein to any company of which it is a subsidiary or to any of its subsidiary or affiliated companies (but in such event the party assigning shall not be relieved of its primary liability hereunder to the other party hereto), or to a corporation with which such party merges or to which such party's assets used in the performance hereunder shall be sold and conveyed during the term hereof.

14. ENTIRETY OF AGREEMENT

This instrument and the conversion agreement referred to in Section 1 contain the entire agreement between the parties hereto regarding the sale, purchase, and delivery of Product for Buyer's said Plant during the period provided herein, and no prior promises, agreements, or warranties, written or verbal, shall be of any force or effect unless embodied herein. No modification of this contract shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgment or acceptance of any purchase orders

or printed forms containing different conditions.

15. APPLICABLE LAW

The validity, interpretation and performance of this contract shall be governed by the law of the State of ^{Texas}~~New York~~.

IN WITNESS WHEREOF, this contract is executed in duplicate for each party by and through its respective officers duly authorized, as of the date first above written.

ATTESTED:

CELANESE CORPORATION

By _____

By _____
SELLER

ATTESTED:

By _____

By _____
BUYER

EXHIBIT A
SPECIFICATIONS FOR ETHYLENE

<u>Component</u>	<u>Specification</u>	<u>Test Method</u>
Ethylene, min. mol %	99.85	Gas Chromatography PPCo. WT-66R
Inerts*, max. mol %	0.150	Gas Chromatography PPCo. WT-66R
Other Olefins, max. mol %	0.025	Gas Chromatography PPCo. WT-66R
Carbon Dioxide, max. ppm	15	Gas Chromatography PPCo. WT-66R
Acetylene, max. ppm	15	Gas Chromatography PPCo. WT-66R
Total Sulfur, max. ppm	1	Lamp Turbidimetric ASTM D 1266, App. I
Hydrogen Sulfide, max. ppm	1	Colormetric-Methylene Blue, PPGCo. 32-52R (Revised)
Hydrogen, max. ppm	5	Gas Chromatography PPCo. WT-66R
Carbon Monoxide, max. ppm	5	Gas Chromatography PPCo. WT-66R
Oxygen, max. ppm	5	Gas Chromatography PPCo. WT-66R
Water, max. ppm	10	Karl Fischer PPCo. 123-59R (Rev. III) (Modified)**

* Includes only methane, ethane, and nitrogen

** Modified to use high pressure sample containers

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EXHIBIT B

METHOD OF CONVERSION OF VOLUMES OF ETHYLENE
TO POUNDS OF ETHYLENE

The pounds of Ethylene delivered daily shall be determined
in accordance with (to be supplied)

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1971 *igmt*

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A G R E E M E N T

THIS AGREEMENT, made and entered into as of this 1st day of January, 1971, by and between PHILLIPS PETROLEUM COMPANY (hereinafter called "PHILLIPS", which term shall include PHILLIPS PETROLEUM COMPANY and its Subsidiaries), a Delaware corporation having an operating office at Bartlesville, Oklahoma, and CELANESE CORPORATION (hereinafter called "LICENSEE", which term shall include CELANESE CORPORATION and its Subsidiaries), a Delaware corporation having an office at New York, New York,

WITNESSETH:

WHEREAS, PHILLIPS and LICENSEE are parties to that certain license agreement dated 7 September 1955, relating inter alia to the polyolefin process as defined therein, which Agreement has been amended by agreements dated 25 April 1958, 5 April 1960, 31 January 1963, 6 September 1963, 15 February 1966 and 1 January 1971, which certain license agreement as so amended is hereinafter called "Said Prior Agreement": and

WHEREAS, LICENSEE shall have obtained effective as of 7 September 1974 a fully-paid, nonexclusive license under the patents covered in Said Prior Agreement, as well as a fully-paid non-exclusive license to use information disclosed under terms of Said Prior Agreement to LICENSEE by PHILLIPS prior to 7 September 1974; and

WHEREAS, PHILLIPS is continuing to do a large amount of research and development work in connection with the Polyolefin Process, Resin Modification and Polyolefin Resins, each as hereinafter defined; and

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WHEREAS, LICENSEE desires to obtain the benefit of technical information developed and patent applications filed by PHILLIPS on or after 7 September 1974 and relating to Polyolefin Process, Resin Modification and Polyolefin Resins;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS AS USED HEREIN

A. The term "Polyolefin Process" shall mean the polymerization of ethylene or the interpolymerization or copolymerization or other joinder of ethylene with one or more other mono- or di-olefins of not more than eight carbon atoms per molecule in the presence of a catalyst comprising silica-alumina or catalysts containing, as an essential ingredient, chromium oxide associated with at least one additional oxide of the group consisting of silica, alumina, zirconia, and thoria, to produce a resin of a molecular weight greater than 1,000, including, without limiting the foregoing, (a) any processes or methods of manufacture and preparation of such catalysts (including supports therefor) for use in the Polyolefin Process (but without the right to use in other processes), or (b) any processes or methods of separating, purifying, or stabilizing Polyolefin Resins; but the term shall not include any equipment, process or method for (a) molding or fabricating articles from Polyolefin Resins or from the product of Resin Modification or (b) extruding film, fibers or tubing from Polyolefin Resins or from the product of Resin Modification. Molecular weights referred to herein are weighted average molecular weights and are calculated according to the equation

$$M = 24,500 \times N_i$$

wherein M is the weighted average molecular weight and N_i is the intrinsic viscosity as determined for a solution of 0.2 gram of the polymer in 50 cc of tetralin at 130°C.

This type of molecular weight determination is described by Kemp and Peters, Ind. Eng.

Chem 35, 1106 (1943) and by Dienes and Klemm, J. Applied Phys. 17, 458 (June 1946).

B. The term "Polyolefin Resins" shall mean resins produced by the Polyolefin Process.

C. The term "Resin Modification" shall mean

1. the physical treatment of resins produced by the Polyolefin Process whether such resins are otherwise modified or not, or
2. the incorporation of materials, whether polymeric or not, in resins produced by the Polyolefin Process for the purpose of plasticizing, crosslinking, lubricating, extending, filling, blending, stabilizing, coloring, protecting the resin from atmospheric oxygen, reducing static charge, or otherwise altering the properties or performance of the resin (but excluding irradiation and also otherwise excluding the incorporation of any materials which result primarily in the modification of the resin by chemical reaction therewith) and in amounts not to exceed fifty percent (50%) by weight,

when such treatment of or incorporation in such resins occurs prior to fabrication of, or sale thereof to fabricators of, finished or semi-finished articles.

D. The term "Patent Rights" shall mean all claims of patents which hereafter may be owned or controlled by PHILLIPS or LICENSEE, in the sense of having the right to grant licenses thereunder without making payment therefor to others, based on patent applications filed on or after 7 September 1974 and prior to 1 January 1981, insofar and only insofar as the claims of such patent applications cover in whole or in part the Polyolefin Process, Polyolefin Resins and/or Resin Modification.

E. The term "Territory" shall mean the territory in which United States patents are enforceable on the date of this Agreement.

F. The term "Subsidiaries" shall mean all companies heretofore or hereafter organized in which PHILLIPS or LICENSEE directly or indirectly shall at the time in question own at least seventy-five percent of the issued and outstanding stock having the right to vote for the election of directors.

II. GRANT OF RIGHT AND LICENSE TO LICENSEE

A. The rights and licenses granted herein by PHILLIPS are non-transferable except as provided in Article XI hereof. No license is granted hereunder to sell to others catalysts, the manufacture or preparation of which is a part of Polyolefin Process, except to those others who are licensed under the Patent Rights of PHILLIPS to practice Polyolefin Process.

B. PHILLIPS hereby grants to LICENSEE within the Territory:

1. the non-exclusive right to use in the practice of Polyolefin Process and Resin Modification the information disclosed by PHILLIPS in accordance with the provisions of this Agreement, and
2. a non-exclusive license under the Patent Rights of PHILLIPS to practice Polyolefin Process and Resin Modification and to use in such practice equipment developed therefor, and
3. a non-exclusive license under the Patent Rights of PHILLIPS to use and sell Polyolefin Resins and resins produced by Resin Modification.

C. PHILLIPS further grants to LICENSEE in all countries foreign to the Territory

(1) a non-exclusive right to use in the practice of Resin Modification except where prevented by Spanish patents the information disclosed by PHILLIPS in accordance with the provisions of this Agreement, and (2) a non-exclusive license under the Patent Rights of PHILLIPS to practice Resin Modification (except under Spanish patents), and (3) a non-exclusive license under the Patent Rights of PHILLIPS to use and sell Polyolefin Resins and resins produced by Resin Modification.

D. Nothing in this Article II shall be construed as either requiring PHILLIPS to grant licenses or rights received from third parties under an injunction of secrecy or without the right to sublicense; provided, however, that, in the event PHILLIPS obtains a license under a third party patent relating to the subject matter hereof and for which PHILLIPS must pay a consideration, PHILLIPS will attempt to obtain from such third party an agreement to grant LICENSEE a license under the same patent for no less favorable consideration.

III. GRANT OF LICENSE TO PHILLIPS

LICENSEE hereby grants to PHILLIPS a royalty-free, nonexclusive (non-transferable except as provided in Article XI hereof) license to practice the Polyolefin Process and Resin Modification and to use and sell the products thereof under all of LICENSEE's Patent Rights throughout the world, with the right to grant sublicenses to those others who grant to PHILLIPS comparable licenses inuring to the benefit of LICENSEE.

IV. PAYMENTS

A. As consideration for the disclosure of technical information and the grant of licenses to LICENSEE hereunder, LICENSEE shall pay to PHILLIPS an amount that is one-fourth cent (\$.0025) multiplied by the number of pounds of Polyolefin Resins produced by LICENSEE after 7 September 1974 and during the term of this Agreement; provided, however, that such amount shall not exceed (1) One Hundred Thousand Dollars (\$100,000) for such Polyolefin Resins produced during such 1974 period or (2) Three Hundred Thousand Dollars (\$300,000) for such Polyolefin Resins produced during any calendar year after 1974. Payment for such Polyolefin Resins produced during the first six months of any calendar year shall be made in July of such year. Payment for such Polyolefin Resins produced during the last six months of any calendar year shall be made in January immediately following such calendar year.

B. All payments herein are expressed in and shall be paid in United States currency to PHILLIPS at Bartlesville, Oklahoma.

V. REPORTS AND AUDITS

A. In January and July of each calendar year during the term of this Agreement (and in January immediately following the last calendar year during the term of this Agreement), LICENSEE shall furnish to PHILLIPS a written statement duly signed in behalf of LICENSEE showing the number of pounds of Polyolefin Resins produced after 7 September 1974 by LICENSEE during the six months immediately preceding such January or July and certifying that LICENSEE has made any and all payments then due and payable to PHILLIPS under the provisions of Article IV hereof. The report provisions of this paragraph A shall not apply to Polyolefin Resins produced by LICENSEE hereunder during such 1974 period in excess of

forty million (40,000,000) pounds or during any calendar year (after 1974) in excess of one hundred twenty million (120,000,000) pounds. LICENSEE may waive entirely the provisions of this paragraph A in respect to such 1974 period if LICENSEE's payments therefor equal One Hundred Thousand Dollars (\$100,000) and in respect to any year (after 1974) for which LICENSEE's royalty payments equal Three Hundred Thousand Dollars (\$300,000).

B. During the term of this Agreement and for a period of one (1) year thereafter, PHILLIPS shall have the right, at any time during usual business hours, to inspect and audit, through an accountant chosen and paid by PHILLIPS and acceptable to LICENSEE, the books and records of LICENSEE for the purpose and to the extent necessary to determine royalties due under this Agreement in respect to LICENSEE's operations for not more than two calendar years preceding the date of audit. These audit provisions shall not apply to 1974 if LICENSEE's royalty payments hereunder for that year equal One Hundred Thousand Dollars (\$100,000), nor shall they apply to any calendar year (after 1974) for which LICENSEE's royalty payments hereunder equal Three Hundred Thousand Dollars (\$300,000).

VI. EXCHANGE OF TECHNICAL INFORMATION

A. During the period extending from 7 September 1974 through 31 December 1980, PHILLIPS and LICENSEE shall exchange with one another, from time to time, with reasonable promptness, full technical information developed during such period and relating to the Polyolefin Process, Polyolefin Resins and Resin Modification and owned, controlled, or acquired by such parties; provided, however, that nothing herein contained is to be construed as requiring either party to transmit to the other party technical information received from third parties under an injunction of secrecy and not known to or in the possession of the party receiving such information at the time of receipt thereof from said third parties.

B. Each party shall have the right, during the period extending from 7 September 1974 through 31 December 1980, to inspect the operation of the Polyolefin Process as practiced in the other party's plant or plants. These rights to inspect shall be at reasonable periods and during regular business hours and shall include the right to

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receive full technical information concerning such operation including, without limitation, information concerning raw materials consumed, utility requirements, yields and quality of products produced, operating conditions and manpower requirements.

VII. SECRECY

A. Each party covenants and agrees that it will until the date that is fifteen (15) years after termination of this Agreement or until 31 December 1995, whichever date is later, take all reasonable steps to keep secret and confidential all technical information relating to the Polyolefin Process, Polyolefin Resins and Resin Modification, communicated to it by another party under this Agreement except as hereinafter provided in this Article VII.

B. PHILLIPS may disclose to any licensee ^{of} ~~to~~ PHILLIPS, under similar secrecy *RXD*
JMA requirements, technical information received by PHILLIPS from LICENSEE under the provisions of Article VI of this Agreement if such licensee agrees to make similar technical information from it available to LICENSEE.

C. Each party agrees to take all reasonable steps to insure that the technical information received under this Agreement is treated as confidential by its employees. Each party agrees that the other may disclose to any contractor or engineering firm at any time employed by it or in its behalf to render services in connection with the Polyolefin Process or Resin Modification technical information disclosed to it by the other party under this Agreement, provided that the party making such disclosure first requires that such contractor or engineering firm enter into a written agreement to safeguard the confidential nature and secrecy of said technical information.

D. For all purposes of this Article VII:

1. Information which is published or becomes of general knowledge from sources other than the party receiving the same hereunder shall from such time forward be relieved from the terms of these secrecy provisions.

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2. Nothing contained herein shall be construed as preventing any party hereunder

- a. from utilizing or disclosing in any way it sees fit drawings, specifications, know-how or technical information of any kind which it may legitimately and lawfully now have or may so acquire in the future as a result of its own investigations or operations or from sources other than the other party or the agents or representatives of the other party, or
- b. from disclosing to customers and potential customers information relating to the production of useful products from Polyolefin Resins and/or Resin Modification.

E. Termination of the provisions of this Article VII shall also operate to terminate the provisions of Article X of Said Prior Agreement.

VIII. WAIVERS AND MODIFICATIONS

It is understood that this Agreement and Said Prior Agreement contain the entire agreement between the parties hereto relating to the Polyolefin Process, Polyolefin Resins and Resin Modification. Neither party shall be bound by any agreements, covenants or warranties made by its agents or employees, or any other person, unless such agreements, covenants and warranties shall be reduced to writing and signed by it. The failure of either of the parties at any time or times to require performance by the other of any provision hereof shall in no manner affect the right of the first-mentioned party thereafter to enforce the same. The waiver by either of the parties of any breach of any provision hereof shall never be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

IX. FORCE MAJEURE

No failure or omission by PHILLIPS or by LICENSEE in the performance of any obligation of this Agreement (except payments by LICENSEE hereunder) shall be deemed a breach of this Agreement nor create any liability if the same shall arise from any cause

or causes beyond the control of PHILLIPS or LICENSEE, as the case may be, including, but not restricted to, the following, which for the purposes of this Agreement shall be regarded as beyond the control of the party in question:

Acts of God; acts or omissions of any government or any agency thereof; compliance with requests, recommendations, rules, regulations or orders of any governmental authority or any officer, department, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; acts of the public enemy; war; rebellion; insurrection; riot; sabotage; invasion; quarantine restrictions; strike; lockout; disputes or differences with workmen; transportation embargoes or failures or delays in transportation.

X. TERM AND TERMINATION

A. This Agreement, unless sooner terminated as herein provided, shall extend from the date first above written through 31 December 1980 and shall then expire without notice. Upon such expiration of this Agreement, and provided LICENSEE is not in default of any payment due to PHILLIPS, the licenses granted herein by PHILLIPS shall automatically become fully paid and irrevocable upon the completion of all such payments when due.

B. In the event of the default or failure by LICENSEE to make any payments herein provided when due or to perform any of the terms, covenants or provisions of this Agreement to be done and performed by LICENSEE, LICENSEE shall have thirty (30) days after the giving of written notice by PHILLIPS of such default within which to correct such default. If such default is not corrected within the said thirty (30) day period after notice as aforesaid, PHILLIPS shall have the right, at its option, to cancel and terminate this entire Agreement and license; provided, however, that such termination shall not constitute a waiver of the right of PHILLIPS to any sums due and payable by LICENSEE at the time of such termination.

C. PHILLIPS shall have the right, at its option, to cancel and terminate this

entire Agreement and license in the event that LICENSEE shall become involved in insolvency, dissolution, bankruptcy or receivership proceedings affecting the operation of LICENSEE's business, or in the event that LICENSEE shall discontinue its business for any reason.

D. In January of 1975 and in January of each subsequent year during the term of this Agreement, PHILLIPS will notify LICENSEE in writing in the event ^{the} and manpower *R.L.D. J.M.A.* budgeted by PHILLIPS for research and development in the field of Polyolefin Process and Resin Modification during the calendar year in which such notification is given is less than one half (50%) of the manpower budgeted by PHILLIPS in such field for 1970; in such event, LICENSEE shall have the option to terminate this Agreement as of the beginning of the calendar year during which such notification is given by PHILLIPS, provided that LICENSEE must exercise its option by giving written notice to PHILLIPS prior to the end of February of such calendar year. Upon such termination by LICENSEE of this Agreement, and provided that LICENSEE is not in default of any payment due to PHILLIPS, the licenses granted herein by PHILLIPS shall automatically become fully paid and irrevocable upon the completion of all such payments when due.

E. No termination or expiration of this Agreement shall constitute a termination or a waiver of any right of either party against the other accruing at or prior to the time of such termination, nor shall it affect the obligations of either party arising out of the provisions of Article VII.

II. ASSIGNABILITY

This Agreement shall be binding upon and shall inure to the benefit of PHILLIPS and its assigns and successors in interest, and shall be binding upon and shall inure to the benefit of LICENSEE and the successor to its entire business and good will, but shall not otherwise be assigned by LICENSEE without prior approval by PHILLIPS being first obtained in writing.

XII. LAW

This Agreement shall be construed according to the laws of the State of New York, United States of America.

XIII. ADDRESSES

For the purposes of payments, reports and notices herein set forth, the following addresses shall be used unless changed by written notification to the other party:

Phillips Petroleum Company
Licensing Division
Bartlesville, Oklahoma 74004

Celanese Corporation
Attention: Secretary
522 Fifth Avenue
New York, New York 10036

XIV. MOST FAVORED LICENSEE PROVISION

If PHILLIPS shall, after the date of this Agreement, grant to any third party other than a Subsidiary of PHILLIPS a license of substantially the same scope in the United States to use the Polyolefin Process at royalty rates lower than those specified in Article IV hereof, PHILLIPS will promptly notify LICENSEE of the grant of such license and LICENSEE shall be entitled to the benefit of such lower royalty rates in respect of operations on and after the date that royalties first accrue under such license, but only for so long as such lower royalty rates shall be available to such third party. For the purpose of the foregoing, in determining any such rates granted to a third party, "royalty rate" shall be restricted to the royalty rate recited in the payment clause of any agreement granting such license, except that reasonable value shall be assigned to any license or right granted to PHILLIPS by such third party (other than the "comparable licenses" referred to in Article III hereof). The provisions of this Article XIV shall not apply to (1) licenses granted as part of an exchange of patent rights involving

substantially all of PHILLIPS' United States patents in substantially all fields, or (2)
licenses granted when the royalty rate therefor is affected by government decree.

EXECUTED as of the day and year first above written.

ATTEST:

PHILLIPS PETROLEUM COMPANY

J. W. Zeman
Assistant Secretary

By *P. M. Oursell*
Vice President

ATTEST:

CELANESE CORPORATION

J. H. [illegible]
Assistant Secretary

 By *Robert L. Dent*
Vice President

Lawyers Title Insurance Corporation

A STOCK COMPANY
HOME OFFICE — RICHMOND, VIRGINIA

OWNER'S TITLE POLICY BINDER

\$ TO BE DETERMINED

TO: Salvay Corporation..... IN RE: Sale by..... Celanese Corporation.....
....., Seller
TO: Salvay Corporation.....
....., Purchaser

In connection with an order placed with us for an OWNER'S TITLE POLICY, based upon the sale referred to above, we submit the following preliminary report and Owner's Title Policy Binder.

We have approved title in Celanese Corporation, a Delaware corporation in New York,.....
New York.....

to the following described land, and improvements affixed thereto which by law constitute real property:
Two tracts of land in the Arthur McCormick Survey, Abstract 46, in Harris County, Texas, more particularly described by metes and bounds on the attached Exhibit.

SECTION A

SUBJECT TO:

Item 1. Taxes and Assessments. We must be furnished with evidence, satisfactory to our attorneys, reflecting payment of all taxes and assessments.

Item 2. We must have evidence, satisfactory to us, that no person occupying the property or any portion thereof owns or claims any interest therein, either personally or by right of another; adverse to the Seller named above.

Item 3. Execution, delivery and recording of General Warranty Deed and/or instrument or instruments, satisfactory to our attorneys, and proper and valid to vest title in Purchaser above named. (Grantors who are married persons to be joined by their spouses if necessary in the opinion of our attorneys and in all cases satisfactory evidence of the capacity and authority of the grantor is to be furnished.)

Item 4. Evidence, satisfactory to our attorneys, of the payment of all bills for labor and material for construction of improvements or repair of improvements on the land described herein above.

Item 5. Payment to our company for the account of the seller of the full proceeds of the agreed sales price and prorations made and compliance with the company's usual closing requirements.

Item 6. The following liens now shown outstanding and all conditions and provisions of the instrument or instruments securing the same are to be excepted to in any Policy issued, unless they are released of record and the indebtedness secured paid: None

Item 7. Other matters which must be disposed of at the time of or before issuance of Owner's Policy: -

Proper corporate resolutions authorizing sale and purchase of subject property.

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SECTION B

(Matters to be excepted from policy coverage)

Item 1. All liens, covenants, conditions, reservations or other matters affecting title to land herein above described, recognized or created in the deed to the Purchaser.

Item 2. All restrictive covenants affecting the property. None of record.

Item 3. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

Item 4. Taxes for the year 1974 and subsequent years not yet due and payable.

Item 5. Rights of parties in possession and visible, but unrecorded easements.

Item 6. Any defect, lien, encumbrance or other matters affecting title to the land described hereinabove which may arise subsequent to the date hereof.

Item 7. Specific exceptions as to liens, easements, outstanding mineral and royalty interests, etc., which will be shown as exceptions in the Owner's Policy as follows: -

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

SECTION C

(General Provisions)

Upon compliance with the title requirements shown under Section A hereof, we will issue to said purchaser our OWNER'S TITLE POLICY on the form then prescribed by the Board of Insurance Commissioners of the State of Texas in an amount equal to the actual consideration paid or secured to be paid, including liens, described in the Policy whether given or assumed or otherwise existing, subject to the exceptions shown under Section B hereof.

This commitment is issued for use only in connection with captioned sale and is non-assignable. Liability hereunder is contingent upon payment of the premium prescribed by the Board of Insurance Commissioners for the policy herein committed for and this commitment shall become null and void upon the issuance of said policy or thirty (30) days from the date hereof, whichever is earlier.

This binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien, or encumbrance affecting said premises other than those shown herein, and your failure to disclose such information shall render this binder and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

This binder shall not be valid until countersigned by a duly authorized officer or agent of Lawyers Title Insurance Corporation and is issued upon the following additional conditions:

1. That subsequent to the date and hour hereof, as indicated below, nothing has been filed or has transpired and nothing has come to our knowledge which would, in the opinion of our attorneys, affect the title to the land in question or the capacity or authority of the above named seller to convey it.

The use of the singular form in this instrument includes also the plural when necessary to indicate the thought intended to be conveyed.

Countersigned at:

Houston, _____, Texas

this 2nd day of October

1973 at 8:00 o'clock A.M.
LAWYERS TITLE COMPANY OF HOUSTON

Lawyers Title Insurance Corporation

George V. Scott
President

Richard B. Scott
Secretary

By _____
Authorized Officer or Agent

015609

Tract I:

BEGINNING at the point of intersection of the center line of State Highway No. 134 (Battleground Road) and the center line of a 60 ft. road known as Miller Cutoff Road said point also being in the west line of the Arthur McCormick Survey A-46, Harris County, Texas, and in the West line of Tract A of that certain deed from N. S. Adams, Jr., d/b/a Rio Hondo Oil Company to Phillips Petroleum Company, dated April 4, 1956, and filed for record under County Clerk's file No. 1580577 in Harris County, Texas, said point being N 2°29' W 5718.5 feet from the Southwest corner of said Tract A;

THENCE N 87° 28' E with the center line of said Miller Cutoff Road 3003.9 feet to a point in the East line of said Tract A;

THENCE S 20° 55' W with the east line of said Tract A 2193.9 feet to a 3/4" iron rod the northeast corner of a 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al March 10, 1952, recorded in Vol. 2419, pg. 524 of the Deed Records of Harris County, Texas;

THENCE S 87° 33' W with the north line of said Houston Lighting and Power Company tract, 2133.4 feet to a point in the center line of State Highway #134, said point being also in the west line of the Arthur McCormick Survey and in the West line of the above-mentioned Tract A;

THENCE N 2° 29' W with the center line of said State Highway #134 and the west line of Tract A, 2010.0 feet to the place of beginning, containing 118.63 acres more or less.

Tract II:

BEGINNING at a 3/4 inch iron rod set in the east line of Tract A, referred to in Tract I described above and S 20° 55' W 81.7 feet from the Southeast corner of said Tract I, and being also the southeast corner of that certain 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al by deed dated March 10, 1952, recorded in Vol. 2419, pg. 524 of the Deed Records of Harris County, Texas;

THENCE S 20° 55' W with the east line of said Tract A, 3077.1 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap;

THENCE S 88° 05' W 870.4 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap set in west line of said Tract A and on the southern extension of the center line of State Highway #134;

THENCE N 2° 29' W with the west line of said Tract A and with the center line of State Highway #134 and the southern extension thereof, 2334.6 feet to a point in the western extension of the south line of the said Houston Lighting and Power Company 3.54 acre tract, said point being also S 2° 29' E 75.0 feet from the southwest corner of the above described Tract I;

THENCE N 87° 33' E with the south line of said Houston Lighting and Power Company 3.54 acre tract and the western extension thereof, 2100.8 feet to the place of beginning containing 96.66 acres more or less.

LESS, SAVE AND EXCEPT THEREFROM, HOWEVER, THE FOLLOWING:

- (a) 0.69 acres conveyed to Harris County Houston Ship Channel Navigation District by deed recorded in Volume 3691, Page 591 of the Deed Records and 0.689 acres having been subsequently conveyed to Humble Oil and Refining Company by deed recorded in Volume 3736, Page 164 of the Harris County Deed Records.
- (2) (b) 2.741 acres conveyed to Harris County Houston Ship Channel Navigation District by deed recorded in Volume 3691, Page 595 of the Harris County Deed Records.
- (4) (c) 2.452 and 1.44 acres both of which were conveyed to Humble Pipe Line Company by deed recorded in Volume 7452, Page 203 of the Harris County Deed Records.
- (d) That portion of subject property lying within the boundaries of Texas State Highway 134 (Battleground Road) and Miller Cutoff Road.

SECTION B, Item 7:

- (a) Visible and apparent easements, the existence of which do not appear of record.
- (b) Notwithstanding the foregoing, any policy issued will be made subject to the following:
 - (1) Subject to the reservation by Phillips Petroleum Company of:
 - (a) An easement containing 11.36 acres, more or less, being 100 feet wide along the East line and the South line of Tract I, and
 - (b) An easement containing 4.51 acres, more or less, being 50 feet wide along the East and South property lines of Tract II and in deed recorded in Volume 3133, Page 361 of the Harris County Deed Records. A non-exclusive easement for drainage purposes along the East 50 feet of both tracts I and II was granted to Celanese Corporation and Texas Alkyls by Phillips Petroleum Company in deeds recorded in Volume 3317, Page 405 and Volume 3712, Page 100, respectively of the Harris County Deed Records.
 - (2) Right of way easements all granted to Houston Lighting & Power Company, the location of same being attached to each of the grants recorded in Volume 572, Page 511, Volume 5359, Page 38, Volume 5440, Page 402 and Volume 6388, Page 596, all in the Harris County Deed Records and by instrument filed September 28, 1972 under Clerk's File No. D700084, F.C. 150-40-1137 of the Official Public Records of Real Property of Harris County, Texas.
 - (3) Pipe line right-of-way easement 10 feet wide, granted to Warren Petroleum Corporation by instrument recorded in Volume 2292, Page 578, Harris County Deed Records, same having been subsequently quitclaimed to the Navigation District by deed recorded in Volume 3691, Page 589, Harris County Deed Records.
 - (4) Pipe line right-of-way easement granted to Warren Petroleum Corporation by instrument recorded in Volume 2292, Page 576 Harris County Deed Records.
 - (5) 20 foot pipe line right-of-way easement granted to Phillips Petroleum Company by instrument recorded in Volume 3149, Page 28, Deed Records and same having been subsequently quitclaimed to Navigation District by deed recorded in Volume 3691, Page 589, Harris County Deed Records.
 - (6) 30 foot pipe line right-of-way granted to Humble Oil & Refining Company by instrument recorded in Volume 1059, Page 159 of the Deed Records, the westerly portion of which was quitclaimed to the Navigation District by deed recorded in Volume 3691, Page 619 of the Harris County Deed Records.
 - (7) Pipe line rights-of-way granted to Humble Pipe Line Company by instruments recorded in Volume 5312, Page 10 and Volume 7452, Page 203 of the Harris County Deed Records.
 - (8) Right-of-way easements granted to Harris County Houston Ship Channel Navigation District by instruments recorded in Volume 5210, Page 416 and Volume 5210, Page 421 of the Harris County Deed Records.
 - (9) Right of way easement granted to T & N.O. RR Co. by instrument recorded in Volume 3695, Page 649, Deed Records and subsequently assigned to the Navigation District by instruments recorded in Volume 3691, Page 611 and Volume 3691, Page 615, of the Harris County Deed Records.
 - (10) Pipe line rights of way granted to Phillips Petroleum Company by instruments recorded in Volume 3559, Page 139, Volume 3559, Page 136, Volume 5061, Page 293, Volume 5628, Page 358 of the Harris County Deed Records.
 - (11) Pipe line right-of-way granted to Phillips Chemical Company by instrument recorded in Volume 3433, Page 168 of the Deed Records and assigned to Phillips Petroleum Company by instrument recorded in Volume 5312, Page 413, of the Harris County Deed Records. The original grant to the Chemical Company indicated the existence of other lines held by Phillips along the Western portion of Tract II and plats in our possession reflect lines held by Texas Alkyls. The easement grants could not be found of record but exception is being taken to all the lines in place.
 - (12) Pipe line rights-of-way granted to United Gas Pipeline Co. being 30 feet in width, each, and recorded in Volume 2350, Page 295 and Volume 2376, Page 268, of the Harris County Deed Records.
 - (13) An easement for meter station granted to United Gas Pipe Line Company by instrument recorded in Volume 7882, Page 11, Harris County Deed Records.
 - (14) Unlocated pipe line right-of-way easements of undisclosed width granted to Texas Eastern Transmission Corporation by instruments recorded in Volume 1985, Page 249 and Volume 1985, Page 256 of the Harris County Deed Records.
 - (15) Cathodic Protection Easement granted to Texas Eastern Transmission Corporation by instrument recorded in Volume 3889, Page 317 of the Harris County Deed Records.
 - (16) A 20 foot and a 16 foot pipe line right-of-way granted to Gulf Oil Corporation by grants recorded in Volume 2323, Page 119 and Volume 2337, Page 131, respectively of the Harris County Deed Records.
 - (17) 30' pipe line right-of-way easements granted to Shell Pipe Line Corporation by instruments recorded in Volume 1261, Page 737 and Volume 1261, Page 738 of the Deed Records, the latter having been quitclaimed to Phillips Petroleum Company by deed recorded in Volume 3697, Page 593 of the Harris County Deed Records.

(CONTINUED)

015611

SECTION B, Item 7 (Continued):

(18) Pipe line right-of-way granted to Shell Pipe Line Corporation by instrument recorded in Volume 3696, Page 691 of the Harris County Deed Records.

(19) Unlocated pipe line right of way easements of undisclosed width granted to Defense Plant Corporation by instruments recorded in Volume 1273, Page 365, Volume 1282, Page 552, and Volume 1300, Page 96 all in the Harris County Deed Records.

MINERAL RESERVATIONS:

(a) 1/8th of all the oil, gas and other minerals on, in, under or that may be produced from subject property reserved as a royalty, free from the cost of production, in each of the deeds recorded in Volume 2650, Page 55, Volume 2650, Page 70 and Volume 2650, Page 73 all in the Harris County Deed Records.

Subject to any zoning regulations in the City of LaPorte.

AMENDMENT NO. 1
TO ETHYLENE CONTRACT

THIS AMENDMENT NO. 1, made and entered into as of the 1st day of June, 1974, by and between CELANESE CORPORATION, a Delaware corporation with an office at 1211 Avenue of Americas, New York, New York 10017 ("Buyer"), and PHILLIPS PETROLEUM COMPANY, a Delaware corporation with an office in Bartlesville, Oklahoma ("Seller"),

W I T N E S S E T H :

WHEREAS, Seller and Buyer have entered into a certain contract in writing dated January 1, 1974, providing, among other things, for the sale of certain quantities of ethylene by Seller to Buyer in accordance with the provisions thereof, which contract shall hereinafter be referred to as "the Ethylene Contract;" and

WHEREAS, Seller and Buyer desire to amend the Ethylene Contract as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and the mutual benefits flowing to Seller and Buyer hereunder, the parties hereto agree that the first three lines of Section 5 "PRICE," of the Ethylene Contract are hereby deleted in their entirety and there is hereby substituted in lieu thereof the following three lines:

"Effective June 1, 1974, the base price of Product sold and delivered hereunder shall be 3.26 cents per pound provided however, this price shall be subject to adjustment as follows:

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EXCEPT as hereinabove amended, the Ethylene Contract shall continue in full force and effect according to its original provisions.

IN WITNESS WHEREOF, this Amendment No. 1 is executed in duplicate by each party by and through its respective officers duly authorized as of the date first written above.

ATTEST:

James Thomas
Secretary

ATTEST:

James Thomas
Assistant Secretary

PHILLIPS PETROLEUM COMPANY

By *W. H. Johnston*
Executive Vice President

CELANESE CORPORATION



Robert L. Mitchell
Group Vice President

02373

CONTRACT
FOR SALE AND PURCHASE
ETHYLENE

PHILLIPS PETROLEUM COMPANY
BARTLESVILLE, OKLAHOMA

AS SELLER

AND

CELANESE CORPORATION
NEW YORK, NEW YORK

AS BUYER

015615

THIS CONTRACT entered into as of the 1st day of January, 1974,
by and between PHILLIPS PETROLEUM COMPANY, a Delaware corporation with an
operating office in Bartlesville, Oklahoma, hereinafter referred to as "Seller,"
and CELANESE CORPORATION, a Delaware corporation with an operating office at
522 Fifth Avenue, New York, New York, hereinafter referred to as "Buyer,"

W I T N E S S E T H:

In consideration of the premises and of the mutual benefits to Buyer
and Seller, the parties hereto agree as follows:

1. QUANTITY

Seller hereby agrees to sell and deliver and Buyer hereby agrees to
purchase, receive, and/or pay for, during the period, on the terms and conditions
and at the price hereinafter stated, ethylene (hereinafter sometimes referred to
as the "Product") produced in Seller's existing ethylene production facilities
near Sweeny, Texas (hereinafter sometimes referred to as "Seller's facilities")
for use in Buyer's plants located on Buyer's industrial tracts near La Porte,
Texas, Bay City, Texas, and Clear Lake, Texas, in the following quantities:

<u>Calendar Year</u>	<u>Quantity, Millions of Pounds</u>
1974	965
1975	650

2. PERIOD OF CONTRACT

This contract shall be binding upon the parties upon execution hereof;
however, the provisions hereof shall become effective January 1, 1974, and shall
remain in full force and effect through December 31, 1975.

015616

3. SPECIFICATIONS

All of the Product to be sold and purchased hereunder shall meet the specifications therefor set forth in Exhibit A attached hereto and by this reference made a part hereof as fully as though herein set forth at length.

Should the Product delivered to Buyer fail at any time to conform to the specifications set forth in said Exhibit A, either party shall promptly notify the other party of any such failure. If, at any time, and from time to time, Seller is unable to deliver Product meeting the specifications, Buyer may at its election either (i) reject any Product not conforming to such specifications, or (ii) accept any deliveries of such off-specification Product as Seller shall have available. The term of this contract shall not be extended by the length of time of any period or periods when Seller is unable to deliver Product meeting the specifications..

4. DELIVERIES

Deliveries of Product hereunder shall be made into Buyer's pipelines at, and the points of delivery shall be, at the point of connection with Seller's pipelines or pipelines arranged for by Seller existing at the date of this contract, located just inside the boundary of Buyer's said industrial tracts near La Porte, Texas, Bay City, Texas, and Clear Lake, Texas. Celanese Pipeline Company, a subsidiary of Buyer, has a pipeline extending from Buyer's industrial tract near Clear Lake, Texas, to a location near Texas City, Texas, and Buyer hereby agrees to accept deliveries of the Product at the point or points of connection of this pipeline with pipelines belonging to others used to effect deliveries of the Product for the account of Seller. Title to the Product shall pass from Seller to Buyer at said points of deliveries.

Buyer shall have no responsibility or liability on account of

anything which may be done, happen, or arise with respect to Product before delivery and Seller shall have no responsibility or liability on account of anything which may be done, happen, or arise with respect to Product after delivery. Seller shall bear all costs of transporting the Product to said points of delivery and Buyer shall similarly bear all such costs of transporting the Product from said points of delivery to the point or points of use by Buyer. Such deliveries shall be made at the pressure designated by Buyer, but (a) not exceeding 600 pounds per square inch gauge at the La Porte Plant, (b) not exceeding 575 pounds per square inch gauge at the Bay City Plant, (c) not exceeding 350 pounds per square inch gauge at the Clear Lake Plant, and (d) not exceeding 1,100 pounds per square inch gauge at the Texas City point of delivery. Deliveries of Product to Buyer hereunder at the Texas City point of delivery shall not exceed 300,000,000 pounds during any calendar year. Seller shall install, or have installed, maintain and operate at said delivery points, suitable meters whereby the volumes of Product delivered by Seller to Buyer at said delivery points shall be measured and the temperatures and pressures recorded, and Buyer shall grant to Seller all necessary rights and easements for the installation, maintenance, operation, and removal of said meters. Buyer, if it so elects and gives notice of such election to Seller, shall have the right to observe the periodic recalibration of Seller's said meters, such recalibration to be made, at Seller's expense, as often as necessary but no less than once each month. Buyer may, at its option, and at its sole cost and expense, install check meters at said points of connection and, in the event it does so, Seller will furnish Buyer with information to permit Buyer to duplicate Seller's meters. The volume of Product delivered by Seller to Buyer hereunder for each day shall be determined

by reference to daily readings of Seller's said meter and for this purpose, a day shall be construed to extend from 8:00 a.m. on one day to 8:00 a.m. on the next succeeding day; and correction factors and calculations from such meter readings for the purpose of determining the daily quantities of Product delivered hereunder shall conform with procedures mutually agreed upon by the parties. Such daily quantities shall be converted to pounds of Product in accordance with the methods set forth in Exhibit B attached hereto and by this reference made a part hereof as fully as though herein set forth at length.

It is contemplated that deliveries of the Product hereunder shall be made in approximately equal daily installments; provided, however, Seller shall not be obligated without its consent to deliver more than 27.5 percent of the annual quantities hereunder in any one calendar quarter year.

In the event representatives of the parties hereto are unable to agree (i) on whether any Product delivered hereunder meets the specifications set forth in Section 3 hereof, or (ii) on the measurement of any Product delivered hereunder for which provision is made in this Section 4, or (iii) on the determination of pounds of Product delivered hereunder in accordance with the methods prescribed in Phillips Petroleum Company's Ethylene Gas Flow Measurement Manual, dated January 1, 1963; such tests, measurements and/or determination of pounds of Product shall be made either by Chas. Martin Inspectors of Petroleum, Inc. or E. W. Saybolt & Company, as the party requesting such test, measurements and/or determination of pounds of Product may elect or such other recognized referee as may be agreed upon by the parties. The decision of such referee with respect to such matters shall be final, conclusive, and binding on each of the parties hereto and the charges of such referee shall be borne equally by them.

015619

5. PRICE

The base price of Product sold and delivered hereunder shall be 2.94 cents per pound provided however, this price shall be subject to adjustment as follows:

The price per pound of Product sold and delivered hereunder shall be subject to adjustment at the end of each accounting period beginning January, 1974 and each month thereafter during the term of this contract. An accounting period shall be a calendar month extending from 8:00 a.m. of the first day of the month to 8:00 a.m. of the first day of the next succeeding month. The price for each accounting period shall be determined by the following formula:

$$BP + 0.365 (E-3.0) + 0.103 (B-7.77) + 0.041 (P-6.27) = ABP$$

The terms BP, E, B, P, and AB in such formula being:

BP - Base price in cents per pound

ABP - Adjusted base price in cents per pound

E - Seller's cost of ethane in cents per gallon for the current accounting period as determined under Seller's ethane agreement with Exxon dated July 1, 1973.

P - Seller's established Mt. Belvieu price for propane in cents per gallon during the current accounting period.

B - Seller's established Mt. Belvieu price for propane in cents per gallon during the current accounting period plus 1.5 cents per gallon.

6. ESTIMATES

On or before the 15th day of each March, June, September, and December that this contract shall be in force and effect, Buyer shall give to Seller written notification of Buyer's estimated requirements of Product for

use in said Plants which Buyer intends to purchase from Seller hereunder, during the next succeeding calendar quarter year (by months) and the following three calendar quarter years (by quarter years). Buyer shall also furnish Seller with its estimate of Buyer's requirements for the next two succeeding calendar years. No such estimate, furnished for Seller's information only, shall in any way alter the rights or obligations of either party as set forth in this contract.

7. GOVERNMENTAL CONTROLS

If the present or future interpretation of any law or governmental decree, order, regulation, or ruling under any existing or future legislation to any extent shall prevent Seller at any time from revising the price as herein provided or shall nullify or reduce said price specified herein, Seller may terminate this contract by giving Buyer 90 days' prior written notice. Notwithstanding anything herein contained and in the event of such notice, Buyer and Seller agree to endeavor to secure a mutually agreeable alternative to termination.

8. TAXES

Any tax (except ad valorem, franchise, and income taxes) license fee, inspection fee, or other charge imposed by any governmental authority or other agency on, or measured by gross receipts from, Product herein sold, or on the production, manufacture, transportation, sale, use, delivery, or other handling of Product or any component thereof, or on any feature thereof, or of this contract, existing at the time of any delivery hereunder, shall be added to

the price then in effect hereunder and shall be paid by Buyer to Seller, if such tax, fee, or charge is required to be, or is paid by Seller. Failure of Seller to add any such tax, fee, or charge to the invoice shall not relieve Buyer of liability therefor.

9. PAYMENT

Payment by Buyer for Product sold and purchased hereunder shall be made to Seller at its office in Bartlesville, Oklahoma, or any other U.S. location designated in writing by Seller, on the following terms: the full invoice amount (without discount) within ten days after receipt of invoice. Seller shall have right to assess a delinquency charge at a rate of one percent per month on each invoice not paid within the period specified.

It is agreed that Seller may decline to make deliveries of the Product under this contract, except for cash payable on delivery, whenever Seller, for any reason, shall have any doubt as to Buyer's financial responsibility and shall so advise Buyer, whereupon Buyer shall have the privilege of satisfying Seller as to Buyer's financial responsibility. If Seller is so satisfied, deliveries may be resumed hereunder on the terms provided in the first sentence of this Section 9. Seller may exercise its rights under this section at any time and from time to time during the continuance of this contract.

10. CLAIMS

No claim of any kind, whether as to Product (whether or not conforming to specifications) delivered or for nondelivery of Product, and whether or not

based on negligence, shall be greater in amount than the purchase price of the Product in respect of which such claim is made. In no event shall Seller be liable for special, indirect, or consequential damages, whether or not caused by or resulting from the negligence of Seller.

11. NOTICES

All notices provided for herein shall be considered as properly given if in writing and delivered personally or sent by United States mail duly directed to the post office addresses of the parties hereto:

BUYER

President
Celanese Chemical Company
245 Park Avenue
New York, New York 10036

with a copy to

Vice President, Manufacturing & Technical
Celanese Corporation
522 Fifth Avenue
New York, New York 10036

SELLER

General Manager
Special Products Division
Phillips Petroleum Company
Bartlesville, Oklahoma 74004

or at such other address as either above-named party shall from time to time designate for the purpose by a Registered or Certified letter addressed to the other party. The date of service of a notice served by mail shall be the date on which such notice is deposited in a United States Post Office at place of mailing, properly addressed with postage prepaid and duly registered or certified with return receipt requested.

12. FORCE MAJEURE

No failure or omission by either of the parties hereto in the performance of any obligation of this contract (except payment by Buyer for Product delivered to Buyer hereunder) shall be deemed a breach of this contract nor create any liability for damages if the same shall arise from any cause or

causes beyond the control of such party, including, but not restricted to, the following, which for the purpose of this contract shall be regarded as beyond the control of such party: acts of God; any act of Federal, state, or local government or any agency thereof; compliance with requests, rules, regulations, or orders of any governmental officer or authority; fire; storm; flood; earthquake; explosion; accident; acts of the public enemy; war; rebellion; insurrection; riot; sabotage; invasion; epidemic; quarantine restrictions; strike; lockout; disputes or differences with workmen (howsoever arising or from whatever cause); labor shortages; transportation embargoes or failures or delays in transportation; or exhaustion or reduction or unavailability or delays in deliveries of any product or material necessary in the production and consumption of Product deliverable hereunder, including petroleum products, supplies and raw materials and ingredients. In the event that either Seller or Buyer finds it necessary to avail itself of the foregoing force majeure provisions, this contract shall not be extended thereby, but the quantities specified hereinabove shall be ratably reduced for the period during which such force majeure may exist and Seller shall have the right to allocate its available supply of Product among its customers and its own operations in an equitable manner.

13. WAIVERS

The right of either party to require strict performance by the other party of any and/or all obligations imposed upon such other party by this contract shall not in any way be affected by previous waiver, forbearance or course of dealing.

14. WARRANTIES

Seller warrants that all Product delivered hereunder will comply with the specifications in Exhibit A, will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and that Seller will convey good title thereto. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR

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IMPLIED), INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

15. ASSIGNABILITY

All of the terms, conditions, and provisions hereof shall extend to and be binding upon the respective parties hereto, their successors and assigns; provided, however, that neither party shall assign this contract or any interest herein without the prior written consent of the other party being first had and obtained, except that either party may, without the consent of the other, assign this contract or any interest herein to any company of which it is a subsidiary or to any of its subsidiary or affiliated companies (but in such event the party assigning shall not be relieved of its primary liability hereunder to the other party hereto), or to a corporation with which such party merges or to which such party's assets used in the performance hereunder shall be sold and conveyed during the term hereof.

16. ENTIRETY OF AGREEMENT

This instrument contains the entire agreement between the parties hereto regarding the sale, purchase, and delivery of Product for Buyer's said Plants during the period provided herein, and no prior promises, agreements, or warranties, written or verbal, shall be of any force or effect unless embodied herein. No modification of this contract shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgement or acceptance of any purchase orders or printed forms containing different conditions.

17. PRIOR AGREEMENTS

Effective January 1, 1974, the contract for sale and purchase of Product dated January 11, 1973, and all other prior agreements, written or

015625

verbal, by and between the parties hereto with respect to the sale and purchase by Buyer of Product shall be of no further force and effect.

18. APPLICABLE LAW

The validity, interpretation and performance of this contract shall be governed by the law of the State of Texas.

IN WITNESS WHEREOF, this contract is executed in duplicate for each party by and through its respective officers duly authorized, as of the date first above written.

ATTESTED:

PHILLIPS PETROLEUM COMPANY

By _____

By _____
SELLER

ATTESTED:

CELANESE CORPORATION

By _____

By _____
BUYER

EXHIBIT A
SPECIFICATIONS FOR ETHYLENE

<u>Component</u>	<u>Specification</u>	<u>Test Method</u>
Ethylene, min. mol %	99.85	Gas Chromatography PPCo. WT-66R
Inerts*, max. mol %	0.150	Gas Chromatography PPCo. WT-66R
Other Olefins, max. mol %	0.025	Gas Chromatography PPCo. WT-66R
Carbon Dioxide, max. ppm	15	Gas Chromatography PPCo. WT-66R
Acetylene, max. ppm	15	Gas Chromatography PPCo. WT-66R
Total Sulfur, max. ppm	1	Lamp Turbidimetric ASTM D 1266, App.I
Hydrogen Sulfide, max. ppm	1	Colormetric-Methylene Blue, PFCo. 32-52R(Revised)
Hydrogen, max. ppm	5	Gas Chromatography PPCo. WT-66R
Carbon Monoxide, max. ppm	5	Gas Chromatography PPCo. WT-66R
Oxygen, max. ppm	5	Gas Chromatography PPCo. WT-66R
Water, max. ppm	10	Karl Fischer PPCo. 123-59R (Rev. III) (Modified)**

* Includes only methane, ethane, and nitrogen

** Modified to use high pressure sample containers

015627

EXHIBIT B

METHOD OF CONVERSION OF VOLUMES OF ETHYLENE
TO POUNDS OF ETHYLENE

The pounds of Ethylene delivered daily shall be determined in accordance with the method outlined in the booklet entitled "Phillips Chemical Company Ethylene Gas Flow Measurement Manual as Revised January 1, 1963." The methods of gas flow measurement, the methods of gas volume computation, and the data on ethylene, ethane, methane, and acetylene densities outlined in the manual referred to above will be controlling provided, however, that revisions in the aforesaid manual may be made at any time during the life of this contract upon agreement by both parties.

015628

EXHIBIT A

I. REAL ESTATE

TRACT I:

BEGINNING at the point of intersection of the center line of State Highway No. 134 (Battleground Road) and the center line of a 60 ft. road known as Miller Cutoff Road said point also being in the West line of the Arthur McCormick Survey A-46, Harris County, Texas, and in the West line of Tract A of that certain deed from K. S. Adams, Jr., d/b/a/ Rio Hondo Oil Company to Phillips Petroleum Company, dated April 4, 1956, and filed for record under County Clerk's file No. 1580577 in Harris County, Texas, said point being N 2° 29' W 5718.8 feet from the Southwest corner of said Tract A;

THENCE N 87° 28' E with the center line of said Miller Cutoff Road 3003.9 feet to a point in the East line of said Tract A;

THENCE S 20° 55' W with the East line of said Tract A 2193.9 feet to a 3/4" iron rod, the Northeast corner of a 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al March 10, 1952, recorded in Volume 2419, page 524 of the Deed Records of Harris County, Texas;

THENCE S 87° 33' W with the North line of said Houston Lighting and Power Company tract, 2133.4 feet to a point in the center line of State Highway No. 134, said point being also in the West line of the Arthur McCormick Survey and in the West line of the abovementioned Tract A;

THENCE N 2° 29' W with the center line of said State Highway No. 134 and the West line of Tract A, 2010.0 feet to the place of beginning, containing 118.63 acres, more or less.

TRACT II:

BEGINNING at a 3/4 inch iron rod set in the East line of Tract A, referred to in Tract I, described above, and S 20° 55' W 81.7 feet from the Southeast corner of said Tract I, and being also the Southeast corner of that certain 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al by deed dated March 10, 1952, recorded in Vol. 2419, page 524 of the Deed Records of Harris County, Texas;

THENCE S 20° 55' W with the East line of said Tract A, 3097.1 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap;

THENCE S 88° 05' W 870.4 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap set in West line of said Tract A and on the Southern extension of the center line of State Highway No. 134;

THENCE N 2° 29' W with the West line of said Tract A and with the center line of State Highway No. 134 and the Southern extension thereof, 2834.6 feet to a point in the Western extension of the South line of the said Houston Lighting and Power Company 3.54 acre tract, said point being also S 2° 29' E 75.0 feet from the Southwest corner of the above described Tract I;

THENCE N 87° 33' E with the South line of said Houston Lighting and Power Company 3.54 acre tract and the Western extension thereof, 2100.8 feet to the place of beginning, containing 96.86 acres, more or less.

and being the same land conveyed to Celanese by Phillips Petroleum Company, hereinafter called "Phillips", by deed dated April 5, 1956, recorded Volume 3133, page 361 et seq., of the Deed Records of Harris County, Texas, subject, however, to the following:

(1) The easements reserved to Phillips Petroleum Company and to a full one-eighth (1/8) nonparticipating royalty interest in and to all oil, gas and other minerals which are described in the above described deed from Phillips to Celanese.

(2) The conveyances by Celanese and Phillips of a 56 foot strip of land containing 2.74 acres to Harris County Houston Ship Channel Navigation District for use for railroad purposes, said instrument being dated March 14, 1957 and recorded in Volume 3691, page 595 et seq., of the Deed Records of Harris County, Texas.

(3) The conveyance by Celanese and Phillips of a 14 foot strip of land containing 0.69 acres to Harris County Houston Ship Channel Navigation District, said instrument being dated March 14, 1957, and recorded in Volume 3691, page 591 et seq., of the Deed Records of Harris County, Texas.

(4) Conveyance by Celanese to Humble Pipe Line Company of two tracts of land, one containing 2.452 acres and the other containing 1.46 acres, together with the reversionary interest of Celanese in an additional strip 14 feet in width containing 0.6896 acres, said instrument being dated December 16, 1969, and recorded in Volume 7452, page 203 et seq., of the Deed Records of Harris County, Texas.

(5) Right-of-way deed from William T. Andrews et al to Harris County Houston Ship Channel Navigation District granting the right to construct a railroad across 1.73 acres of land, being a strip 100 feet in width, said instrument being dated August 24, 1951, and recorded in Volume 2329, page 610 et seq., of the Deed Records of Harris County, Texas.

(6) Easement from J. B. Hine and W. R. Andrews to Houston Lighting and Power Company covering a 22 foot strip of land immediately adjoining to the North the 3.541 acre tract owned in fee by Houston Light & Power Company and which lies between Tract I and Tract II hereinabove described, said instrument being dated October 9, 1925, and recorded in Volume 572, page 511 et seq., of the Deed Records of Harris County, Texas.

(7) Easement from J. B. Hine et al to Harris County granting several easements including that upon which State Highway No. 134 has been constructed, said instrument being dated July 3, 1928, and recorded in Volume 773, page 305 et seq., of the Deed Records of Harris County, Texas.

(8) Easement for pipe line purposes from J. B. Hine et al to Shell Pipe Line Corporation covering a strip of land 30 feet in width, said instrument being dated November 2, 1942, and recorded in Volume 1261, page 738 et seq., of the Deed Records of Harris County, Texas.

(9) Easements to Defense Plant Corporation for pipe line purposes described as follows:

- (a) Grantor: Guardian Trust Company,
Trustee
Dated: — June 8, 1943
Recorded: Volume 1282, page 552,
Deed Records, Harris
County, Texas
- (b) Grantor: W. J. Howard
Dated: June 11, 1943
Recorded: Volume 1273, page 365,
Deed Records, Harris
County, Texas
- (c) Grantor: J. B. Hine et al
Dated: June 16, 1943
Recorded: Volume 1300, page 96,
Deed Records, Harris
County, Texas

and which pipe lines are also covered by the following easements to Texas Eastern Transmission Corporation:

- (a) Grantor: Wm. T. Andrews et al
Dated: August 31, 1949
Recorded: Volume 1985, page 249,
Harris County Deed Records
- (b) Grantor: W. J. Howard
Dated: September 25, 1949
Recorded: Volume 1985, page 254,
Deed Records, Harris
County, Texas.
- (c) Grantor: Florence A. Rickenbaker
et vir
Dated: September 24, 1949
Recorded: Volume 1985, page 256,
Deed Records, Harris
County, Texas

(10) Easement for pipe line purposes covering a strip of land 10 feet in width executed by William T. Andrews et al to Warren Petroleum Corporation, said instrument being dated March 23, 1951, and recorded in Volume 2292, page 576 et seq., of the Deed Records of Harris County, Texas.

(11) Easement for pipe line purposes covering a strip of land 20 feet in width granted by William T. Andrews et al to Gulf Refining Company and Gulf Oil Corporation, said instrument being dated August 6, 1951, and recorded in Volume 2323, page 119 et seq., of the Deed Records of Harris County, Texas.

(12) Easement for pipe line purposes granted by William T. Andrews et al to United Gas Pipe Line Company, said instrument being dated September 28, 1951, and recorded in Volume 2350, page 295 et seq., of the Deed Records of Harris County, Texas.

(13) Easement for pipe line purposes granted by J. B. Hine et al to Humble Oil & Refining Company covering a strip of land 30 feet in width, said instrument being dated June 8, 1937, and recorded in Volume 1059, page 159 et seq., of the Deed Records of Harris County, Texas.

(14) Easement for electric transmission and distribution line from Celanese to Houston Lighting & Power Company covering a strip of land 92 feet in width and 110 feet in length, said instrument being dated May 27, 1966, and recorded in Volume 6388, page 596 et seq., of the Deed Records of Harris County, Texas.

(15) Easement for pipe lines, pole lines, conduits, drainage ditch, railroad tracks, roadway and similar uses covering a strip of land containing 0.182 acres, granted by Celanese to Phillips, said instrument being dated February 26, 1963, and recorded in Volume 5061, page 293 et seq., of the Deed Records of Harris County, Texas.

(16) Easement for pipe lines, pole lines, conduits, drainage ditch, railroad tracks, roadway and similar uses covering two tracts, one containing 0.0614 acres and the other 0.2139 acres, granted by Celanese to Phillips, said instrument being dated August 12, 1964, and recorded in Volume 5628, page 358 et seq., of the Deed Records of Harris County, Texas.

(17) Easement for railroad purposes from Texas and New Orleans Railroad Company to Harris County Houston Ship Channel Navigation District, said instrument being dated January 30, 1958, and recorded in Volume 3691, page 611 et seq., of the Deed Records of Harris County, Texas.

(18) Easement for pipe line purposes from J. B. Hine et al to Shell Pipe Line Corporation covering a strip of land 30 feet in width, said instrument being dated February 15, 1943, and recorded in Volume 1261, page 737 et seq., of the Deed Records of Harris County, Texas.

(19) Easement from Phillips and Celanese to Shell Pipe Line Corporation for pipe line purposes, said instrument being dated March 14, 1957, and recorded in Volume 3696, page 691 et seq., of the Deed Records of Harris County, Texas.

(20) Easement for electric transmission and distribution line from J. B. Hine et al to Houston Lighting and Power Company covering a strip 22 feet in width, said instrument being dated October 9, 1925, and recorded in Volume 572, page 511 et seq., of the Deed Records of Harris County, Texas.

(21) License agreement from Celanese to Houston Lighting & Power Company covering a power line on a 50 foot strip of land dated September 27, 1963, recorded Volume 5359, page 38 et seq., of the Deed Records of Harris County, Texas.

(22) Easement from Celanese to Union Carbide Corporation for a Nitrogen Pipe Line, approximately 748.82 feet in length, said instrument being dated November 1, 1974, and recorded in Volume , page et seq., of the Deed Records of Harris County, Texas.

(23) Easement from Celanese to Phillips Chemical Company for an ethylene pipe line over a designated route within Tract II, said instrument being dated October 22, 1957, and recorded in Volume 3433, page 168 of the Deed Records of Harris County, Texas, and said easement being assigned by Phillips Chemical to Phillips Petroleum Company by an Agreement dated September 25, 1963, recorded in Volume 5312, page 413 of the Deed Records of Harris County, Texas.

(24) Easement from Celanese to Texas Eastern Transmission Corporation for constructing and maintaining a pipeline cathodic protection unit, said instrument being dated November 20, 1959, and recorded in Volume 3889, page 317 of the Deed Records of Harris County, Texas.

(25) Easement from Celanese to United Gas Pipeline Company to construct, maintain and operate a meter station with all appliances appurtenant thereto upon a site in Tract II, said instrument being dated January 6, 1970, and recorded in Volume 7882, page 11 of the Deed Records of Harris County, Texas.

(26) Any and all other easements, rights-of-way and licenses of record in Harris County, Texas, over, under or across the above described land whether or not hereinabove specifically described. Where reference is made to any instrument hereinabove and its record in Harris County, Texas, such reference shall be deemed to be made for all purposes and to the content of each such instrument and the record thereof in its entirety.

EXHIBIT A

II. Patents

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Issue Date</u>
2,951,067	Solvent Recovery	Durton E. Gach	August 30, 1960
3,021,320	Polymerization of Ethylene with Catalysts of Alkali Metal Borohydrides, Aluminum Halides and Group IVA Metal Halides	Carl N. Zellner Alfred J. Pook	February 13, 1962
3,078,264	Polymerization of Ethylene and Catalyst Therefor	Carl N. Zellner	February 19, 1963
3,080,335	Use of Armonia Yielding Compounds in the Pigmenting of Thermoplastic Resins and Methods Therefor	S. Klosowski	March 5, 1963
3,084,150	Preparation and Recovery of Olefin Polymers	W.C. Mills	April 2, 1963
3,156,681	Polymerization Process	S. Kavesh A. Rosenthal G. Halek	November 10, 1964
3,200,059	Polymer Purification	W.C. Mills	August 10, 1965
3,223,688	Vinyl Polymerization Process Using a Cocatalyst of Chromyl Compound with Organometallic Compound	E.J. Badin	December 14, 1965
3,267,335	Polymerization of Olefin in the presence of Ziegler Type Catalyst Systems	D.E. Stuetz	November 22, 1966

(Cont'd.)

3,376,248

Copolymers of Alpha-Olefins and
Olefins Substituted Cycloalkanes
and Fibers Therefrom

E. Kirkland

April 2, 1968

Pending U.S. Patent Application:

Serial No. 361,668 - Cyclone Separator - R.M. Spitzenberger - filed May 18, 1973

Foreign patents to be transferred
with the corresponding U.S. Patents

U.S. Patent No.	Canada		Japan	
	Patent No.	Expiration Date	Patent No.	Expiration Date
2,951,007	608,817	Nov. 15, 1977		
3,021,320	709,824	May 18, 1982		
3,078,264	669,675	Sept. 3, 1981		
	682,510	March 17, 1981		
3,080,335	688,011	June 2, 1981		
3,084,150	621,869	June 13, 1978		
3,156,681	725,263	Jan. 4, 1983		
3,200,059	742,197	Sept. 6, 1983	442,346	Sept. 8, 197
3,223,688	702,061	Jan. 19, 1982		
	716,647	Aug. 24, 1985		
3,287,335	818,650	July 22, 1986		
3,376,248	807,222	Oct. 4, 1982		
361,668 (Serial No.)	200,128 (Application No.)			

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EXHIBIT A

III. Other Depreciable Assets to Be Listed or Identified

All depreciable assets situated at or pertaining to the Deer Park, Texas HD-PE facilities of Seller or the existing HD-PE business of Seller (with the exception of items set forth in Exhibit A-2 and other items to be excluded pursuant to Section 1.01) including, without limitation, the following:

1. site improvements such as roads, fences, drainage facilities and landscaping;
2. buildings including such appurtenances as are considered to be an integral part of the structure;
3. machinery and equipment;
4. furniture and fixtures;
5. automobiles and trucks owned by Celanese;
6. 161 hopper cars described more specifically in Attachment A; and
7. construction in progress.

ATTACHMENT A

<u>Car Initials and Number(s)</u> (Sellers Reporting Marks)	<u>Date Built New</u>	<u>Date Rebuilt</u>	<u>Type of Car</u>
CELX 500-509	7/67	--	L 254
" 510-519	7/67	--	"
" 520-534	6/68	--	"
" 535	11/68	--	"
" 536	1/70	--	"
" 537-549	10/68	--	"
" 700	4/70	--	"
" 701-702	5/70	--	"
" 703	4/70	--	"
" 704-707	5/70	--	"
" 708, 709	4/70	--	"
" 710-712	5/70	--	"
" 713, 714	4/70	--	"
" 715	5/70	--	"
" 716-720	4/70	--	"
" 721	5/70	--	"
" 722, 723	4/70	--	"
" 724-732	5/70	--	"
" 733	4/70	--	"
" 734	5/70	--	"
" 735-749	12/70	--	"
" 750-772	5/72	--	"
" 800-837	4/73	--	"

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TABLE OF CONTENTS

Exhibit A	Scheduled Assets Referred to in Section 1.01
Exhibit A-1	List of Prepaid and Deferred Items Being Transferred to Buyer Referred to in Section 1.01
Exhibit A-2	Items Which are Excluded from Assets Being Transferred to Buyer Referred to in Section 1.01
Exhibit B	Leases, Contracts and Other Commitments Assumed by Buyer Referred to in Section 1.02
Exhibit B-1	Consents Required for the Transfer to Buyer of any of the Assets Referred to in Section 2.02
Exhibit C	Form of Promissory Note and Guaranty Referred to in Section 1.04
Exhibit D	List of All Mortgages, Liens, Pledges, Shares or Encumbrances Required under Section 2.03
Exhibit E	Ethylene Supply Contract Referred to in Section 4.04
Exhibit F	Nylon Plant Operating Agreement Referred to in Section VIII
Exhibit G	High Density Polyethylene Conversion Contract Referred to in Section 4.04
Exhibit H	Trademark License Referred to in Section IX
Schedule I	Form of Deed Referred to in Section 1.01
Schedule II	Form of Indenture of Transfer Referred to in Section 1.01
Schedule III	Form of Buyer's Assumption of Obligations Referred to in Section 1.02
Schedule IV	Claims, Actions, Proceedings or Investigations Referred to in Section 2.05
Schedule V	Pending, Threatened or Imminent Litigation, Investigations or Threatened Work Stoppages or Labor Disputes Referred to in Section 2.06

(continued)

015639

TABLE OF CONTENTS
(continued--page 2.)

Value

Lists Referred to in
Section 2.07A

Real Property Owned or Leased by Seller

Lists Referred to in
Section 2.07B

Value

All letters patent, patent applications,
copyrights, trademarks, service marks,
trade names and licenses and rights

Lists Referred to in
Section 2.07C

Value

All bonus, incentive compensation, profit
sharing, retirement, pension, group insurance,
death benefits or other fringe benefit plans,
trust agreements or arrangements

Value

Lists Referred to in
Section 2.07D

All collective bargaining agreements, con-
sulting agreements and employment and com-
pensation agreements relating to employees

Lists Referred to in
Section 2.07E

Pending or contemplated purchase orders or
other commitments for the acquisition of
property, plant and equipment

Lists Referred to in
Section 2.07F

All contracts or commitments for conversion
of ethylene and for sale of Products

Lists Referred to in
Section 2.07G

None

Lists Referred to in
Section 2.07H

Summary of Seller's pending capital
appropriations

015640

M. Kendrick

October 9, 1974

Val I

ERRATA NOTICE NO. 4

1. Insert the following amendments to the License Agreement dated September 7, 1955 with Phillips Petroleum Company after Exhibit B: April 25, 1958; April 5, 1960; January 31, 1963; September 6, 1963; and February 15, 1966.

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10/10/74

ERRATA NOTICE NO. 5

1. Under Exhibit A-2, insert new pages 1 and 4 ✓
2. Insert new Exhibit B-1^a ✓
3. Insert new page 1 under Section 2.07 B ✓
4. Insert new 2.07 E ✓
5. Insert new Schedule V plus new correspondence
at end of Schedule V. ✓

Copies to:

L. E. Emge - 4
Head & Kendrick - 1
M. Schultz - 1
Sullivan & Cromwell - 3
Vinson-Elkins - 1

015642

EXHIBIT A-2

(Items Which are Excluded from Assets
Being Transferred to Buyer Referred to
in Section 1.01)

1. Leased items referred to in Exhibit B.
2. Fixed Assets and Unscheduled Assets relating to the nylon operation at Deer Park, Texas.
3. Fixed Assets and Unscheduled Assets owned by Celanese Corporation or any of its subsidiaries or affiliates which are located outside of Deer Park, Texas whether or not related in whole or in part to the manufacture, marketing and sale of high density polyethylene or nylon except certain equipment, apparatus and other physical assets located in Seller's Summit, New Jersey facilities which Buyer shall be entitled to remove in accordance with Section VII.
4. Contracts, commitments and leases which are now in effect or may hereafter be put into effect (other than those referred to in Section 1.02 or attached as Exhibits E, F and G hereto), including without limitation those relating to the purchase, sale, trade, manufacture or other acquisition or disposition of ethylene.
5. Patents and patent invention disclosure relating to films including without limitation the following:

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Issue Date</u>
2,795,820	Treatment of Polyethylene	H.J. Grow J.H. Prichard W.D. Paist	June 18, 1957
2,844,731	Film Treatment	S. Plonsky B. Chow A. Schneider	July 22, 1958
2,923,964	Treatment of Surfaces of Polyethylene Resin	S. Plonsky	February 9, 1960
2,971,222	Extrusion of Uniform Film	S.N. Weissman	February 14, 1961
2,991,360	Film Treating Apparatus	A. Schneider S. Plonsky	July 4, 1961
3,052,917	Production of Wrinkle-Free Film	H.S. Ham	September 11, 1962

Patent Invention Disclosure:

In draft form for filing in U.S. Patent Office (Docket No. 5426) - Container -
G.S. Krishenbaum, E.A. Vogelfanger

015643

Numerous customers complained orally about the curtailment of sales of polyethylene by the Celanese Plastics Company. Some customers wrote letters in their own behalf concerning the curtailment.

1. The following customers have retained attorneys in connection with the decision to reduce or terminate sales of polyethylene to them, and attached are copies of correspondence between and the Celanese Plastics Company.

	<u>Customer Letter</u>	<u>Response</u>
a. American Master	o	o
b. Quality Plastics	x	x
c. Webco	x	x
d. Dougherty Bros. Co.	x	x
e. Air-Lock Plastics, Inc.	o	x
f. Polycon	o	x
g. Camelot Plastics	o	x
h. Superior Dairy	o	o

Meetings have been held with the attorneys for another customer, Sewell, and a memorandum concerning same is attached.

2. Mr. Charles T. Almand has filed charges with the Equal Employment Opportunity Commission in Houston, Texas concerning his brief employment at the plant in Deer Park, Texas. The charges are numbered THU 4-1096 and THU 4-1260. The Commission has found that the evidence does not support either of these charges.
3. The status of the Waste Control Order No. 00544 issued by the Texas Water Quality Board, and the status of a NPDES Permit issued by Region VI Office of the Environmental Protection Agency is explained in the attached letter from Head & Kendrick dated September 19, 1974. Also attached are copies of the above permits and related correspondence.

10/4/74

015644

Kendrick

October 11, 1974

ERRATA NOTICE NO. 6

1. Insert new II under Exhibit A ✓
2. Insert new Exhibit B including related documents ✓
3. Insert new Page 5 to Exhibit B-1^a ✓

015645

Exhibit B

1. Diamond Shamrock Corporation dated August 19, 1970 for purchase of hydrogen gas.
2. Texas Alkyls, Inc., letter agreement dated May 19, 1970, for use of hydrogen supply pipeline.
3. Texas Alkyls, Inc. for use of Nitrogen Supply Pipeline, letter agreement dated July 22, 1963, as amended by letter agreement dated September 1, 1966, as further amended by letter agreement dated May 21, 1973. This agreement has been extended orally between the parties until such time as the completion of another pipeline into the Deer Park facilities.
4. Ethyl Corporation, for Hexene-1, from January 1, 1974 to December 31, 1974, as amended for various price increases.
5. Houston Lighting & Power Company, for electricity, beginning October 2, 1972, and signed by the Celanese Plastics Company on October 27, 1972; as modified by a "First Supplemental Agreement", beginning October 2, 1972 and signed by Celanese Plastics Company on October 27, 1972; as amended by letter dated January 17, 1974.
6. Calgon Corporation, (formerly Hall Laboratories, a Division of Hagan Chemicals and Controls, Inc.), for boiler-water containing service dated January 2, 1957.
7. Texas Alkyls, Inc. License Agreement to use metered pipes of Celanese, with the right to purchase water from Celanese, dated May 25, 1959.
8. Industrial Securities Services Corporation, for guards, dated October 1, 1969, as amended by letters dated February 12, 1973, July 25, 1974 and August 5, 1974.
9. Channel Services, Inc., for labor, dated July 1, 1970, as amended by letter agreements:
 - (a) November 24, 1970,
 - (b) April 21, 1971,
 - (c) May 12, 1972,
 - (d) September 20, 1972,
 - (e) May 21, 1973,
 - (f) April 17, 1974,
 - (g) July 12, 1974,
 - (h) July 12, 1974.
10. San Jacinto Maintenance, Inc., for maintenance and labor, dated July 1, 1970, and as amended by two letter agreements, each dated July 12, 1974.
11. United Texas Transmission Company, (formerly known as Pennzoil Pipeline Company, the assignee of United Gas Pipeline Company), for gas, dated April 9, 1969, and amended by letters dated:
 - (a) January 13, 1970,
 - (b) January 21, 1972,

015646

Exhibit B (continued)

(c) March 22, 1972,

(d) April 1, 1974,

(e) April 10, 1974,

(f) April 18, 1974.

(Check with Hayden Head concerning status of the Examiner's Report and recommended order in Gas Utilities Docket No. 502, Curtailment Program of Pennzoil Pipeline Company, attached to his letter of December 31, 1973. Copies of these have been left in the Pennzoil file and have not been duplicated in the event that there are more recent pertinent documents.)

12. Phillips Petroleum Company, for commercial grade N-Pentane Purchase Order No. 070-074-64-4, "Blanket Order" dated 12/26/73, as supplemented by:

(a) Supplement 1, dated 1/23/74, and

(b) Supplement 2, dated 2/25/74, and

(c) Supplement 3, dated 4/4/74.

(Be sure we have a list, for purposes of this Exhibit and Section 2.07 E, of all purchase orders involving future payments of more than \$100,000.)

13. Wanda Petroleum Company, for Iso Butane, dated September 5, 1974, No. 5155-02-11.

(There is only a copy of this contract in the file, and it is signed by Wanda but not by us. Bud Jewett included this name as a possible contract.)

14. Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, for Specialty Products dated January 20, 1974, and amended by letters dated:

(a) May 9, 1974, and

(b) June 14, 1974.

15. Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, Purchase Order No. 070-074-71-4, "Blanket Order" dated 12/31/73, as supplemented by:

(a) Supplement 1, dated 2/13/74, and

(b) Supplement 2, dated 5/8/74, and

(c) Supplement 3, dated 5/15/74, and

(d) Supplement 4, dated 6/24/74.

16. Phillips Petroleum Company, for Iso Butane, Purchase Order No. 070-074-82-4, "Blanket Order", dated 12/26/73, supplemented

Exhibit B (continued)

by:

(a) Supplement 1, dated 1/24/74.

17. Phillips Petroleum Company, for Cyclohexane, dated July 15, 1974.

(The contract term is from April 1, 1974 to June 30, 1974, and "evergreen" for calendar quarter years thereafter until 30 days written notice is given. There is also a letter in the file dated July 16, 1974 from Phillips stating that "We are now able to agree to a period of one year or more." The last purchase order in the file is dated 12/31/73, and is issued under a prior contract. Check with Bud Jewett to see if any purchase orders have been issued under the new contract.)

18. Ciba-Geigy Corporation, for Antioxidant, (Irganox 1010), dated February 25, 1974, as amended by letter dated 4/26/74.

(Check with Jewett re 9/26/74 telex to Polyplastics concerning shipment of 22,000 pounds of antioxidant. Also check concerning handwritten notes re Chuck Larny, letter from Ray West Warehouse Company dated August 15, 1974 and attached contract, and letter from Ashland Chemical Company dated August 9, 1974 to see if these are contracts or commitments in excess of \$100,000.)

19. Union Carbide Corporation, Linde Division, for Nitrogen, dated August 12, 1974.

- 20/ ✓ Houston Pipe Line Company, Phillips Petroleum Company, and Valley Pipe Line, Inc., for Supplemental Gas Supply, dated October 9, 1973.

(Paragraph "g" refers to an "existing" contract originally made with the Celanese Chemical Company dated January 29, 1960 and subsequently amended, some of the terms of which are applicable to this contract. Is this January 29, 1960 contract related to the HD-PE facilities being transferred so that it must be listed?)

21. Brown & Root, Inc., for construction, dated December 6, 1973, as amended by letter dated April 12, 1974.

(We do NOT want to assign this entire contract. It is signed by Celanese on behalf of both the Chemical and the Plastics Company, and, of course, Celanese will want to retain the benefits for the Chemical Company. We can attempt a partial assignment, substituting Solvay for Celanese with respect to construction at the Deer Park facility,---Article 22 allows the assignment to the transferee of any part of Celanese's business---, or we can attempt to secure for Solvay an identical but separate contract in its own name.) *the line is already owned*

22. Equilease Corporation, for Three Clark Fork Lift Trucks (Model 3-500-50) and for Burroughs E9808 Accounting Computer & Associated Equipment dated July 13, 1966, as amended or modified by:

(a) Undated letter from Equilease Company to Celanese Plastics Company at P.O. Box 1414 in Charlotte, North Carolina, Numbered 27898/5/30, and

10/7/74

Exhibit B (continued)
page 4

- (b) letter dated March 20, 1967, and
 - (c) Schedule A, dated December 22, 1971, (Clark Lift Trucks),
and
 - (d) Schedule A, dated May 1, 1969, (for Burroughs equipment).
23. Gulf Coast Building Maintenance Company, for janitorial service, Purchase Order No. 070-074-1-4, "Blanket Order", dated 12/15/73, as amended by Supplement No. 1, dated 7/10/74.
 24. Texas Alkyls, for Diethyl Aluminum Ethoxide, (released to Celanese as 6% WT percent of a high purity Hexane Solution), Purchase Order No. 070-074-10-4, "Blanket Order", dated 8/27/74.
 25. Columbia Match Company, for book matches, Purchase Order No. 070-074-29-4, "Blanket Order" dated 12/20/73.
 26. International Business Machines, for maintenance on typewriters, Purchase Order No. 070-074-50-4, "Blanket Order" dated 4/29/74.
 27. Ernst M. Davis, Ph.D., for water quality investigation, Purchase Order No. 070-074-62-2, "Blanket Order" dated 7/10/72.
 28. Telautograph Corporation, for rentals of transmitter, receivers and key box, Purchase Order No. 070-074-4547-1, dated 5/4/71.
 29. A. Schulman, Inc., for sale and removal of polyethylene scrap, dated 6/28/74.
 30. Phillips Petroleum Company License Agreement dated September 7, 1955 as amended.
 31. Monsanto Company License Agreement dated July 1, 1965.
 32. Shell Chemical Company existing agreement covering conversion of ethylene into high density polyethylene and new proposed letter agreement dated August 22, 1974.
 33. Shippers Car Line, for 59 hopper cars, via 7 (8?) leases as indicated on attached sheet.
 34. RSTX, Inc., for 18 hopper cars, by lease as indicated on attached list.
 35. B.L. Peterson Trust, for leased vehicles, as indicated on attached list.
 36. Lease covering IBM sorter and the UNV verifier/interpreter punch. Check with Jewett.
 37. W. R. Grace and Company - Cogel type catalysts (letter of intent).
 38. Pitney Bowes - 5300 postage meter service - 1/15/74-1/14-65 - indefinite.

015649

10/7/74

Exhibit B (continued)
page 5

39. Industrial District Agreement with City of LaPorte.

40. Water Supply commitment letter.

H. L. Lippert contract -

015650

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Issue Date</u>
2,951,067	Solvent Recovery	Burton E. Cash	August 30, 1960
3,021,320	Polymerization of Ethylene with Catalysts of Alkali Metal Borohydrides, Aluminum Halides and Group IVB Metal Halides	Carl N. Zellner Alfred J. Pouk	February 13, 1962
3,078,264	Polymerization of Ethylene and Catalyst Therefor	Carl N. Zellner	February 19, 1963
3,080,335	Use of Ammonia Yielding Compounds in the Pigmenting of Thermoplastic Resins and Methods Therefor	S. Klosowski	March 5, 1963
3,084,150	Preparation and Recovery of Olefin Polymers	W.C. Mills	April 2, 1963
3,156,681	Polymerization Process	S. Kavesh A. Rosenthal G. Halek	November 10, 1964
3,200,059	Polymer Purification	W.C. Mills	August 10, 1965
3,223,688	Vinyl Polymerization Process Using a Cocatalyst of Chromyl Compound with Organometallic Compound	E.J. Badin	December 14, 1965
3,287,335	Polymerization of Olefin in the Presence of Ziegler Type Catalyst Systems	D.E. Stuetz	November 22, 1966

II. Patents

015651

5 4 (Cont'd.)

3,376,248	Copolymers of Alpha-Olefins and Olefins Substituted Cycloalkanes and Fibers Therefrom	E. Kirkland	April 2, 1968
3,784,661	Process of Blow Molding Containers From Particle Form Polyethylene Resins	J.S. Schaul K.F. Wissbrun M.J. Hannon	January 8, 1974

Pending U.S. Patent Application:

Serial No. 361,668 - Cyclone Separator - R.M. Spitzenberger - filed May 18, 1973

015652

ERRATA NOTICE NO. 7

October 17, 1974

1. Schedule V

✓ Insert new first page - 10/17/74
Delete Heading page of Jones & Vining and insert
correspondence relating to it.

2. Insert #20 and #47 documents under Exhibit B. ✓

3. Insert revised Exhibit B-1 - 10/17/74. ✓

4. Delete 2.07 E List and add new one. ✓

copies to:

L. E. Emge - 4
Head & Kendrick - 1
Manuel Schultz - 1
Sullivan & Cromwell - 3
Vinson-Elkins - 1

015653

10/10/74

- 1.(a) Numerous customers complained orally about the curtailment of sales of polyethylene by the Celanese Plastics Company. The following customers wrote letters in their own behalf concerning the curtailment and attached are copies of the correspondence concerning them:

Atlas Plastics Corporation	James Thompson & Co., Inc.
Amoco Chemicals Corporation	Jay Syrup Company
The Barcolene Company	Jones & Vining
Blackhawk Molding Company	The Kendall Company
Captive Plastics	Laurentide Chemicals, Inc.
Chicago Molded Products Corp.	Ocotillo Plastics
Cleveland Steel Containers	Poly-Seal Corporation
Consupak, Inc.	Purex Corporation
Container Corporation of America	Superior Dairy, Inc.
Flambeau Products Corporation	Techniplast
Flasher Flare Southeast, Inc.	Woodall Industries, Inc.

- (b) The following customers have retained attorneys in connection with the decision to reduce or terminate sales of polyethylene to them, and attached are copies of correspondence between them and the Celanese Plastics Company:

	<u>Customer Letter</u>	<u>Response</u>
a. American Master	x	x
b. Quality Plastics	x	x
c. Webco	x	x
d. Dougherty Bros. Co.	x	x
e. Air-Lock Plastics, Inc.	x	x
f. Polycon	x	x
g. Camalot Plastics	x	x
h. Superior Dairy, Inc.	x	o
i. Crystal Water Co.	x	x
j. James Thompson & Co., Inc.	x	x

Meetings have been held with the attorneys for another customer, Sewell, and a memorandum concerning same is attached.

2. Mr. Charles T. Almand has filed charges with the Equal Employment Opportunity Commission in Houston, Texas concerning his brief employment at the plant in Deer Park, Texas. The charges are numbered THU 4-1096 and THU 4-1260. The Commission has found that the evidence does not support either of these charges.
3. The status of the Waste Control Order No. 00544 issued by the Texas Water Quality Board, and the status of a NPDES permit issued by Region VI Office of the Environmental Protection Agency is explained in the attached letter from Head & Kendrick dated September 19, 1974. Also attached are copies of the above permits and related correspondence.

015654

Lists Referred to in Section 2.07 B

(All letters patent, patent applications, copyrights, trademarks, service marks, trade names and licenses and rights)

1.

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Issue Date</u>
2,951,067	Solvent Recovery	Burton E. Cash	August 30, 1960
3,021,320	Polymerization of Ethylene with Catalysts of Alkali Metal Boro-hydrides, Aluminum Halides and Group IVB Metal Halides	Carl N. Zellner Alfred J. Pouk	February 13, 1962
3,078,264	Polymerization of Ethylene and Catalyst Therefor	Carl N. Zellner	February 19, 1963
3,080,335	Use of Ammonia Yielding Compounds in the Pigmenting of Thermoplastic Resins and Methods Therefor	S. Klosowski	March 1, 1963
3,084,150	Preparation and Recovery of Olefin Polymers	W.C. Mills	April 2, 1963
3,156,681	Polymerization Process	S. Kavesh A. Rosenthal G. Halek	November 10, 1964
3,200,059	Polymer Purification	W.C. Mills	August 10, 1965
3,223,688	Vinyl Polymerization Process Using a Cocatalyst of Chromyl Compound with Organometallic Compound	E.J. Badin	December 14, 1965
3,287,335	Polymerization of Olefin in the Presence of Ziegler Type Catalyst Systems	D.E. Stuetz	November 23, 1966
3,376,248	Copolymers of Alpha-Olefins and Olefins Substituted Cycloalkanes and Fibers Therefrom	E. Kirkland	April 2, 1968
3,784,661	Process of Blow Molding Containers From Particle Form Polyethylene Resins	J.S. Schaul K.F. Wissbrun M.J. Eannon	January 8, 1974

Pending U.S. Patent Application:

Serial No. 361,668 - Cyclone Separator - R.M. Spitzenberger - filed May 18, 1973

015655

October 7, 1974

EXHIBITS B-1

CONSENTS OR SUBSTITUTION AGREEMENTS SHOULD BE OBTAINED FROM THE
FOLLOWING:

1. Ethyl Corporation .
2. Houston Lighting & Power Company
3. San Jacinto Maintenance, Inc.
4. Calgon Corporation
5. Channel Services, Inc.
6. Industrial Securities Services
7. Diamond Shamrock Corporation
8. Union Carbide Corporation, Linde Division,
for nitrogen, dated August 12, 1974
9. Wanda Petroleum Company
10. Texas Alkyls, Inc.
11. Phillips Petroleum Company for cyclohexane dated
July 15, 1974 (Also see 16 below)
12. Exxon Company, U.S. A.
13. Equilease Corporation
14. Ciba-Geigy Corporation, for antioxidant (i.e.
Irganox 1010) dated February 25, 1974, as
amended by letter dated April 26, 1974 -
partial assignment covering Deer Park Plant
only
15. Brown & Root, Inc.
16. Phillips Petroleum Company - describe the 1955 agreement
and its amendments and state that the consent of
Phillips is necessary with respect to confidentiality
provisions in these agreements relating to the poly-
ethylene plant
17. ICI - although nylon assets are not being transferred,
consent of ICI with respect to confidentiality pro-
visions is necessary insofar as Solvay's employees
will be operating the nylon plant
18. Monsanto License
19. Shell Chemical Company - existing contract for conversion
of ethylene into high density polyethylene and new
letter agreement dated August 22, 1974
20. Shippers Car Line (Leases to be delivered to me 9/30/74
for examination)
21. United Texas Transmission Company - Neither a consent
nor a substitution agreement is necessary; however,
in the assignment covering this contract Solvay must
assume all of the obligations of Celanese under the
contract

015656

October 11, 1974

EXHIBITS B-1

CONSENTS OR SUBSTITUTION AGREEMENTS SHOULD BE OBTAINED FROM THE FOLLOWING:

1. Ethyl Corporation
2. Houston Lighting & Power Company
3. San Jacinto Maintenance, Inc.
4. Calgon Corporation
5. Channel Services, Inc.
6. Industrial Securities Services
7. Diamond Shamrock Corporation
8. Union Carbide Corporation, Linde Division,
for nitrogen, dated August 12, 1974
9. Wanda Petroleum Company
10. Texas Alkyls, Inc.
11. Phillips Petroleum Company for cyclohexane dated
July 15, 1974 (Also see 16 below)
12. Exxon Company, U.S. A.
13. Equilease Corporation
14. Ciba-Geigy Corporation, for antioxidant (i.e.
Irganox 1010) dated February 25, 1974, as
amended by letter dated April 26, 1974 -
partial assignment covering Deer Park Plant
only
15. Brown & Root, Inc.
16. Phillips Petroleum Company - describe the 1955 agreement
and its amendments and state that the consent of
Phillips is necessary with respect to confidentiality
provisions in these agreements relating to the poly-
ethylene plant
17. ICI - although nylon assets are not being transferred,
consent of ICI with respect to confidentiality pro-
visions is necessary insofar as Solvay's employees
will be operating the nylon plant
18. Monsanto License
19. Shell Chemical Company - existing contract for conversion
of ethylene into high density polyethylene and new
letter agreement dated August 22, 1974
20. Shippers Car Line (Leases to be delivered to me 9/30/74
for examination)
21. United Texas Transmission Company - Neither a consent
nor a substitution agreement is necessary; however,
in the assignment covering this contract Solvay must
assume all of the obligations of Celanese under the
contract
22. W. R. Biles & Associates, Inc.

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10/17/74

EXHIBITS B-1
Page 2.

24. Eastman Chemical Products, Inc.

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10/18/74

Exhibit B (continued)
Page 6.

53. (continued)

[Question 1: Len Emge

2: These agreements have confidentiality provisions running to Celanese. Do we need that protection after closing?

3: With exception of Aikey and Heath, the agreements are assignable and automatically substitute Solvay in our place.

(a) By such substitution do we lose our protection under the promise of confidentiality.

(b) Do we want to execute substitution agreements for Aikey & Heath, and list them on Exhibits B-1 and B-1a.

54. Proposed tolling agreement with Arco Polymers.

015659

Exhibit B (continued)
page 4

- (b) letter dated March 20, 1967, and
- (c) Schedule A, dated December 22, 1971, (Clark Lift Trucks), and
- (d) Schedule A, dated May 1, 1969, (for Burroughs equipment).
23. Gulf Coast Building Maintenance Company, for janitorial service, Purchase Order No. 070-074-1-4, "Blanket Order", dated 12/15/73, as amended by Supplement No. 1, dated 7/10/74.
24. Texas Alkyls, for Diethyl Aluminum Ethoxide, (released to Celanese as 6% WT percent of a high purity Hexane Solution), Purchase Order No. 070-074-10-4, "Blanket Order", dated 8/27/74.
25. Columbia Match Company, for book matches, Purchase Order No. 070-074-29-4, "Blanket Order" dated 12/20/73.
26. International Business Machines, for maintenance on typewriters, Purchase Order No. 070-074-50-4, "Blanket Order" dated 4/29/74.
27. Ernst M. Davis, Ph.D., for water quality investigation, Purchase Order No. 070-074-62-2, "Blanket Order" dated 7/10/72.
28. Telautograph Corporation, for rentals of transmitter, receivers and key box, Purchase Order No. 070-074-4547-1, dated 5/4/71.
29. A. Schulman, Inc., dated 6/28/74, Global Plastics, dated 8/1/74, Texas Processed Plastics, Inc., dated 7/22/74, Tote Bulk Handling, Inc., dated 7/11/74, for sale and removal of polyethylene scrap.
30. Phillips Petroleum Company License Agreement dated September 7, 1955 as amended.
31. Monsanto Company License Agreement dated July 1, 1965.
32. Shell Chemical Company existing agreement covering conversion of ethylene into high density polyethylene and new proposed letter agreement dated August 22, 1974.
33. ACF Industries, Incorporated, Shippers Car Line Division for 55 hopper cars by attached leases and renewals thereof. Also, lease # 1-9511 has expired and the 4 hopper cars covered thereunder are due for immediate release.
34. RSP Motor Transport Company, for 18 hopper cars, by attached lease.
35. D. L. Peterson Trust, for lease of 1973 Chevrolet.
36. Lease covering IBM sorter and the UNV verifier/interpreter punch. Check with Jewett.
37. W. R. Grace and Company - Cogel type catalysts (letter of intent).
38. Pitney Bowes - 5300 postage meter service - 1/15/74-1/14/65 - indefinite.
39. Industrial District Agreement with City of LaPorte.
40. Water Supply commitment letter.
41. Plastic Container Corporation, for sale of polyethylene, dated December 1973, as amended by letter dated September 13, 1974.

015660

Exhibit D (continued)
Page 5.

42. Houston Lighting & Power Company, Operational Agreement for 69 KV Substation.

43. San Jacinto Maintenance, Inc., letter agreement dated February 13, 1970.

44. Roger J. Au & Son, Inc., oral agreement re permission to use Deer Park plant site for parking office trailers and employee cars (copies of Indemnity Agreement and Insurance Certificate attached).

45. W. R. Biles & Associates, Inc., Purchase Order No. 070-074-20720-1, dated 2/2/72 for application engineering and software services.

46. Air-Lock Plastics, Inc., agreement which will be executed prior to Closing Date for supply of polyethylene through January, 1975 (attached as part of Schedule V).

47. Agreement with Eastman Kodak Company and Eastman Chemical Products, Inc., dated July 1, 1964, as amended.

Ques: Does this Agreement go, or does Celanese retain?

48. Crawford & Russell contract for Ethylene Recovery Unit. (Check with Bud Jewett. Believe services have been performed and only a free maintenance provision applies at this time, and this would inure to benefit of Solvay as related to Assets being transferred.)

49. Contract dated June 21, 1973, between Port of Houston Authority, Celanese and Port Terminal Railroad Association covering construction of 100 foot spur track

50. Roadway Crossing contract dated October 3, 1973, between Port of Houston Authority and Celanese for 20 foot roadway crossing railroad right of way, 915 east of State Highway 135

51. Pipeline Crossing Agreement dated June 6, 1973, between Port of Houston Authority, Port Terminal Railroad Association and Celanese covering pipe line, electrical conduit crossings over the right of way

52. Letter agreement dated August 3, 1973, between Houston Lighting & Power Company and Celanese authorizing construction of pipe rack and roadway over the Houston Lighting & Power fee transmission line tract

53. Employment Agreements with the following employees for the monthly term indicated in parenthesis after each name:

Aikey, Arthur A. (1)
Druce, Robert W. (3)
Forbus, James D. (3)
Guillory, Arthur D. (3)
Heath, James A. (1)
Huntington, Basil W. (1)
Lench, Olva D. (3)
Mills, W. Charles (3)
Rooney, Paul V. (3)
Roosa, Richard K. (3)
Sicard, Jr., John W. (1)
Vincent, Donald W. (3)

015661

ERRATA NOTICE NO. 8

10/18/74

1. Under Exhibit B, delete page 5, add new page 5 and page 6. ✓
2. Under Exhibit B-1, delete page 2 and add new one. ✓
3. Under Exhibit B-1^a, delete page 5 and add new one. ✓
4. In Lists Referred to in Section 2.07 F, add new page -- 10/18/74..

015662

10/11/74

Exhibit B

1. Diamond Shamrock Corporation dated August 19, 1970 for purchase of hydrogen gas.
2. Texas Alkyls, Inc., letter agreement dated May 19, 1970, for use of hydrogen supply pipeline.
3. Texas Alkyls, Inc. for use of Nitrogen Supply Pipeline, letter agreement dated July 22, 1963, as amended by letter agreement dated September 1, 1966, as further amended by letter agreement dated May 21, 1973. This agreement has been extended orally between the parties until such time as the completion of another pipeline into the Deer Park facilities.
4. Ethyl Corporation, for Hexene-1, from January 1, 1974 to December 31, 1974, as amended for various price increases.
5. Houston Lighting & Power Company, for electricity, beginning October 2, 1972, and signed by the Celanese Plastics Company on October 27, 1972; as modified by a "First Supplemental Agreement", beginning October 2, 1972 and signed by Celanese Plastics Company on October 27, 1972; as amended by letter dated January 17, 1974.
6. Calgon Corporation, (formerly Hall Laboratories, a Division of Hagan Chemicals and Controls, Inc.), for boiler-water containing service dated January 2, 1957.
7. Texas Alkyls, Inc. License Agreement to use metered pipes of Celanese, with the right to purchase water from Celanese, dated May 25, 1959.
8. Industrial Securities Services Corporation, for guards, dated October 1, 1969, as amended by letters dated February 12, 1973, July 25, 1974 and August 5, 1974.
9. Channel Services, Inc., for labor, dated July 1, 1970, as amended by letter agreements:
 - (a) November 24, 1970,
 - (b) April 21, 1971,
 - (c) May 12, 1972,
 - (d) September 20, 1972,
 - (e) May 21, 1973,
 - (f) April 17, 1974,
 - (g) July 12, 1974,
 - (h) July 12, 1974.
10. San Jacinto Maintenance, Inc., for maintenance and labor, dated July 1, 1970, and as amended by two letter agreements, each dated July 12, 1974.
11. United Texas Transmission Company, (formerly known as Pennzoil Pipeline Company, the assignee of United Gas Pipeline Company), for gas, dated April 9, 1969, and amended by letters dated:
 - (a) January 13, 1970,
 - (b) January 21, 1972,

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Exhibit B (continued)
Page 2.

- (c) March 22, 1972,
- (d) April 1, 1974,
- (e) April 10, 1974,
- (f) April 18, 1974.
- (g) September 4, 1974, and Order from the Gas Utilities Division of the Texas Railroad Commission, Docket No. 502, dated April 11, 1974.

(Check with Hayden Head concerning status of the Examiner's Report and recommended order in Gas Utilities Docket No. 502, Curtailment Program of Pennzoil Pipeline Company, attached to his letter of December 31, 1973. Copies of these have been left in the Pennzoil file and have not been duplicated in the event that there are more recent pertinent documents.)

- 12. Phillips Petroleum Company, for commercial grade N-Pentane Purchase Order No. 070-074-64-4, "Blanket Order" dated 12/26/73, as supplemented by:
 - (a) Supplement 1, dated 1/23/74, and
 - (b) Supplement 2, dated 2/25/74, and
 - (c) Supplement 3, dated 4/4/74.
- 13. Wanda Petroleum Company, for Iso Butane, dated September 5, 1974, No. 5155-02-11.
- 14. Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, for Specialty Products dated January 20, 1974, and amended by letters dated:
 - (a) May 9, 1974, and
 - (b) June 14, 1974.
- 15. Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, Purchase Order No. 070-074-71-4, "Blanket Order" dated 12/31/73, as supplemented by:
 - (a) Supplement 1, dated 2/13/74, and
 - (b) Supplement 2, dated 5/8/74, and
 - (c) Supplement 3, dated 5/15/74, and
 - (d) Supplement 4, dated 6/24/74.
- 16. Phillips Petroleum Company, for Iso Butane, Purchase Order No. 070-074-82-4, "Blanket Order", dated 12/26/73, supplemented

by:

(a) Supplement 1, dated 1/24/74.

17. Phillips Petroleum Company, for Cyclohexane, dated July 15, 1974.

(The contract term is from April 1, 1974 to June 30, 1974, and "evergreen" for calendar quarter years thereafter until 30 days written notice is given. There is also a letter in the file dated July 16, 1974 from Phillips stating that "We are now able to agree to a period of one year or more." The last purchase order in the file is dated 12/31/73, and is issued under a prior contract. Check with Bud Jewett to see if any purchase orders have been issued under the new contract.)

18. Ciba-Geigy Corporation, for Antioxidant, (Irganox 1010), dated February 25, 1974, as amended by letter dated 4/26/74.

(Check with Jewett re 9/26/74 telex to Polyplastics concerning shipment of 22,000 pounds of antioxidant. Also check concerning handwritten notes re Chuck Larny, letter from Ray West Warehouse Company dated August 15, 1974 and attached contract, and letter from Ashland Chemical Company dated August 9, 1974 to see if these are contracts or commitments in excess of \$100,000.)

19. Union Carbide Corporation, Linde Division, for Nitrogen, dated August 12, 1974.

20. Houston Pipe Line Company, Phillips Petroleum Company, and Valley Pipe Line, Inc., for Supplemental Gas Supply, dated October 9, 1973.

21. Brown & Root, Inc., for construction, dated December 6, 1973, as amended by letter dated April 12, 1974.

(We do NOT want to assign this entire contract. It is signed by Celanese on behalf of both the Chemical and the Plastics Company, and, of course, Celanese will want to retain the benefits for the Chemical Company. We can attempt a partial assignment, substituting Solvay for Celanese with respect to construction at the Deer Park facility,---Article 22 allows the assignment to the transferee of any part of Celanese's business---, or we can attempt to secure for Solvay an identical but separate contract in its own name.)

22. Equilease Corporation, for Three Clark Fork Lift Trucks (Model 3-500-50) and for Burroughs E9808 Accounting Computer & Associated Equipment dated July 13, 1966, as amended or modified by:

(a) Undated letter from Equilease Company to Celanese Plastics Company at P.O. Box 1414 in Charlotte, North Carolina, Numbered 27898/5/30, and

015665

ERRATA NOTICE NO. 9

October 22, 1974

1. Under Exhibit B add items 53 and 54 for Employment Agreement and proposed Conversion Agreement with Arco Polymers. ✓
2. Insert under Schedule V revised Agreement between Air-Lock Plastics and Celanese Plastics, and August 22 letter to Mr. Maurice Fitzgerald. ✓

copies to:

L. E. Emge - 4
Head & Kendrick - 1 ✓
Manuel Schultz - 1
Sullivan & Cromwell - 3
Vinson-Elkins - 1

015666

Item "1" has already been distributed

015667

ok
vol
II

ERRATA NOTICE No. 10

October 23, 1974

1. Schedule V

Insert September 27 letter from Neal Schwarzfeld behind
July 30, 1974 letter from T. Cavallo. . ✓

copies to:

L.E. Emge -4
Head & Kendrick -1 ✓
Manuel Schultz - 1
Sullivan & Cromwell -3
Vinson-Elkins - 1

015668

Lists Referred to in Section 2.07 E

Pending or contemplated purchase orders or other commitments for the acquisition of property, plant and equipment and for all purchases which involve future payments by Seller of more than \$100,000 are described in List 2.07 H relating to pending capital appropriations.

United Texas Transmission Company, (formerly known as Pennzoil Pipeline Company, the assignee of United Gas Pipeline Company), for gas, dated April 9, 1969, and amended by letters dated:

- (a) January 13, 1970,
- (b) January 21, 1972,
- (c) March 22, 1972,
- (d) April 1, 1974,
- (e) April 10, 1974,
- (f) April 18, 1974.

(Check with Hayden Head concerning status of the Examiner's Report and recommended order in Gas Utilities Docket No. 502, Curtailment Program of Pennzoil Pipeline Company, attached to his letter of December 31, 1973. Copies of these have been left in the Pennzoil file and have not been duplicated in the event that there are more recent pertinent documents.)

Phillips Petroleum Company, for commercial grade N-Pentane Purchase Order No. 070-074-64-4, "Blanket Order" dated 12/26/73, as supplemented by:

- (a) Supplement 1, dated 1/23/74, and
- (b) Supplement 2, dated 2/25/74, and
- (c) Supplement 3, dated 4/4/74.

(Because we have a list, for purposes of this Exhibit and Section 2.07 E, of all purchase orders involving future payments of more than \$100,000.)

Wanda Petroleum Company, for Iso Butane, dated September 5, 1974, No. 5155-02-11.

(There is only a copy of this contract in the file, and it is signed by Wanda but not by us. Bud Jewett included this more as a possible contract.)

015669

Section 2.07 E (continued):

Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, for Specialty Products dated January 20, 1974, and amended by letters dated:

(a) May 9, 1974, and

(b) June 14, 1974.

Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, Purchase Order No. 070-074-71-4, "Blanket Order" dated 12/31/73, as supplemented by:

(a) Supplement 1, dated 2/13/74, and

(b) Supplement 2, dated 5/8/74, and

(c) Supplement 3, dated 5/15/74, and

(d) Supplement 4, dated 6/24/74.

Phillips Petroleum Company, for Iso Butane, Purchase Order No. 070-074-82-4, "Blanket Order", dated 12/26/73, supplemented by:

(a) Supplement 1, dated 1/24/74.

Phillips Petroleum Company, for Cyclohexane, dated July 15, 1974.

(The contract term is from April 1, 1974 to June 30, 1974, and "evergreen" for calendar quarter years thereafter until 30 days written notice is given. There is also a letter in the file dated July 16, 1974 from Phillips stating that "We are now able to agree to a period of one year or more." The last purchase order in the file is dated 12/31/73, and is issued under a prior contract. Check with Bud Jewett to see if any purchase orders have been issued under the new contract.)

Houston Pipe Line Company, Phillips Petroleum Company, and Valley Pipe Line, Inc., for Supplemental Gas Supply, dated October 9, 1973.

(Paragraph "g" refers to an "existing" contract originally made with the Celanese Chemical Company dated January 29, 1960 and subsequently amended, some of the terms of which are applicable to this contract. Is this January 29, 1960 contract related to the HD-PE facilities being transferred so that it must be listed?)

015670

10/10/74

Lists Referred to in Section 2.07 E

Pending or contemplated purchase orders or other commitments for the acquisition of property, plant and equipment and for all purchases which involve future payments by Seller of more than \$100,000 are described in List 2.07 H relating to pending capital appropriations.

- (1) United Texas Transmission Company, (formerly known as Pennco #1 Pipeline Company, the assignee of United Gas Pipeline Company), for gas, dated April 9, 1969, and amended by letters dated:

- (a) January 13, 1970,
- (b) January 21, 1972,
- (c) March 22, 1972,
- (d) April 1, 1974,
- (e) April 10, 1974,
- (f) April 18, 1974.

(Check with Hayden Head concerning status of the Examiner's Report and recommended order in Gas Utilities Docket No. 502, Curtailment Program of Pennco #1 Pipeline Company, attached to his letter of December 31, 1973. Copies of these have been left in the Pennco #1 file and have not been duplicated in the event that there are more recent pertinent documents.)

- (2) Phillips Petroleum Company, for commercial grade N-Pentane Purchase Order No. 070-074-64-4, "Blanket Order" dated 12/26/73, as supplemented by:

- (a) Supplement 1, dated 1/23/74, and
- (b) Supplement 2, dated 2/25/74, and
- (c) Supplement 3, dated 4/4/74.

- (3) Wanda Petroleum Company, for Iso Butane, dated September 5, 1974, No. 5155-02-11.

- (4) Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, for Specialty Products dated January 20, 1974, and amended by letters dated:

- (a) May 9, 1974, and
- (b) June 14, 1974.

- (5) Exxon Company, U.S.A., a Division of Exxon Corporation, for Iso Butane, Purchase Order No. 070-074-71-4, "Blanket Order"

015671

Lists-2.07 E (continued)
Page 2.

dated 12/31/73, as supplemented by:

- (a) Supplement 1, dated 2/13/74, and
 - (b) Supplement 2, dated 5/8/74, and
 - (c) Supplement 3, dated 5/15/74, and
 - (d) Supplement 4, dated 6/24/74.
- (6) Phillips Petroleum Company, for Iso Butane, Purchase Order No. 070-074-82-4, "Blanket Order", dated 12/26/73, supplemented by:
- (a) Supplement 1, dated 1/24/74.
- (7) Phillips Petroleum Company, for Cyclohexane, dated July 15, 1974.
- (8) Houston Pipe Line Company, Phillips Petroleum Company, and Valley Pipe Line, Inc., for Supplemental Gas Supply, dated October 9, 1973.
- (9) Houston Lighting & Power Company, for electricity, beginning October 2, 1972, and signed by the Celanese Plastics Company on October 27, 1972; as modified by a "First Supplemental Agreement", beginning October 2, 1972 and signed by Celanese Plastics Company on October 27, 1972; as amended by letter dated January 17, 1974.
- (10) Channel Services, Inc., for labor, dated July 1, 1970, as amended by letter agreements:
- (a) November 24, 1970,
 - (b) April 21, 1971,
 - (c) May 12, 1972,
 - (d) September 20, 1972,
 - (e) May 21, 1973,
 - (f) April 17, 1974,
 - (g) July 12, 1972,
 - (h) July 12, 1974.
- (11) San Jacinto Maintenance, Inc., for maintenance and labor, dated July 1, 1970, and as amended by two letter agreements, each dated July 12, 1974.
- (12) Ciba-Geigy Corporation, for Antioxidant, (Irganox 1010), dated February 25, 1974, as amended by letter dated 4/26/74.
- (Check with Jewett re 9/26/74 telex to Polyplastics concerning shipment of 22,000 pounds of antioxidant. Also check concerning handwritten notes re Chuck Learny, letter from Ray West Warehouse Company dated August 15, 1974 and attached contract, and letter from Ashland Chemical Company dated August 9, 1974 to see if these are contracts or commitments in excess of \$100,000.)

015672

10/10/74

Lists-2.07 E (continued)
Page 3.

- (1) United Texas Transmission Company
- (2) Phillips Petroleum Company
- (3) Wanda Petroleum Company
- (4) Exxon Company, U.S.A.
- (5) Exxon Company, U.S.A.
- (6) Phillips Petroleum
- (7) Phillips Petroleum Company

These items are listed on Exhibit B as numbers 11, 12, 13, 14, 15, 16, and 17, respectively, and the documents relating thereto are attached as part of Exhibit B.

015673

10/10/74

Lists-2.07 E (continued)
Page 4.

- (8) Houston Pipe Line Company, Phillips Petroleum Company,
and Valley Pipe Line, Inc.

This item is listed on Exhibit B as number 20,
and the documents relating thereto are attached
as part of Exhibit B.

015674

Lists-2.07 E (continued)
Page 5.

10/10/74

(9) Houston Lighting & Power Company

This item is listed on Exhibit B as number 5,
and the documents relating thereto are attached
as part of Exhibit B.

015675

10/10/74

Lists-2.07 E (continued)
Page 6.

- (10) Channel Services, Inc.
- (11) San Jacinto Maintenance, Inc.

These items are listed on Exhibit B as numbers
9 and 10, respectively, and the documents re-
lating thereto are attached as part of Exhibit B.

015676

Lists-2.07 E (continued)
Page 7.

10/10/74

(12) Ciba-Geigy Corporation

This item is listed on Exhibit B as number 18, and
the documents relating thereto are attached as part
of Exhibit B.

015677

1581062

361

STATE OF TEXAS }
COUNTY OF HARRIS } ss.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned PHILLIPS PETROLEUM COMPANY, a Delaware corporation with a permit to do business in the State of Texas (hereinafter referred to as "Phillips"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and adequacy of which are hereby acknowledged, hereby grants, sells and conveys unto CELANESE CORPORATION OF AMERICA, a Delaware corporation with a permit to do business in Texas, subject, however, to the exceptions and reservations hereinafter described, all of the following tracts or parcels of land lying in the Arthur McCormick Survey A-46, Harris County, Texas, being more particularly described by metes and bounds as follows:

Tract I:

BEGINNING at the point of intersection of the center line of State Highway No. 134 (Battleground Road) and the center line of a 60 ft. road known as Miller Cutoff Road said point also being in the west line of the Arthur McCormick Survey A-46, Harris County, Texas, and in the West line of Tract A of that certain deed from K. S. Adams, Jr., d/b/a Rio Hondo Oil Company to Phillips Petroleum Company, dated April 4, 1956, and filed for record under County Clerk's file No. 1580577 in Harris County, Texas, said point being N 2°29' W 5718.6 feet from the Southwest corner of said Tract A;

THENCE N 87° 28' E with the center line of said Miller Cutoff Road 3003.9 feet to a point in the East line of said Tract A;

THENCE S 20° 55' W with the east line of said Tract A 2193.9 feet to a 3/4" iron rod the northeast corner of a 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al March 10, 1952, recorded in Vol. 2419, pg. 524 of the Deed Records of Harris County, Texas;

THENCE S 87° 33' W with the north line of said Houston Lighting and Power Company tract, 2153.4 feet to a point in the center line of State Highway #134, said point being also in the west line of the Arthur McCormick Survey and in the West line of the above-mentioned Tract A;

THENCE N 2° 29' W with the center line of said State Highway #134 and the west line of Tract A, 2010.0 feet to the place of beginning, containing 118.63 acres more or less.

Tract II:

BEGINNING at a 3/4 inch iron rod set in the east line of Tract A, referred to in Tract I described above and S 20° 55' W 81.7 feet from the Southeast corner of said Tract I, and being also

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 18 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Richard E. Turrentine, Jr.
Deputy

FEE TRACT
PHILLIPS TO CELANESE CORP.
TR. 1-118.63 AC. TR. 2-9686 AC.
4/10/56 3133/361 D.R.
TRACT (A) ON DWG. NO. C-ALL-5406-E

015678

Handwritten: 3133 Page 361

the southeast corner of that certain 3.54 acre tract conveyed to Houston Lighting and Power Company by Wells A. Cross et al by deed dated March 10, 1952, recorded in Vol. 249, pg. 314 of the Deed Records of Harris County, Texas;

THENCE S 20° 55' W with the east line of said Tract A, 3097.1 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap;

THENCE S 83° 05' W 870.4 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap set in west line of said Tract A and on the southern extension of the center line of State Highway #134;

THENCE N 20° 29' W with the west line of said Tract A and with the center line of State Highway #134 and the southern extension thereof, 2334.6 feet to a point in the western extension of the south line of the said Houston Lighting and Power Company 3.54 acre tract, said point being also S 2° 29' E 75.0 feet from the southwest corner of the above described Tract I;

THENCE N 87° 33' E with the south line of said Houston Lighting and Power Company 3.54 acre tract and the western extension thereof, 2100.6 feet to the place of beginning containing 56.66 acres more or less.

Phillips excepts and reserves from the conveyance made hereunder, for the benefit of itself and its subsidiary and affiliated companies and its and their assignees and grantees, easements as follows:

(a) An easement covering a strip of land 122 feet wide along the south side and 100 feet wide along the east side of the above-described Tract I, including such additional area out of the southeast corner of said Tract I as is required to connect the northerly and westerly boundaries of said easement by a 10 degree curve, said easement containing 11.36 acres, more or less, for right of way for pipe lines, pole lines, conduits, drainage ditch, railroad tracks, roadway and similar usages, together with all appurtenances thereto.

(b) An easement covering a strip of land 50 feet wide along the south and east lines of the above-described Tract II, containing 4.51 acres, more or less, for right of way for pipe lines, pole lines, drainage ditch, conduits and similar usages, together with all appurtenances thereto.

Said easement areas shall be retained by Celanese free of any improvements (excepting drainage ditch or drainage effluent lines) which would restrict the use thereof by Phillips or its affiliated or subsidiary companies for the purposes indicated. Phillips' use of said easements shall not be

-2-

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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JUL 18 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Nathaniel Smith
Deputy

015679

See RECORDS
3133 362

restricted to the initial use made thereof, but it shall be permitted from time to time to construct, maintain, remove, replace, enlarge or otherwise alter any lines, tracks, roadways, ditches or conduits, so long as such usages are confined to the areas described and do not unreasonably interfere with operations of Celanese Corporation of America on the abutting property.

The conveyance herein made from Phillips to Celanese Corporation of America is subject to all easements, rights of way and licenses of record over, under or across the above-described lands, and to all restrictive covenants of record pertaining to said lands. Said conveyance is also subject to a full one-eighth nonparticipating royalty interest in and to all oil, gas and other minerals heretofore reserved in conveyances of record.

TO HAVE AND TO HOLD the above-described premises subject to the interests, easements and rights of way excepted and retained, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Celanese Corporation of America, its successors and assigns forever, and, subject to the reservations and exceptions herein made, Phillips does hereby bind itself and its successors and assigns to warrant and forever defend the said premises unto the said Celanese Corporation of America, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the undersigned Phillips Petroleum Company has caused these presents to be executed by its officers thereunto duly authorized and its seal to be affixed this 5th day of April, 1956.

ATTEST:

Phillips
Assistant Secretary

PHILLIPS PETROLEUM COMPANY

By W. H. K. K.
Vice President

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

ss.

Before me, Dale Rice, notary public, on this day personally appeared W. H. K. K., known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of PHILLIPS PETROLEUM COMPANY, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation and in the capacity therein stated.

Given under my hand and seal of office, this 5th day of April, 1956.

My commission expires:

March 11, 1959

Dale Rice
Notary Public

Dale Rice

-3-

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUN 18 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

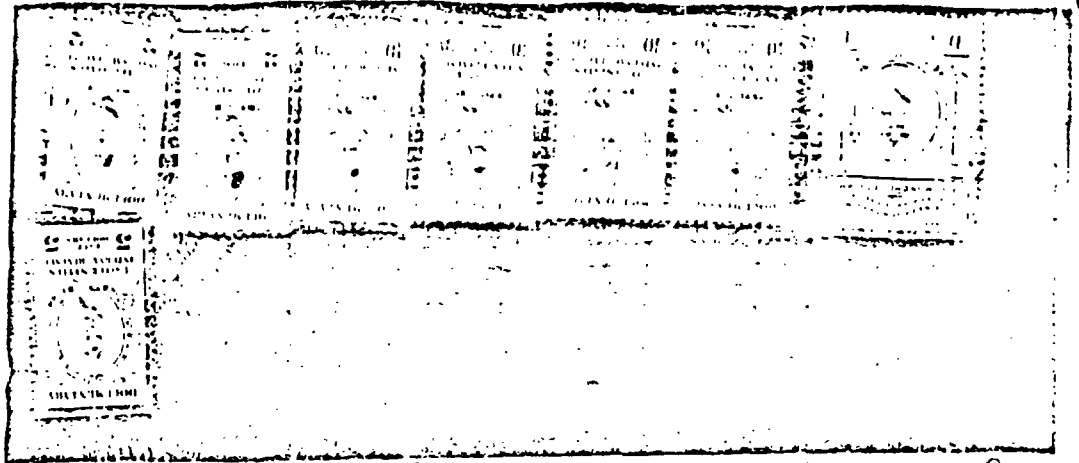
By W. H. K. K.
Deputy

015680

RECORDED

VOL 3133 PAGE 363

364



Filed for Record April 5, 1956 at 3:00 o'clock P.M.

Recorded April 16, 1956 at 2:50 o'clock P.M.

W. D. MILLER, Clerk County Court Harris County, Texas

By James M. Kesser Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 18 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Naithline Smith Deputy

015681

Recd EXCERPT

7133 364

STATE OF TEXAS
COUNTY OF HARRIS

9881166
KNOW ALL MEN BY THESE PRESENTS:

THAT We, Belle A. Crapo joined by her husband, Claude T. Crapo, of Richmond County, New York, and Florence A. Rickenbaker joined by her husband, B. F. Rickenbaker, of Multnomah County, Oregon, the said Florence A. Rickenbaker and husband, B. F. Rickenbaker, acting herein by and through their duly constituted and appointed attorney in fact, Be. Crapo of Richmond County, New York, as evidenced by power of attorney appearing of record in the Deed Records of Harris County, Texas, executed by the said Florence A. Rickenbaker and husband, B. F. Rickenbaker, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other valuable considerations to us in hand paid by Houston Lighting & Power Company, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation domiciled in Houston, Harris County, Texas, three and five hundred forty-one thousandths (3.541) acres out of a 65.979-acre tract of land, more or less, in the Arthur McCormick Survey, Abstract No. 46, in Harris County, Texas, designated and described as Tract B in partition deed dated June 26, 1950 from W. J. Howard et al to Belle A. Crapo et al, recorded in Volume 2124, Page 665 of Harris County Deed Records, said 3.541 acres is described by metes and bounds as follows, all coordinates and bearings being referred to the Texas Plane Coordinate System South Central Zone as established by the U. S. Coast and Geodetic Survey in 1934 and based on the position of U S C and G S triangulation stations "Buffalo-1931": X = 3,201,882.4; Y = 707,069.3, and "Shell-1931": X = 3,228,250.7; Y = 703,102.3:

BEGINNING at a 3/4-inch iron rod with coordinate X = 3,243,128.7; Y = 707,024.3, the northeast corner of said 65.979-acre tract, said point being in the south line of Houston Lighting & Power Company's existing 22 feet wide easement as conveyed to Houston Lighting & Power Company from J. B. Eise et al by easement dated October 9, 1925, recorded in Volume 572, Page 511 of Harris County Deed Records;

NOTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, and on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Catherine Smith*
Deputy

FEE TRACT

BELLE A. CRAPO TO H.L. & P CO.
3.541 AC. 3/10/52 2491/525 D.R.

TRACT (B) ON DWG. NO. C-ALL-5406-E

RECORDED

2/14/19 524

015682

525
THENCE from the point of beginning S 30° 50' W with the easterly line of said 65.979-acre tract 81.71 feet to a 3/4-inch iron rod for corner;

THENCE S 87° 32' 40" W parallel to and 75.0 feet south of the north line of said 65.979-acre tract, passing a 3/4-inch iron rod at 950.26 feet set in the northerly line of a 3.05-acre tract described in right-of-way deed dated August 23, 1951 from Grantors herein to Harris County Houston Ship Channel Navigation District, recorded in Volume 2329, Page 606 of Harris County Deed Records, and passing a 3/4-inch iron rod at 1237.62 feet set in the southerly line of said 3.05-acre tract, in all, 2040.25 feet to a 3/4-inch iron rod set in the east line of Battleground Road (State Highway No. 134), based on 120 feet in width;

THENCE N 2° 27' 40" W with the east line of said Battleground Road (State Highway No. 134), based on 120 feet in width, 75.0 feet to a 3/4-inch iron rod set in the south line of said Grantee's existing 22 feet wide easement;

THENCE N 87° 32' 40" E with the north line of said 65.979-acre tract and with the south line of said Grantee's existing 22 feet wide easement, passing a 3/4-inch iron rod, the most westerly corner of said Harris County Houston Ship Channel Navigation District's 3.05-acre tract, at 464.25 feet, and passing a 3/4-inch iron rod, the most westerly northeast corner of said 3.05-acre tract, at 896.22 feet, in all, 2072.69 feet to the place of beginning, and containing 3.541 acres, 0.591 of one acre being in said Harris County Houston Ship Channel Navigation District's right-of-way.

THE GRANTEE HEREIN, its successors and assigns, acquire no minerals or mineral rights with this conveyance, the said minerals and mineral rights being excepted and reserved to the grantors, their heirs and assigns, but it is expressly understood and so stipulated that the Grantors, their heirs and assigns, shall not be permitted to drill or operate for minerals on the land herein conveyed.

THE GRANTORS HEREIN, their heirs and assigns, also reserve the right to extend railroad tracks and dedicated roads and streets from north to south across the land herein conveyed, and the right to extend public utilities on said roads or streets. Said railroad tracks, dedicated roads or streets and public utilities are to be located so as not to interfere with the

-2-

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Victor Smith

015683

RECORDED

2419

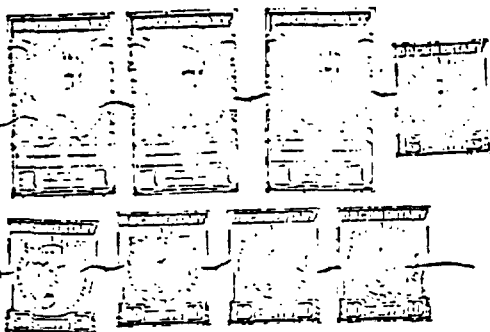
525

improvements of the premises herein, its successors or assigns, which may at any time hereafter be placed on, over or under said tract of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Houston Lighting & Power Company, its successors or assigns, forever, and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Houston Lighting & Power Company, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, other than said 0.591-acre R.R. right-of-way and any reservation herein contained.

TAXES for the year 1952 shall be prorated as of date of deed.

WITNESS our hands this 10 day of June,
A.D. 1952.



Belle A. Crapo
Belle A. Crapo
Florence A. Rickensbaker
Florence A. Rickensbaker
PRINCIPAL
B. F. Rickensbaker
B. F. Rickensbaker
Pro forma

By Belle A. Crapo
Belle A. Crapo, Attorney in
Fact for Florence A. Rickensbaker

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Richard E. Turrentine

Sealed RECORDED
2419 526

015684

STATE OF NEW YORK,
COUNTY OF RICHMOND |

BEFORE ME, the undersigned authority, a Notary Public in and for Richmond County, New York, on this day personally appeared Claude T. Crapo and wife, Belle A. Crapo, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Belle A. Crapo, wife of the said Claude T. Crapo, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Belle A. Crapo, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 10 day of March, A.D. 1952.

Fred J. Ruvolo
Notary Public in and for
Richmond County, New York

STATE OF NEW YORK
COUNTY OF RICHMOND |

BEFORE ME, the undersigned authority, a Notary Public in and for the county of Richmond, in the State of New York, on this day personally appeared Belle A. Crapo, known to me to be the person whose name is subscribed to the foregoing instrument, as the attorney in fact of Florence A. Rickenbaker, joined pro forma by her husband, B. F. Rickenbaker, and acknowledged to me that she subscribed the name of Florence A. Rickenbaker thereto as principal and the name of B. F. Rickenbaker, pro forma, as the husband of Florence A. Rickenbaker and her own name as attorney in fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

GIVEN under my hand and seal of office, this the 10 day of March, A.D. 1952.

Fred J. Ruvolo
Notary Public in and for
Richmond County, New York

Filed for Record March 28-1952, at 11:50 o'clock A.M.
Recorded April 9-1952, at 8:52 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

By Paul H. McNamee Deputy.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Robert E. Smith
Deputy

Sealed RECORDED
3619 527

015685

THENCE S 87° 32' 40" W with the east line of said 65.97-acre tract 81.71 feet to a 3/4-inch iron rod for corner;

THENCE S 87° 32' 40" W parallel to and 75.0 feet south of the north line of said 65.97-acre tract, passing a 3/4-inch iron rod at 950.26 feet set in the northerly line of a 3.05-acre tract described in right-of-way deed dated August 23, 1951 from Grantors herein to Harris County Houston Ship Channel Navigation District, recorded in Volume 2329, Page 606 of Harris County Deed Records, and passing a 3/4-inch iron rod at 1237.62 feet set in the southerly line of said 3.05-acre tract, in all, 2040.25 feet to a 3/4-inch iron rod set in the north line of Battleground Road (State Highway No. 134) based on 120 feet in width;

THENCE N 2° 27' 40" W with the east line of said Battleground Road (State Highway No. 134), based on 120 feet in width, 75.0 feet to a 3/4-inch iron rod set in the south line of said Grantee's existing 22 feet wide easement;

THENCE N 87° 32' 40" E with the north line of said 65.979-acre tract and with the south line of said Grantee's existing 22 feet wide easement, passing a 3/4-inch iron rod, the most westerly corner of said Harris County Houston Ship Channel Navigation District's 3.05-acre tract, at 464.25 feet, and passing a 3/4-inch iron rod, the most westerly northeast corner of said 3.05-acre tract, at 896.22 feet, in all, 2072.69 feet to the place of beginning, and containing 3.541 acres, 0.591 of one acre being in said Harris County Houston Ship Channel Navigation District's right-of-way.

THE GRANTEE HEREIN, its successors and assigns, acquire no minerals or mineral rights with this conveyance, the said minerals and mineral rights being excepted and reserved to the grantors, their heirs and assigns, but it is expressly understood and so stipulated that the Grantors, their heirs and assigns, shall not be permitted to drill or operate for minerals on the land herein conveyed.

THE GRANTORS HEREIN, their heirs and assigns, also reserve the right to extend railroad tracks and dedicated roads and streets from north to south across the land herein conveyed, and the right to extend public utilities on said roads or streets. Said railroad tracks, dedicated roads or streets and public utilities are to be located so as not to interfere with the

-2-

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

015686

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PAY-152 04749 = P • • LSE 10 3.01

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten (\$10.00) Dollars paid unto Celanese Corporation of America, a Delaware corporation with an office and place of business in Harris County, Texas (hereinafter called "Celanese") and Phillips Petroleum Company, a Delaware corporation with an office and place of business in Harris County, Texas (hereinafter called "Phillips") by Harris County Houston Ship Channel Navigation District, a governmental agency and body politic in Harris County, Texas (hereinafter called "Navigation District") and other good and valuable considerations rendered by Navigation District, the adequacy and sufficiency of which is acknowledged by Celanese and Phillips, said Celanese and Phillips, each as its interest may appear, Has Granted, Bargained, Sold and Conveyed and by these presents does Grant, Bargain, Sell and Convey unto Navigation District, subject to the provisions and stipulations hereinafter appearing, a strip of land 14 feet in width, lying in the Arthur McCormick Survey, A-46, Harris County, Texas, and in the southerly portion of that certain 118.63 acre tract of land conveyed by Phillips to Celanese by deed dated April 5, 1956, and recorded in Volume 3133, Page 361, of the Deed Records of Harris County, Texas, said 14 foot strip being more particularly described as follows:

BEGINNING at a point in the west line of the Arthur McCormick Survey, A-46, Harris County, Texas, and the center line of State Highway #134, said beginning point being the northwest corner of a 22 foot easement granted by J. B. Hine et al to the Houston Lighting and Power Company and recorded in Volume 572, Page 511 of the Deed Records of Harris County, Texas;

THENCE N 02° 29'W with the west line of the Arthur McCormick Survey and the center line of State Highway #134, 14.0 feet to a point;

FEE TRACT
CELANESE TO NAVIGATION DISTRICT
0.69 AC. 3/14/57 3691/591 D.R.
TRACT (D) ON DWG. NO. C-ALL-5406-E

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3691-592

THENCE N 87° 33'E, parallel with and 14 feet from the north line of said Houston Lighting and Power Company 22 foot easement, 2149.0 feet to a point in the east line of the said 118.63 acre tract;

THENCE S 20° 55'W, with the east line of said 118.63 acre tract, 15.3 feet to the northeast corner of the said Houston Lighting and Power Company 22 foot easement;

THENCE S 87° 33'W, with the north line of said Houston Lighting and Power Company 22 foot easement, 2142.9 feet to the point of beginning and containing 0.69 acres.

To Have and To Hold, subject to the provisions and stipulations hereinafter appearing, the above described lands and premises, together with all and singular the improvements, appurtenances, rights and hereditaments thereto in anywise belonging unto the said Navigation District, its successors and assigns forever, and Celanese and Phillips, each as its interest may appear, agrees for itself, its successors and assigns, to warrant and forever defend unto the said Navigation District, its successors and assigns, the above described lands and premises and every part thereof against the claims of every person whomsoever lawfully claiming or to claim the same or any part thereof.

The conveyance hereby made is subject to:

- (a) that certain 30-foot pipe line easement in favor of Humble Oil & Refining Company, dated June 8, 1937 and recorded in Volume 1059, Page 159, of the Deed Records of Harris County, Texas;
- (b) that certain 10-foot pipe line easement in favor of Warren Petroleum Corporation, dated March 23, 1951 and recorded in Volume 2292, Page 578, of the Deed Records of said County;
- (c) there is excepted from this grant and reserved to Phillips, in the east 100 feet of said 14-foot strip, the right to construct, install, maintain, use and

- remove pipe lines, pole lines, drainage ditch, conduits, railroad tracks, roadways and similar usages in a northerly and southerly direction in accordance with the reservation in favor of Phillips in its conveyance to Celanese dated April 5, 1956, and recorded in Volume 3133, Page 361, of the Deed Records of Harris County, Texas;
- (d) there is excepted from this grant and reserved to Phillips all those certain easements and rights heretofore granted by Navigation District to Phillips by instrument dated October 25, 1956, and recorded in Volume 3250, Page 501, of the Deed Records of Harris County, Texas;
- (e) that certain easement for public road or highway purposes for State Highway #134 (Battleground Road) lying on and across the westerly 60 feet of the above described 14 foot strip of land; and
- (f) the reservation, now made by ~~Phillips~~ Celanese, of all oil, gas and mineral rights, provided, however, that the lands and premises hereinabove described shall never be used for uses or operations incident to prospecting, drilling, extraction, production and saving of said minerals or any of them except by directional means from a site beyond the limits of the premises hereby conveyed, and provided, further, that neither Celanese ~~nor any oil, gas, or mineral lessee holding or claiming~~ ^{PKB} nor any oil, gas, or mineral lessee holding or claiming ~~under~~ Celanese ~~as~~ shall construct, install, lay, maintain or use any wire line, pipe line or conduit longitudinally along (as distinguished from across) said strip of land except under agreement from or with Navigation District, its successors and assigns.

2091-577

Further, Celanese hereby reserves and excepts unto itself, its successors and assigns, the right to construct and maintain over and across (but not longitudinally along) said 14-foot strip of land above described, private roadways, private walkways, power lines, pipe lines and/or other similar lines at such locations and at such times as it may desire; provided, however, that none of said private roadways or walkways or aerial or sub-surface lines shall interfere with the reasonable use and enjoyment by Navigation District, its successors and assigns, of said 14-foot strip; and provided further that Celanese shall not construct, install or maintain more than 8 pedestrian and/or vehicular private ways at grade across said 14-foot strip, and all aerial structures or installations of Celanese shall be installed and maintained not less than 30 feet vertically at right angles above the ground level and all underground installations shall be installed and maintained at least 4 feet below ground level.

Except to the extent of the reservation in sub-paragraph (c) hereinabove set out, and insofar and only insofar as said 14-foot strip of land hereinabove described is concerned, Phillips does hereby release, remise, relinquish and quitclaim unto Navigation District, its successors and assigns the easement reserved by Phillips in its conveyance to Celanese, dated April 5, 1956, referred to in said sub-paragraph (c).

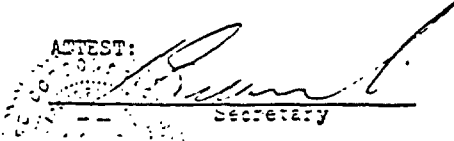
IN TESTIMONY WHEREOF, these presents have been executed this 15th day of March, 1957.



[Signature]
Secretary

PHILLIPS PETROLEUM COMPANY

By Rayburn L. Josten
Vice President



[Signature]
Secretary

CELANESE CORPORATION OF AMERICA

By [Signature]
Vice President

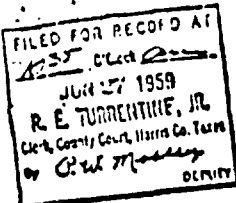
Filed for record May 1, 1959, at 10:40 o'clock a M.

Recorded May 2, 1959, at 9:26 o'clock a M.

R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.

By Marianne K. [Signature] Deputy.

015690



JUN 27 1959 3:00

002-12-0348

DEEDS
No. 3736 H2164

THIS STATE OF TEXAS)
COUNTY OF HARRIS) KNOW ALL MEN BY THESE PRESENTS:

H 200

THAT Harris County Houston Ship Channel Navigation District,
a governmental agency and body politic of Harris County, Texas,
hereinafter called Grantor, for and in consideration of Ten Dollars
(\$10.00) and other good and valuable considerations moving to
Grantor from Humble Oil & Refining Company, a Texas corporation,
hereinafter called Grantee, the adequacy and sufficiency of which
consideration is acknowledged by Grantor, has granted, bargained,
sold and conveyed and by these presents does grant, bargain, sell
and convey unto Grantee, its successors and assigns, upon and sub-
ject to the reservations to Grantor hereinafter made, and as well
subject to the provision hereinafter appearing, that certain 14-foot
strip, piece or parcel of land out of the Arthur McCormick Survey,
A-46, in Harris County, Texas, more particularly described as
follows:

BEGINNING at an iron pipe set at the Northeast
corner of a certain 22-foot easement granted to
the Houston Lighting and Power Company by J. B.
Mine et al by easement dated October 9, 1925,
recorded in Vol. 572, page 511, Deed Records of
Harris County, Texas, said point being 23.96 feet
North 20° 55' East from the Northeast corner,
(marked by a 3/4-inch iron rod) of a certain 3.54
acre tract of land out of the Arthur McCormick
Survey, Harris County, Texas, deeded to the Houston
Lighting and Power Company by Belle A. Grape et al
and recorded in Vol. 2419, page 524, Deed Records
of Harris County, Texas;

THENCE South 87° 33' West with the North line of
said 22-foot easement 1142.52 feet to a point in
the center line of State Highway 134 to a point
for corner;

THENCE with said center line North 2° 29' West 14
feet to a point for corner;

THENCE North 87° 33' East 14 feet distant northerly
from and parallel to the North line of said 22-foot
easement tract 2140.57 feet to a point in the East
line of the certain parcels of land conveyed by
Phillips Petroleum Company to Colanese Corporation
of America by deed dated April 9, 1956, and recorded
in Vol. 4135, page 361 of the Deed Records of Harris
County, Texas, for the Northeast corner of said
tract;

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct
photostatic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

JAN 24 1973



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

G. L. ...
Deputy

FEE TRACT
NAVIGATION DISTRICT TO HUMBLE
0.6896 AC. 1/21/58 3736/164 D.R.
TRACT (E) ON DWG. NO. C-ALL-5406-E

015691

002-12-0349

va. 3738 no. 165

THENCE South 20° 55' West with the East line of the
tracts last mentioned 15.25 feet to the place of
beginning, containing 3.6096 acre of land, more or
less, out of the Arthur McCormick Survey, Harris
County, Texas.

TO HAVE AND TO HOLD, upon and subject to the reservations
to Grantor hereinafter made, and as well subject to the provision
hereinafter appearing, the above described land and premises and
every part thereof, together with all and singular the rights and
hereditaments thereto in anywise belonging unto Grantee, its
successors and assigns forever; and Grantor hereby binds itself,
its successors and assigns to warrant and forever defend said land
and premises and every part thereof unto the said Grantee, its
successors and assigns, against the claims of every person whomse-
ever lawfully claiming or to claim the same or any part thereof.

This conveyance is made by Grantor and accepted by Grantee
subject to:

(1) the easement and rights outstanding as of the date
hereof in favor of Grantee herein, said easement and rights being
now limited to the land hereby conveyed by virtue of a partial
release by Grantee herein in favor of Grantor; and

(2) the reservation of all oil, gas and other minerals
appearing in that certain deed of conveyance to Grantor herein
from (jointly) Celanese Corporation of America and Phillips
Petroleum Company and covering the 14-foot strip of land herein-
above and in said conveyance described; and

(3) the reservation to said Celanese Corporation, its
successors and assigns, of the right to construct, maintain and
use, across but not longitudinally along said 14-foot strip of
land hereinabove described, certain private roadways and walkways,
pipe lines, power lines and similar lines, conformable to such
reservation appearing in the aforementioned deed of conveyance to
Grantor herein from said Celanese Corporation and said Phillips
Petroleum Company; and

- 2 -

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct
photostatic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

JAN 24 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

William M. Turrentine
Deputy

015692

002-12-0350

va 3736 nx166

(4) that certain pipeline right of way, across the westerly end of the above described 14-foot strip of land, granted by Grantor herein to said Phillips Petroleum Company by conveyance dated October 25, 1956, recorded in Volume 3250, page 501, of the Deed Records of Harris County, Texas; and

(5) that certain easement for public road or highway purposes for State Highway 134 (Battleground Road) lying on and across the westerly 60 feet of the above described 14-foot strip of land; and

(6) the easements and rights outstanding as of date hereof in favor of said Phillips Petroleum Company and said Calanese Corporation, particularly (but not by way of exclusion or limitation) those appearing in that certain conveyance from said Phillips Petroleum Company to said Calanese Corporation, dated April 5, 1956 and recorded in Volume 3133, page 361, of the Deed Records of said County; and

Grantee recognizes that as of the date hereof Grantor has a line of railroad track upon and diagonally across the eastern portion of the above described 14-foot strip of land, and Grantee agrees that Grantor shall continue to have an easement for the maintenance, repair, reconstruction and removal of the same over and across said strip of land. But it is expressly stipulated and agreed that Grantor shall never require of Grantee any permit or license or make or exact any fee or charge of Grantee for the construction, maintenance and use by Grantee of any pipe line under and across or any wire line over and across Grantor's then-existing railroad track or tracks within said 14-foot strip of land, but Grantee shall give to Grantor reasonably adequate (and except in case of emergency, at least thirty days' written) notice of Grantee's proposal and desire to lay, install, maintain and use a pipe line or lines under or a wire line or lines over Grantor's railroad tracks, such notice to be accompanied by drawings and.

- 3 -

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped hereon, I hereby certify on

JAN 24 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Deputy

015693

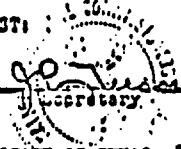
002-12-0351

va 3736 no 167

other engineering data sufficient to apprise Grantor of the place, manner and method of such installation and that such line or lines will be constructed, installed and maintained conformable with law and with Grantor's then-current general standards and requirements for pipe line installations under and across or wire line installations over and across Grantor's line of railroad.

IN TESTIMONY WHEREOF these presents have been executed this the 21 day of January, 1958.

ATTEST:

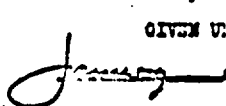
HARRIS COUNTY HOUSTON SHIP
CHANNEL NAVIGATION DISTRICT

Secretary

 By J. P. Turner
General Manager

 THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared J. P. TURNER, known to me to be the person whose name is subscribed to the foregoing instrument as General Manager of HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Harris County Houston Ship Channel Navigation District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of January, A. D., 1958.


James I. Nize
Notary Public in and for
Harris County, Texas.

My Commission Expires June 1, 1958


 THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JAN 24 1973


 R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Willie May Stucki
Deputy

015694

002-12-0352

va 3738 nx168

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that the foregoing was FILED on the
date and at the time stamped herein by me and was duly
RECORDED in the Volume and Page of the Record INDEXED
of Harris County, Texas, as stamped herein by me, on

JUN 20 1973



R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS



THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
photostatic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

JAN 24 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

William M. [Signature]
Deputy

015695

002-12-0353

3736 169

J. B. HINE ET AL

TO

HUGLEY OIL & REFINING COMPANY

FIVE LINE RIGHT OF WAY

RETURN TO T. E. STREETT JR. JR.
CLAY & SON OF WAY COMPANY
MAULE CR. & LUMBER COMPANY
P.O. BOX 2131, INDIANAPOLIS, INDIANA

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

JAN 24 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Lillie May Netuski
Deputy

015696

MAY-1972 04750 - P. • L S E P D

8691 - 595

(F)

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BE THESE PRESENTS:

That for and consideration of the sum of Ten Dollars (\$10.00) paid unto Celanese Corporation of America, a Delaware corporation with an office and place of business in Harris County, Texas (hereinafter called "Celanese") and Phillips Petroleum Company, a Delaware corporation with an office and place of business in Harris County, Texas (hereinafter called "Phillips") by Harris County Houston Ship Channel Navigation District, a governmental agency and body politic in Harris County, Texas (hereinafter called "Navigation District") and other good and valuable considerations rendered by Navigation District, the adequacy and sufficiency of which is acknowledged by Celanese and Phillips, said Celanese and Phillips, each as its interest may appear,

Has Granted, Bargained, Sold and Conveyed and by these presents does Grant, Bargain, Sell and Convey unto Navigation District, subject to the reversion and to the provisions and stipulations hereinafter appearing, a strip of land, 56 feet in width, lying in the Arthur McCormick Survey, A-46, Harris County, Texas, and in the southerly portion of that certain 118.63 acre tract of land conveyed by Phillips to Celanese by deed dated April 5, 1956, and recorded in Volume 3133, Page 361 of the Deed Records of Harris County, Texas, said 56-foot strip being more particularly described as follows:

BEGINNING at a point in the west line of the Arthur McCormick Survey, A-46, Harris County, Texas, and the center line of State Highway #134, said beginning point being N 02° 29' W 14.0 feet from the northwest corner of a 22 foot easement granted by J. B. Hine et al to the Houston Lighting and Power Company and recorded in Volume 572, Page 511 of the Deed Records of Harris County, Texas;

015697

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Phillips Petroleum Company*
Deputy

FEE TRACT
CELANESE TO NAVIGATION DISTRICT
2.74 AC. 3/14/57 3691/595 D.R.
TRACT (F) ON DWG. NO. C-ALL-5406-E

DEED RECORDS
Vol. 3691 Page 595

2691-576

THENCE N 02° 29'W, with the west line of the Arthur McCormick Survey and the center line of State Highway #134, 56.0 feet to a point;

THENCE N 87° 33'E, parallel with and 70 feet from the north line of said Houston Lighting and Power Company 22 foot easement, 1916.4 feet to the point of curvature of a curve to the right;

THENCE southeasterly, with said curve to the center, the radius of which is 491.9 feet, for a distance of 180.9 feet;

THENCE S 71° 23'E 60.3 feet to a point in the east line of the said 118.63 acre tract;

THENCE S 20° 55'W, with the east line of said 118.63 acre tract, 40.7 feet to 3/4" iron rod, the southeast corner of said Houston Lighting and Power Company 22 foot easement and southeast corner of said 118.63 acre tract;

THENCE S 87° 33'W, with the south line of said Houston Lighting and Power Company 22 foot easement and the south line of said 118.63 acre tract, 42.5 feet to a point;

THENCE N 71° 23'W 19.0 feet to the point of curvature of a curve to the left;

THENCE northwesterly, with said curve to the left the radius of which is 435.9 feet, for a distance of 160.3 feet;

THENCE S 87° 33'W, parallel with and 14.0 feet northerly from the north line of said Houston Lighting and Power Company, 22 foot easement 1916.4 feet to the point of beginning and containing 2.74 acres.

TO HAVE AND TO HOLD, subject to the reversion and to provisions and stipulations hereinafter appearing, the above described lands and premises, together with all and singular the improvements, appurtenances, rights and hereditaments thereto in anywise belonging unto the said Navigation District, its successors and assigns forever, and Celanese and Phillips, each as its interest may appear, agrees for itself, its successors and assigns, to warrant and forever defend unto the said Navigation District,

- 2 -

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, and on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Julia M. Stith
Deputy

015698

Deed

3691-597

its successors and assigns, the above described lands and premises and every part thereof against the claims of every person whomsoever lawfully claiming or to claim the same or any part thereof.

The title to the above described lands and premises shall revert to and re-vest in Celanese, its successors and assigns, (subject to the easement and right of way of Phillips reserved in that certain 122 foot strip along the south side of Tract I described in deed of conveyance from Phillips to Celanese dated April 5, 1956, and recorded in Volume 3133, page 361, of the Deed Records of Harris County, Texas) without necessity of notice to Navigation District or re-entry upon said premises above described upon Navigation District's cessation (for a period of 180 consecutive days, exclusive of any period during which operation of railroad trains, engines or cars over Navigation District's line of railroad located upon said strip of land may be suspended by reason of war, civil disturbance or commotion or insurrection, act of God or the public enemy, strikes, lockouts, labor unrest or disturbance or failure or refusal of railroad labor or personnel to operate railroad engines and cars over and along said line of railroad, or other matters beyond Navigation District's control) of use of said strip of land for railroad purposes.

The conveyance hereby made is subject to:

- (a) that certain 30-foot pipe line easement in favor of Humble Oil & Refining Company, dated June 8, 1937 and recorded in Volume 1059, page 159, of the Deed Records of Harris County, Texas;
- (b) that certain 10-foot pipe line easement in favor of Warren Petroleum Corporation, dated March 23, 1951 and recorded in Volume 2292, page 578, of the Deed Records of said County;

- 3 -

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Phillips Stetick
Deputy

015699

Deed RECORD
Vol. 3691 - Page 597

3691-598

- (c) there is excepted from this grant and reserved to Phillips, in the east 100 feet of said 56-foot strip, the right to construct, install, maintain, use and remove pipe lines, pole lines, drainage ditch, conduits, railroad tracks, roadways and similar usages in a northerly and southerly direction in accordance with the reservation in favor of Phillips in its conveyance to Celanese dated April 5, 1956, and recorded in Volume 3133, Page 361, of the Deed Records of Harris County, Texas;
- (d) there is excepted from this grant and reserved to Phillips all those certain easements and rights heretofore granted by Navigation District to Phillips by instrument dated October 25, 1956, and recorded in Volume 3250, Page 501, of the Deed Records of Harris County, Texas;
- (e) that certain easement for public road or highway purposes for State Highway #134 (Battleground Road) lying on and across the westerly 60 feet of the above described 56-foot strip of land; and
- (f) the reservation, now made by ~~Phillips~~ Celanese, of all oil, gas and mineral rights, provided, however, that the lands and premises hereinabove described shall never be used for uses or operations incident to prospecting, drilling, extraction, production and saving of said minerals or any of them except by directional means from a site beyond ~~the~~ ^{AKS} the limits of the premises hereby conveyed, and provided, further, that neither Celanese ~~nor~~ ~~any~~ ~~oil, gas, or mineral lessee~~ ~~holding or claiming under~~ ~~Celanese~~ nor any oil, gas, or mineral lessee holding or claiming under ~~Celanese~~

- 4 -

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Phillips*

015700

Deed RECORDED
Vol. 3691 Page 598

shall construct, install, lay, main in or use any wire line, pipe line or conduit longitudinally along (as distinguished from across) said strip of land except under agreement from or with Navigation District, its successors and assigns.

Further, Celanese hereby reserves and excepts unto itself, its successors and assigns, the right to construct and maintain over and across (but not longitudinally along) said 56-foot strip of land above described, private roadways, private walkways, power lines, pipe lines and/or other similar lines at such locations and at such times as it may desire; provided, however, that none of said private roadways or walkways or aerial or sub-surface lines shall interfere with the reasonable use and enjoyment by Navigation District, its successors and assigns, of said 56-foot strip; and provided further that Celanese shall not construct, install or maintain more than 8 pedestrian and/or vehicular private ways at grade across said 56-foot strip, and all aerial structures or installations of Celanese shall be installed and maintained not less than 30 feet vertically at right angles above the top of the highest rail of Navigation District's track or tracks and all surface or underground installations shall be installed and maintained of sufficient strength and structure and at sufficient depth so that Navigation District shall not be at any expense incident to construction, installation, repair, reconstruction, relocation or multiplication of its line or lines of railroad over, upon and along said 56-foot strip; and provided, further that each such installation by Celanese, whether aerial, surface or sub-surface, shall be at charges, rates or rentals then currently in use by Navigation District for similar installations and upon standards and specifications then currently required by Navigation District for similar installations, each such installation to be covered by a particular agreement in form then currently used by Navigation District, no work to be commenced until expiration of thirty (30) days after receipt by Navigation District from Celanese of

- 5 -

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS
By *[Signature]*

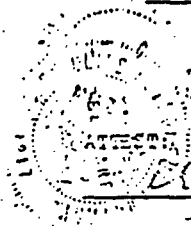
015701

Deed RECORDED
Vol. 3691 Page 599

written request therefor accompanied by necessary information and drawings.

Except to the extent of the reservation in sub-paragraph (c) hereinabove set out, and insofar and only insofar as said 56-foot strip of land hereinabove described is concerned, Phillips does hereby release, remise, relinquish and quitclaim unto Navigation District, its successors and assigns the easement reserved by Phillips in its conveyance to Celanese, dated April 5, 1956, referred to in said sub-paragraph (c).

IN TESTIMONY WHEREOF, these presents have been executed
this 14th day of March, 1957.


[Signature]
Secretary

PHILLIPS PETROLEUM COMPANY

By [Signature]
Vice President


[Signature]
Secretary

CELANESE CORPORATION OF AMERICA

By [Signature]
Vice President

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, personally appeared on this date, [Signature], Vice President of Phillips Petroleum Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument of writing and acknowledged to me that the same was the act and deed of said Phillips Petroleum Company and that he executed the same as the act and deed of said Phillips Petroleum Company, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th
day of March, 1957.

[Signature]
Notary Public in and for County of
Washington, State of Oklahoma
KATHA L. DAVIS, NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE

By Commission Expires 11-19-60


- 6 -

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS
The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy

015702

Deed RECORDS
Vol. 3691 Page 600

8671-634

STATE OF New York
COUNTY OF Richmond

BEFORE ME, the undersigned authority, personally appeared on this date, Richard B. Silver, Vice President of Celanese Corporation of America, known to me to be the person and officer whose name is subscribed to the foregoing instrument of writing and acknowledged to me that the same was the act and deed of said Celanese Corporation of America and that he executed the same as the act and deed of said Celanese Corporation of America, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of March, 1957.



Richard B. Silver
Notary Public in and for County of Richmond, State of New York

NOTARY PUBLIC
STATE OF NEW YORK
No. 01234567
Qualified in N.Y.
Comm. Expires with N.Y. Clerk
Term Expires 12/31/1957

Filed for record May 1, 1959, at 10:40 o'clock a M.
Recorded May 2, 1959, at 9:27 o'clock a M.
R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.
By Marionne Kendrick Deputy.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS
The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS
By William D. Hackett
Deputy

015703

Deed RECORDED
1161 101

CN 1702

DEED RECORDS Vol 7452 p 203

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

THAT Celanese Corporation, a corporation, hereinafter sometimes called "grantor", for and in consideration of Ten Dollars (\$10) and other valuable consideration paid by Humble Pipe Line Company, a corporation, hereinafter called "grantee", the receipt of which consideration is acknowledged, hereby grants, bargains, sells and conveys unto grantee, its successors and assigns, the following described land situated in Harris County, Texas, to-wit:

(a) BEGINNING at a point in the east right of way line of State Highway No. 134 (Battleground Road) and the northwest corner of a 3.54-acre tract of land conveyed to Houston Lighting and Power Company by Belle A. Crapo et al, recorded in Volume 2419, page 524, Deed Records, Harris County, Texas, being a point in the south line of a 118.63-acre tract of land described as Tract No. 1 in deed from Phillips Petroleum Company to Celanese Corporation of America, recorded in Volume 3133, page 361, Deed Records Harris County, Texas, said tract located in Arthur McCormick Survey A-46, Harris County, Texas;

THENCE, N 02° 27' 20" W. 122.0 feet along the east right of way line of State Highway No. 134 (Battleground Road) to a point for the place of beginning of a 2.452-acre tract hereinafter described;

THENCE, N 87° 32' 40" E. 2125.45 feet to a point in the east line of said 118.63-acre tract and the west line of Harris County Houston Ship Channel Navigation District 0.461-acre tract recorded in Volume 3479, page 232, Deed Records, Harris County, Texas, said point distant N. 20° 55' 50" E. 132.9 feet along said line from the northeast corner of above mentioned 3.54 acre tract;

THENCE, N 20° 55' 50" E. 54.48 feet along said east and west line to a point;

THENCE, S. 87° 32' 40" W. 2147.07 feet to a point in the east right of way line of State Highway No. 134 (Battleground Road);

THENCE, S. 02° 27' 20" E. 50.0 feet along said east line to the place of beginning and containing 2.452 acres, more or less.

(b) All that certain tract of land described as a strip thirty feet (30') in width containing 1.46

G-2

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I, the undersigned, do hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 6 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



John H. Jennings
Deputy

FEE TRACT
CELANESE CORP. TO HUMBLE PIPE LINE CO.
(A) 2.452 AC. (B) 1.46 AC.
12/16/68 7452/203 D.R.
TRACT (G) ON DWG. NO. C-ALL-5406-E

015704

CELANESE TO HUMBLE PIPE LINE
FEE

100-34-1C56

acres and being the north thirty feet (30') of the 122-foot wide easement reserved in deed dated April 5, 1956, from Phillips Petroleum Company to Celanese Corporation of America recorded in Volume 3133, page 361, Deed Records of Harris County, Texas, to which reference is here made.

- (c) All of grantor's reversionary interest in that certain tract of land described as a strip fourteen feet (14') in width containing 0.6896 acres in an easement dated January 21, 1958, executed by Harris County Houston Ship Channel Navigation District to Humble Oil & Refining Company, which is recorded in Volume 3736, page 164 et seq., of the Deed Records of Harris County, Texas, to which reference is here made;

subject, however, to all valid reservations and exceptions, easements, restrictions and conditions which are properly of record and which affect the land conveyed hereby, to any state of facts that is apparent or that a careful survey of the premises would disclose; and subject, further, to the following reservations, exceptions and agreements, to-wit:

(1) Grantor reserves all oil, gas and other minerals under and that may be produced from said land, together with the right of ingress and egress thereto for the purpose of exploring for, developing and producing the same; provided, however, that in exercising such rights of ingress and egress for said purposes, no well may be drilled thereon or any tank or other structure erected on the surface thereof, but said oil, gas or other minerals thereunder shall be produced from and through surface locations on lands other than that above described.

(2) Grantor reserves, without limit as to size, number, kind, nature or location except as hereinafter specifically provided, easements to cross the above described land or any part thereof at any angle not less than thirty degrees (30°) for the purpose of constructing, installing, operating, maintaining, repairing, replacing, reconstructing, inspecting and removing in any manner which will not damage or unreasonably interfere with grantee's then existing pipe lines and other facilities and improvements thereon, railways, roadways and crossings for vehicular and pedestrian traffic, pipe lines and telephone or other communication lines. In this connection, however, grantee agrees that it will not construct on the surface of said land any building, facility or other installation which would have the effect of unreasonably preventing or interfering with the exercise of the easement rights herein reserved to grantor, and grantee further agrees that any pipe lines constructed by it within the boundaries of the land hereby conveyed shall be buried with the top of the same at least thirty-six inches (36") below the surface of the earth.

(3) Grantor reserves an easement to maintain and use for the parking of automobiles and other vehicles the surfaced parking area presently used for such purpose which is located adjacent to State Highway No. 134 on the westernmost portion of

-2-

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is indexed in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number so stamped thereon, I hereby certify on

JUL 6 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Hayden H. Jennings
Deputy



DEED RECEIVED
MAY 7 1972

100-34-1057

015705

the above described land and grantee agrees that it will not construct above the surface of such parking area any building or other installation. If the construction of any pipe line beneath the surface interferes with or obstructs entry to or the use of said area for the parking of automobiles or other vehicles, grantee at its own expense will furnish a suitable alternate entry to such area during any period of pipe line construction and thereafter will promptly restore the surface to reasonably the same condition as that in which it previously existed.

(4) Without regard to negligence or fault, grantee agrees to pay any and all damages of every kind and nature suffered by grantor caused by or arising in whole or in part out of the construction, operation, maintenance, repair, removal, existence of any pipe line or other building or other installation on or under said land, save and except such damages as may be caused by the willful acts or sole negligence of grantor. Grantee further agrees to reimburse and indemnify grantor for and hold grantor harmless from any and all claims, causes of action, liability, loss, damage or expense of every kind and nature, including but not limited to, attorney's fees and costs, which may in whole or in part be caused by or arise out of the construction, operation, maintenance, repair, removal, use or existence of any pipe line or other building or installation on said land, save and except such damages as may be caused by the willful acts or sole negligence of grantor. Grantee hereby releases grantor from any and all damages which may be sustained by grantee which arise out of the operation of grantor's business on land presently owned by it which is either near or adjacent to the above described land, save and except such damages as may be caused by the willful acts or sole negligence of grantor.

(5) As used herein the term "grantor" shall include the successors and assigns of grantor, and the term "grantee" shall include the successors and assigns of grantee; provided, however, that Humble Pipe Line Company shall not be liable to grantor in damages or otherwise for the performance of any agreement herein contained on the part of grantee to be kept and performed when such damages or failure or performance are caused by or result from any act or omission by an assignee of Humble Pipe Line Company and to which the said Humble Pipe Line Company has not contributed.

(6) All agreements herein contained on the part of grantee to be kept and performed shall be covenants running with the land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto grantee, forever, and grantor binds itself to warrant and forever defend all and singular the said premises unto grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under grantor, but not otherwise.

EXECUTED this 16th day of December, 1968.

CELANESE CORPORATION

By [Signature]
Treasurer

ATTEST:

AND,

By [Signature]
Secretary

[Signature]
Assistant Secretary

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 6 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Signature]
Deputy

015706

THE STATE OF NEW YORK I
COUNTY OF NEW YORK I

DEED RECORDED
Vol 7452 p. 206

BEFORE ME, the undersigned authority, on this day personally appeared C. W. (W.D.), Treasurer of CELENESE CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 16th day of December, 1968.

E. E. Kelly
Notary Public in and for NEW YORK
County, New York.

THE STATE OF NEW YORK I
COUNTY OF NEW YORK I

BEFORE ME, the undersigned authority, on this day personally appeared J. S. H. H. H., Secretary of CELENESE CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 16th day of December, 1968.

E. E. Kelly
Notary Public in and for NEW YORK
County, New York.

RECORDED
INDEXED
DEC 26 1968
F. J. H. H. H.
COUNTY CLERK

-4-

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and of the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 6 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Deputy
Deputy

015707

OFFICE RECORD
7452 207

100-34-1060

CILANESSE CORPORATION

TO

HUNBLE PIPE LINE COMPANY

SPECIAL WARRANTY DEED

PLANT SYSTEMS, Inc. Plant's Pipe Line
Company, Dallas, Texas, Houston 1, Texas

HEAD & KENDRICK

ATTORNEYS AT LAW

WILSON TOWER

CORPUS CHRISTI, TEXAS

1940

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned, do hereby certify that the foregoing is a full, true, and correct copy of the original record now in my lawful custody and possession, based on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on



JUL 20 1972

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct copy of the original record now in my lawful custody and possession, based on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 6 1972

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Signature]
Deputy

015708

No. CC 273060

JUL 20 1972 A-51161 CC273060 -- PD5554.00
THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS IT APPEARS IN THE PUBLIC RECORDS OF THE COUNTY OF HARRIS, TEXAS.STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That we, W. T. Andrews, H. Louise Andrews and Hazel E. Andrews, all single persons of Syracuse, Onondaga County, New York, hereinafter referred to as Grantors, for and in consideration of Eight Hundred Sixty-Five Dollars to them in hand paid by HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT, a navigation district, organized and existing under and by virtue of the Laws of the State of Texas, and domiciled in the County of Harris, State of Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD, CONVEYED, subject to the conditions, restrictions and reservations hereinafter mentioned, and by these presents do GRANT, SELL and CONVEY unto the said HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT, for the purpose of construction, maintaining and operating a railroad over and across all that certain lot, tract and parcel of land situated in the County of Harris, State of Texas, described as follows, to-wit:

BEGINNING at a point in the East R/W line of the San Jacinto Battleground Road, 22 ft. North from its intersection with the Southwest corner of the Andrews, et al, 303.532 acre tract, said corner being the Northwest corner of the Crapo, et al, 65.979 acre tract;

THENCE with said Road R/W line, North 100 ft.;

THENCE East 160.2 ft. to a point of curve;

THENCE following a 2027' curve to the right in a Southeasterly direction 786 ft. to a point in the South line of said Andrews tract 904.5 ft. East from its Southwest corner; same being in the North line of said Crapo tract;

THENCE with said South line, West 398.5 ft.;

THENCE following a 2034' curve to the left in a Northwesterly direction 397 ft. to a point of tangent;

THENCE West 160.2 ft. to the place of BEGINNING.

Containing 1.73 acres of land out of the Arthur McCormick Survey, Harris County, Texas.

There is hereby expressly reserved to the Grantors herein, their heirs and assigns forever, all of the oil, gas and other minerals in and under and that may be produced and saved from

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: *W. T. Andrews*

Deputy

FEE TRACT
W.T. ANDREWS ET AL TO NAVIGATION DISTRICT
1.73 AC. 10/24/51 2329/610 D.R.

TRACT (H) ON DWG. NO. C-ALL-5406-E

RECORDED

Vol. 2329 Page 610

015709

the above described land, together with the right of ingress and egress for the purpose of exploring for mining, producing, storing and removing such oil, gas and other minerals so reserved to the Grantors, their heirs and assigns herein.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT. Any they do hereby, subject to the exceptions. ed, bind themselves, their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof; it, however, being expressly agreed and understood that such warranty shall not extend to any right or underground easements heretofore granted by the Grantors for the construction of a pipe line or other underground conduits on or through the above described land, the easement herein granted being accepted by Grantee subject to such underground easement or conduits.

This conveyance is made on the condition that railroad tracks will be constructed upon and over the above described tract of land within 15 years from the date of this conveyance and if within 15 years from the date of this conveyance railroad tracks are not constructed upon and over the above described tract of land, the Grantors herein, their heirs and assigns, shall have the right to terminate this conveyance, and upon the exercise of such right, which shall be conclusively established by the mailing of a notice thereof to the Grantee, addressed to it at its offices in Houston, Harris County, Texas, the title to the herein conveyed land shall revert to the above named Grantors, their heirs and assigns. If railroad tracks are constructed upon and over the above described tract of land at anytime within 15 years from the date of this conveyance, then such condition shall be

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: *[Signature]*
Deputy

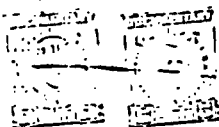
[Signature] 2329 411

015710

deemed fully satisfied and of no further force and effect.

However, if after the construction of such tracks, the above described land is abandoned for use as a railway for any period of time as long as 10 years, the title to the land shall revert to the Grantors herein, their heirs and assigns and the easement herein granted shall terminate. As a further consideration for the grant of this easement, the Grantee agrees to so construct and operate said railway so as not to unnecessarily interfere. use of other lands of Grantors, or their heirs and assigns, adjacent to, or on either side of the easement herein granted. Further, upon operating cars or trains over said easement, Grantee will construct a crossing over said easement so as to give to Grantors, their heirs or assigns, access to their land on either side of the easement herein granted. Such crossing to be constructed so as to, so far as is reasonably possible, prevent cattle or other domestic animals from getting on said railway tracks at points other than the crossings so constructed for that purpose.

WITNESS OUR HANDS this 20 day of Aug, 1951.



H. Louise Andrews
H. Louise Andrews

Harold E. Andrews
Harold E. Andrews

STATE OF NEW YORK:
COUNTY OF ONONDAGA:

BEFORE ME, the undersigned authority, on this day personally appeared W. T. Andrews, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 20 day of Aug, A. D. 1951.

HENRY L. KAUF
Notary Public in and for the State of New York
My Comm. Expires 12-31-52

Henry L. Kauf
Notary Public in and for Onondaga
County, New York

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

W. T. Andrews
Deputy

Record 2329 1912
RECORDED

015711

COUNTY OF ONONDAGA:

BEFORE ME, the undersigned authority, on this day personally appeared H. Louise Andrews, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 24 day of Aug, A. D. 1951.

H. L. Hunt
Notary Public in and for Onondaga
County, New York

STATE OF NEW YORK:

COUNTY OF ONONDAGA:

BEFORE ME, the undersigned authority, on this day personally appeared Hazel E. Andrews, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 24 day of Aug, A. D. 1951.

H. L. Hunt
Notary Public in and for Onondaga
County, New York

Filed for Record Sept 12, 1951, at 2:45 o'clock P.M.
Recorded Oct 24, 1951, at 10:22 o'clock A.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY John L. Smith Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, and on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By John L. Smith
Deputy

seced

2327: 613

015712

Exhibit B

18818585
932

EASEMENT

DEED RECORDED
IN 5440 PAGE 402

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

105-32-0176

11- THAT, PHILLIPS PETROLEUM COMPANY, a Delaware corporation with a permit to do business in the State of Texas, for and in consideration of TEN AND NO/100 Dollars (\$10.00), and other good and valuable consideration, to it in hand paid by HOUSTON LIGHTING & POWER COMPANY, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right of way for electric transmission and distribution lines, consisting of variable numbers of wires, towers or poles made of wood, metal or other materials, telephone and telegraph wires, at the location and along the course now located and staked out by the said Company over, across and upon the following described lands located in Harris County, Texas, to-wit:

BEGINNING at a 3/4" iron rod marking the southeast corner of that certain 118.63 acre tract conveyed to Celanese Corporation from Phillips Petroleum Company by Deed dated 4/5/56 and recorded in Volume 3133, Pg. 361 of the Harris County, Texas, Deed Records;

THENCE N. 20° 55' E., with the east line of said 118.63 acre tract, 40.7 feet to the northeast corner of that certain 56-foot strip of land conveyed to Harris County Houston Ship Channel Navigation District by Celanese Corporation by Deed dated 3/14/57 and recorded in Volume 3691, Pg. 595 of the Harris County Deed Records;

THENCE with the north line of said strip N. 71° 23' W. 60.3 feet to the P.C. of a left curve having a radius of 491.9 feet;

THENCE with said left curve a distance of 11.63' to the southeast corner and true point of beginning of the herein described easement;

THENCE N. 20° 47' 20" E. 1768.56 feet;

THENCE N. 28° 54' W. 26.6 feet to a point on the west line of a 100-foot wide easement along the east side of the said 118.63 acre tract;

THENCE S. 20° 55' W., with the west line of said 100-foot easement, 1556.55 feet to the P.C. of a 10° right curve;

THENCE southwesterly with said 10° right curve a distance of 171.97 feet to the west line of the 50-foot portion of the easement herein described;

THENCE S. 20° 47' 20" W. 265.99 ft. to the north line of the aforementioned 56-foot strip;

THENCE east-southeasterly along a right curve with a radius of 491.9 feet and along the north line of said 56-foot strip a distance of 50.46 feet to the true point of beginning, containing 1.22 acres, more or less.

together with the right of ingress and egress to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging

By
R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

FEB 6 AM 9 32

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Nathan Smith
Deputy

EASEMENT
PHILLIPS TO HOUSTON LIGHTING & POWER CO
1.22 AC. 3/6/64 5440/402 D.R.
TRACT NO. ① ON DWG. NO. C-ALL-5405-E

015713

new wires on, maintaining and removing said line and appurtenances.

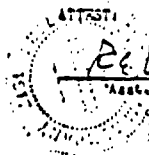
The easement herein granted is delineated on the plat attached hereto and made a part hereof.

The towers or poles to be erected by Grantee on said easement shall be only those towers or poles located as shown on the said plat attached hereto. Grantee shall not be authorized to install or construct on said land any tower, structure, pole, support, props or guys except as shown on said plat.

Grantor expressly reserves the right to use said strip of land for any purpose, provided that should any desired use by Grantor require the relocation of Grantee's towers or poles, such relocation shall be accomplished by Grantee's cost.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until the line shall be abandoned.

WITNESSED our hands this 17 day of January, 1964



PHILLIPS PETROLEUM COMPANY

By [Signature]
Vice President

THE STATE OF OKLAHOMA
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared
B. F. Stradley, known to me to be the person whose
name is subscribed to the foregoing instrument as Vice President of PHILLIPS
PETROLEUM COMPANY, a corporation, and acknowledged to me that he executed the
same for the purposes and consideration therein expressed, in the capacity
stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 17 day of
January, A.D. 1964.



[Signature]
Notary Public in and for State of
Oklahoma

My commission expires: 12-7-67

RETURN TO:
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON 1, TEXAS
(Atty. General)

- 2 -

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved as
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]
Deputy

EASEMENT
PHILLIPS TO HOUSTON LIGHTING & POWER CO.
1.22 AC. 3/6/64 5440/402 D.R.

TRACT NO. ① ON DWG. NO. C-ALL-5406-E

015714

DEED RECORD,
Vol 5440 p. 405

005-32-0179

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and was
duly RECORDED, in the volume and page of the named
RECORDS of Harris County, Texas, as stamped herein by
me, on

MAR 6 1964



R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Matthew Smith

EASEMENT
PHILLIPS TO HOUSTON LIGHTING & POWER CO.
1.22 AC. 3/6/64 5440/402 D.R.

TRACT NO. ① ON DWG. NO. C-ALL-5406-E

015715

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

SE PRESENTS:
E691-602

That WARREN PETROLEUM CORPORATION, a Delaware corporation, with an office in Houston, in Harris County,--Texas (hereinafter styled "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations acceptable to Grantor and rendered by HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT, a governmental agency and body politic, of Harris County, Texas (hereinafter styled "Grantee"), has released, remised, relinquished and quitclaimed and by these presents does release, remise, relinquish and quitclaim unto Grantee all right, title, interest and estate in and claim to that certain 10 foot wide strip of land described in that certain instrument dated March 23, 1951 and recorded in Volume 2292, page 578, of the Deed Records of Harris County, Texas (to which record and place of record reference is made for all purposes) as lies between the west line of the Arthur McCormick Survey, Abstract No. 46, in Harris County, Texas, and the east line of that certain piece, parcel or tract of land (comprising 200 acres. more or less) described in that certain deed of conveyance from Phillips Petroleum Company to Celanese Corporation of America, dated April 5, 1956, and recorded in Volume 3133, page 361, of the Deed Records of said county.

TO HAVE AND TO HOLD so much of said strip of land above described unto said Grantee, its successors and assigns, forever, so that said Grantee hereafter shall not have, hold or assert any right, title, interest or estate in or claim to said 10 foot strip as is above described.

IN TESTIMONY WHEREOF, these presents have been executed

this 31 day of December, 1956.

WARREN PETROLEUM CORPORATION

பெரியவர்கள் :

J. J. Edwards
Asst. Secretary

By N. A. Seachurn
Vice President

OK-U.S.D.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By W. H. Miller Deputy

EASEMENT
"QUITCLAIM"
WARREN PET. TO NAVIGATION DISTRICT
10' STRIP, 5/2/59 3691/589 D.R.
TRACT NO. (2) ON DWG. C-ALL-5407-E

RECORDS

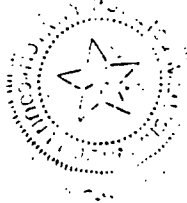
31.91 - 1.12

STATE OF TEXAS
COUNTY OF HARRIS

3691-603

BEFORE ME, the undersigned authority, on this day personally appeared H F Beardman, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of WARREN PETROLEUM CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Warren Petroleum Corporation.

Given under my hand and seal of office this 31 day of December, 1956.



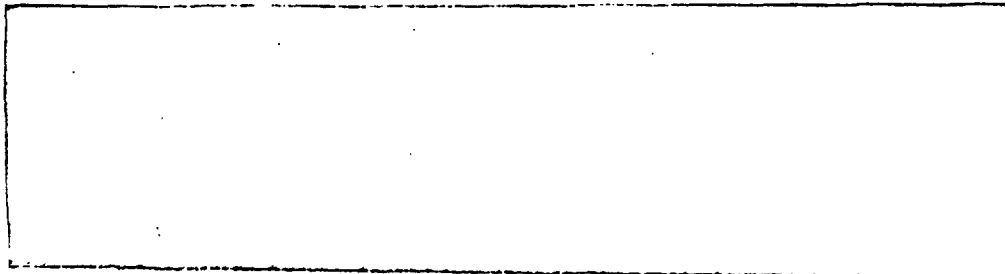
Bette Thornton
Notary Public, Harris County, Texas
BETTE THORNTON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1957

Filed for record May 1, 1959, at 10:40 o'clock a M.

Recorded May 2, 1959, at 9:28 o'clock a M.

R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.

By Messiahme Goodrich Deputy.



EASEMENT
"QUITCLAIM"
WARREN PET. TO NAVIGATION DISTRICT
10' STRIP, 5/2/59 3691/589 D.R.
TRACT NO. ② ON DWG. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Walter L. Smith
Deputy

015717

Sealed INDEXED
3691 603

P-150
STATE OF TEXAS
COUNTY OF HARRIS

WIT-150 04740 = P = LS E 10 1.10

KNOW ALL MEN BY THESE PRESENTS:

2691-589

THAT PHILLIPS PETROLEUM COMPANY, a Delaware corporation having its principal office in Bartlesville, Oklahoma, and an office and place of business in Houston, Harris County, Texas, hereinafter called "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations moving to Grantor from HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT, a governmental agency and body politic of the State of Texas, with its office and principal place of business in Houston, Harris County, Texas, hereinafter called "Grantee" has BARGAINED, SOLD, QUITCLAIMED, SET OVER and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM, SET OVER and RELEASE unto Grantee all of Grantor's right, title and interest and claim to that certain easement for private, industrial railroad spur track purposes in, over and along that certain strip, parcel or tract of land, twenty (20) feet wide and approximately Five Thousand Eight Hundred Sixty (5,860) feet long, and located in Harris County, Texas, said easement for private, industrial spur track purposes herein bargained, sold, quitclaimed, set over and released unto Grantee having heretofore been granted and conveyed by Grantee herein to Grantor herein by and under that certain Railroad Easement, dated March 26, 1956, and recorded in Volume 3149, page 26 of the Deed Records of Harris County, Texas (to which record and place of record reference is here made for all purposes), so that hereafter Grantor herein shall not have, hold or be entitled to assert, under or on account of said above mentioned Railroad Easement grant dated March 26, 1956, any right, title, interest or estate in or claim to the twenty (20) foot strip of land described in said easement grant of March 26, 1956.

TO HAVE AND TO HOLD the Easement rights hereinabove quitclaimed, set over and released, together with all and singular the rights and appurtenances thereunto in any wise belonging unto Grantee, its successors and assigns.

EXECUTED this 9th day of January, 1958.

PHILLIPS PETROLEUM COMPANY

BY: Rex L. L. Dole
Vice President

ATTEST:
Rex L. L. Dole
Secretary

TRACT NO. ③ ON DNG. C-ALL-5407-E

EASEMENT
"QUITCLAIM"
PHILLIPS TO NAVIGATION DISTRICT
20' STRIP, 5/22/59 3641/589 D.R.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By William L. L. Dole
Deputy

015718

RAILROAD EASEMENT

1591400

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT, Harris County Houston Ship Channel Navigation District, a governmental agency and body politic, created and existing under and by virtue of the laws of the State of Texas, with its principal office and place of business in Houston, Harris County, Texas, hereinafter called "Navigation District," for and in consideration of Eight Thousand, One Hundred & No/100 (\$8,100.00) Dollars in hand paid, receipt of which is hereby acknowledged, and in consideration of the conditions, stipulations and covenants hereinafter expressed, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Phillips Petroleum Company, a Delaware corporation, its successors and assigns, hereinafter called "Grantee", an easement for private, industrial railroad spur track purposes in, over and along that certain strip, parcel or tract of land, twenty (20) feet wide and approximately five thousand eight hundred sixty (5,860) feet long and located entirely on the existing right-of-way of Navigation District in and a part of the George M. Patrick Survey, Abst. 624, the George Moss Survey, Abst. 646, and the Arthur McCormick Survey, Abst. 46, all in Harris County, Texas, said 20-foot right-of-way strip hereby granted and conveyed being nine (9) feet on the south side and eleven (11) feet on the north side of the following described line - said line being the center line of the private industrial railroad spur track to be constructed upon the herein granted easement, said center line of said proposed track being described as follows:

PART 1:
BEGINNING at a point of curvature in the center-line of the main line of the Port Terminal Railroad, said point being located 43 feet north of the south boundary of the Harris County Houston Ship Channel

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

EASEMENT
NAVIGATION DISTRICT TO PHILLIPS
20' STRIP, 5/21/56 3149/28 D.R.

TRACT NO. ③ ON DWG. C-ALL-5407-E

[Signature] RECORDED
3149 28

015719

Navigation District right of way and being the beginning point of an industrial track serving the Rohm and Haas Chemical Plant;

Thence curving southeast around a curve having a radius of 1432.69 feet to a point of reverse curvature, said point being 36 feet north of the south right of way boundary;

Thence easterly around a curve to the left having a radius of 1432.69 feet to a point of tangency, said point being located 29 feet north of the south right of way boundary;

Thence easterly parallel with and 29 feet northerly from the south right of way boundary to a point in the east line of the George M. Patrick Survey and the west line of the George Ross Survey, said point being located 29 feet north of the most southerly south right of way boundary and 9 feet north of the most northerly south right of way boundary.

Thence continuing easterly in the George Ross Survey, parallel with and 9 feet north of the south right of way boundary to a point, said point being 9 feet north of the most northerly south right of way boundary and 29 feet north of the most southerly south right of way boundary;

Thence continuing easterly, parallel with and 29 feet north of the south right of way boundary to a point in the west right of way line of Texas State Highway No. 134, said point being north 29 feet from a concrete monument marking the south line of the Harris County Houston Ship Channel Navigation District right of way.

PART 2:

BEGINNING at a point in the existing right of way of the Harris County Houston Ship Channel Navigation District and the existing east right of way line of Texas State Highway No. 134, said point being located 29 feet north of a concrete monument marking the south boundary of the Harris County Houston Ship Channel Navigation District;

Thence easterly, parallel with and 29 feet north of the south right of way boundary, 160.2 feet to a point, said point being located 29 feet north from a concrete monument marking a point of curvature in the south right of way line. Said concrete monument is also located on the north line of an existing 22 foot wide easement held by the Houston Lighting and Power Company;

Thence continuing easterly, parallel with and 29 feet north of the north boundary of said existing 22 foot wide easement held by the Houston Lighting and Power Company, to a point, said point being located in the northeasterly curved boundary of the Harris County Houston Ship Channel Navigation District right of way.

RESERVING, however, to the Navigation District, its successors and assigns, all such rights and privileges in said tract of

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, and on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

[Signature] RECORDED
3149 29

015720

land as may be used and enjoyed by it without interfering with or abridging the rights and easement hereby granted to Grantee.

TO HAVE AND TO HOLD the above described easement and right of way solely for private, industrial railroad spur track purposes, together with all and singular the rights and appurtenances thereto in and unto the said Phillips Petroleum Company, its successors and assigns, for a period of time provided for hereinafter.

The foregoing grant is made upon and subject to the following conditions, which shall be construed as conditions rather than covenants:

If (1) Grantee shall, within 2 years from date hereof, fail or refuse to construct a private industrial railroad spur track on said easement strip, or (2) if after the expiration of said 2 year period Grantee shall abandon said easement or shall fail or refuse to use the same for the purpose aforesaid, then and upon the happening of any such event as in (1) or (2) specified the grant hereby made shall automatically cease and determine and said strip of land shall thereby revert to the Navigation District, its successors and assigns, free and discharged of the easement hereby granted, whereupon Navigation District, its successors and assigns shall have the same title to said strip of land as though these presents had not been executed.

In event of operation of either condition above set out, Grantee shall have the right (provided such right be exercised within 90 days from and after the reversion of title as aforesaid and not thereafter) to remove all of its improvements-- rails, ties, angle bars, tie plates and other track materials-- from the above described tract of land.

IN TESTIMONY WHEREOF, these presents have been executed this 20th day of March, 1956.

HARRIS COUNTY HOUSTON SHIP
CHANNEL NAVIGATION DISTRICT

By William D. Hain
its General Manager

ATTEST:

William D. Hain
Secretary

-3-

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

This foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy

Sealed
3/49 ... 30

015721

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WARREN D. LAMPORT, known to me to be the person whose name is subscribed to the foregoing instrument as General Manager of Harris County Houston Ship Channel Navigation District, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Harris County Houston Ship Channel Navigation District.

Given under my hand and seal of office this 26 day of March, 1956.


Walter J. Price
Notary Public, Harris County, Texas

Warren D. Lamport
General Manager

Filed for Record Mar 4, 1956 at 8:50 o'clock A.M.

Recorded Mar 21, 1956 at 8:54 o'clock A.M.

W. D. MILLER, Clerk County Court Harris County, Texas

By Pauline McKenney Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, and on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Robert E. Turrentine, Jr.
Deputy

Secced *3149* *31*

015722

3691-590

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

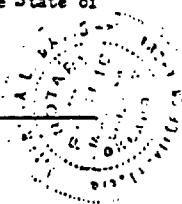
BEFORE ME, the undersigned authority, on this day personally
appeared Raymond L. Foster, Vice President of Phillips Petro-
leum Company, a corporation, known to me to be the person and officer
whose name is subscribed to the foregoing instrument, and acknowledged to
me executed the same as the act and deed of said corporation, for
the purposes and consideration therein expressed and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of
January, 1958.

Martha L. Davis
Notary Public in and for the State of
Oklahoma.

My Commission Expires:

Mar. 19 1960



Filed for record May 1, 1959, at 10:40 o'clock a M.

Recorded May 2, 1959, at 9:25 o'clock a M.

R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.

By Marianne Goodrich Deputy.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of
the original record, now in my lawful custody and possession,
and on the date stamped thereon and recorded in the Record,
Volume and Page as stamped thereon, I hereby certify on

JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By William M. Stetson
Deputy

Deed RECORDED
Vol. 3691 - Page 590

015723

H-150
 THE STATE OF TEXAS |
 COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, heretofore under date of June 8, 1937, J. B. Hine et al executed and delivered to Humble Oil & Refining Company, a Texas corporation, a pipe line right of way and easement over certain land in the A. McCormick Survey, A-46, Harris County, Texas, and which easement is recorded in Vol. 1059, page 159 of the Deed Records of said county; and

WHEREAS, Harris County Houston Ship Channel Navigation District, a governmental agency and body politic of Harris County, Texas, has requested that Humble Oil & Refining Company release a portion of said easement;

NOW, THEREFORE, Humble Oil & Refining Company, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) cash to it in hand paid by Harris County Houston Ship Channel Navigation District, does hereby release, remise, relinquish and forever quitclaim unto the said Harris County Houston Ship Channel Navigation District, its successors and assigns, all of its right, title and interest acquired by it in the above described pipe line easement only insofar as it covers the following described portion of said easement, to-wit:

BEGINNING at an iron pipe set at the northeast corner of a certain 22-foot easement granted to the Houston Lighting & Power Company by J. B. Hine, et al by easement dated October 9, 1925, recorded in Vol. 572, page 511, Deed Records of Harris County, Texas, said point being 23.96 feet North 20° 55' East from the northeast corner (marked by a 3/4" iron rod), of a certain 3.54 acre tract of land out of the Arthur McCormick Survey, Harris County, Texas, deeded to the Houston Lighting & Power Company by Belle A. Crapo, et al and recorded in Vol. 2419, page 524, of the Deed Records of Harris County, Texas;

THENCE North 20° 55' East, 15.25 feet to a stake in the East line of those certain parcels of land conveyed by Phillips Petroleum Company to Celanese Corporation of America by deed dated April 5, 1956, and recorded in Vol. 3133, page 361 of the Deed Records of Harris County, Texas, said stake being the beginning and southeast corner of the herein described 16-foot wide pipe line strip and also the northeast corner of a certain 14-foot wide strip deeded to Humble Oil & Refining Company by the Harris County Houston Ship Channel Navigation District;

THENCE South 87° 33' West, along the north line of the last mentioned 14-foot wide strip deeded to Humble, a distance of 2148.57 feet to a stake for corner, same being the northwest corner of said 14-foot wide strip, and said stake being in the centerline of State Highway 134;

CERTIFIED COPY CERTIFICATE
 STATE OF TEXAS
 COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By *Phillip J. [Signature]*
 Deputy

EASEMENT
 "QUITCLAIM"
 HUMBLE TO NAVIGATION DISTRICT
 0.7919 AC., 5/2/59 3691/619 D.R.
 TRACT NO. ④ ON DWG. NO. C-ALL-5407-E

Deed RECORDED
 Vol. 3691 Page 619

015724

3691-620

THENCE North 2° 29' West, with the centerline of State Highway 134, a distance of 16.0 feet to a stake for corner;

THENCE North 87° 33' East, parallel to and 16 feet north of the north line of Humble's 14' wide strip, a distance of 2155.49 feet to a stake for corner;

THENCE South 20° 55' West, 17.43 feet to the place of beginning and containing 0.7919 acres of land more or less.

It is understood that this is only a partial release of said easement and it is agreed that all the right, title and interest of Humble Oil & Refining Company to that portion of said easement not released herein is hereby expressly retained.

EXECUTED in duplicate originals this the 30th day of June, 1957.

HUMBLE OIL & REFINING COMPANY

BY Rose L. Williams

Assistant Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Rose L. Williams known to me to be the person whose name is subscribed to the foregoing instrument as Assistant Secretary of Humble Oil & Refining Company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Humble Oil & Refining Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, A. D., 1957.

Geneva S. Carlson
Notary Public in and for
Harris County, Texas

Filed for record May 1, 1959, at 10:40 o'clock a M.

Recorded May 2, 1959, at 9:32 o'clock a M.

R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.

By Marianne Kendrick Deputy.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Willie May Nettles
Deputy

EASEMENT
"QUITCLAIM"

HUMBLE TO NAVIGATION DISTRICT
0.7919 AC., 5/2/59 3691/619 D.R.

TRACT NO. ④ ON DWG. NO. C-ALL-5407-E

Deed

3691-620

015725

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THE STATE OF TEXAS }
COUNTY OF HARRIS }

WHEREAS, by deed dated April 5, 1956, recorded in Volume 3133, page 361, Deed Records, Harris County, Texas, to which reference is hereby made for all purposes, Phillips Petroleum Company, a Delaware corporation, with a permit to do business in Texas, hereinafter sometimes called "Phillips", conveyed to Celanese Corporation of America, a Delaware corporation, with a permit to do business in Texas, hereinafter sometimes called "Celanese", certain land lying in the Arthur McCormick Survey A-46, Harris County, Texas, described in said deed by metes and bounds in two tracts, and

WHEREAS, Phillips reserved from the conveyance of said land for the benefit of itself and its subsidiary and affiliated companies and its and their assignees and grantees certain easements which among others therein described cover a strip of land 100' wide along the east line of Tract I described in said deed and a strip of land 50' wide along the east line of Tract II described in said deed, and

WHEREAS, by mutual agreement of the parties Celanese has constructed a drainage ditch at the joint and agreed proportionate expense of Phillips and Celanese, which drainage ditch is located within said easement strips and thence extends in a northeasterly direction to Peggy Lake across land belonging to Phillips either in fee or upon which it has obtained easement rights from others;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Dollar (\$1) and other good and valuable consideration in hand paid by Celanese, the receipt of which consideration is acknowledged, Phillips hereby gives and grants to Celanese the right to use and maintain said drainage ditch located within said easement strips above described and extending thence in a northeasterly direction to Peggy Lake across land belonging to Phillips either in fee or upon which it has obtained easement rights from others as aforesaid, all on the following terms and conditions, to-wit:

(a) The right of user of said drainage ditch shall not be exclusive in Celanese but the same may be used for drainage purposes at any time and

-1-

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

FEB 21 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By W. H. Smith
Deputy

DRAINAGE EASEMENT
PHILLIPS TO CELANESE
5/8/57 3317/405 D.R.

TRACT NO. ⑤ ON DWG. NO. C-ALL-5407-E

Sealed RECORDED

3317 - 1105

015726

from time to time by Phillips, its subsidiary and affiliated companies and its and their assignees and grantees.

(b) The execution of this instrument shall not impair or alter any right vested in Celanese under the terms of said deed described above but shall vest in Celanese those additional rights of user of said drainage ditch herein described.

TO HAVE AND TO HOLD said rights herein described unto Celanese, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument is executed this 29th day of March, 1957.


Assistant Secretary

PHILLIPS PETROLEUM COMPANY

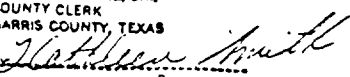
By 
Vice President

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

FEB 22 1973

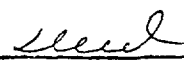
R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By 
Deputy

DRAINAGE EASEMENT
PHILLIPS TO CELANESE
5/8/57 3317/405 D.R.

TRACT NO. ⑤ ON DWG. NO. C-ALL-5407-E



 RECORDED
3317 1106

015727

C318464

JUN 10 66 130052 - C 318464 LS D PD

2.45

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

DEED RECORDS

VOLUME 6633 PAGE 533

THAT Celanese Corporation ~~of America~~, a Delaware corporation

New York County, New York, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, to it in hand paid by Houston Lighting & Power Company, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Houston Lighting & Power Company, a Texas corporation domiciled in Houston, Harris County, Texas, an easement or right-of-way for electric transmission and distribution lines, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including, but not by way of limitation, towers or poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at the location and along the course now located and staked out by the said Houston Lighting & Power Company over, across and upon the following described lands located in Harris County, Texas, to-wit:

A one-hundred eighteen and sixty-three hundredths (118.63) acre tract of land in the Arthur McCormick Survey, Abstract No 46, designated and described as Tract No 1 in deed dated April 5, 1956 from Phillips Petroleum Company to Celanese Corporation of America, recorded in Volume 3133, Page 361 of the Harris County Deed Records.

The easement herein granted is an unobstructed easement ninety-two (92) feet in width by one-hundred ten (110) feet in length, the location of which is shown on sketch No AM-18418-R, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

together with the following rights: (1) of ingress and egress to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said line and appurtenances; (2) to remove from said right-of-way and land adjacent thereto, all bushes, trees and parts thereof, or other obstructions, which, in the opinion of the Houston Lighting & Power Company, endanger or may interfere with the efficiency, safety or proper maintenance of said line or its appurtenances; and (3) of exercising all other rights hereby granted.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped hereon and as the same is lodged in the Recorder's Records in my office and preserved in carbon, and having microfilm identification number as stamped above, I hereby certify on

FEB 22 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Robert E. Smith
Deputy

EASEMENT

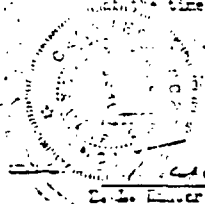
CELANESE TO HOUSTON LIGHTING & POWER CO.
92' X 110', 6/1/66, 6388/596 D.R.

TRACT NO. 6 ON DWG. NO. C-ALL-5407-E

015728

It is specifically understood and agreed that Grantor intends to construct a 69 kv substation on said 118.63-acre tract and the same will lie partially within the easement area above described, but grantor agrees that neither said substation nor any building or other improvement which grantor may erect upon said easement tract will unreasonably interfere with the rights herein granted to grantee.

TO HAVE AND TO HOLD the above described easement and rights unto said Houston Lighting & Power Company, its successors. Until said line shall be abandoned. Abandonment of the same shall be conclusively presumed if the same shall be unused for one (1) year, and thereupon said Houston Lighting & Power Company shall remove from the above described land all property placed thereon by it and shall restore the surface thereof to as nearly as practicable the same condition in which such surface existed at the time such property was placed thereon by said Houston Lighting & Power



WITNESSES our hands this 27th day of May, A D 1966.

CELANESE CORPORATION

Notary Public

Asst. Secretary R. O. Gilbert Vice President

THE STATE OF NEW YORK

COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, on this day personally

appeared R. O. GILBERT

Vice President of Celanese Corporation ~~incorporated~~, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 27th day of May,

A D 1966.

Evelyn Koltz
Notary Public in and for New York
County, New York

RETURN TO:
HARRIS COUNTY CLERK
P. O. BOX 1500
HOUSTON, TEXAS
(Mr. Lawrence)



EVELYN KOLTZ
Notary Public, State of New York
No. 00010770
County of Harris, New York
Commission Expires March 31, 1967

APPROVED AS TO FORM
B. B. S. & C.
BY A. H. F.

- 2 -

EASEMENT
CELANESE TO HOUSTON LIGHTING & POWER CO.
92' X 110', 6/1/66, 6388/596 D.R.

TRACT NO. ⑥ ON DWG. NO. C-ALL-5407-E

STATE OF TEXAS)
COUNTY OF HARRIS)
I, R. E. TURRENTINE, JR., County Clerk, do hereby certify that the above and foregoing is a full, true, and correct copy of the original record now in my lawful custody and possession, filed on the date stamped hereon and as the same is filed in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped hereon, I hereby certify on

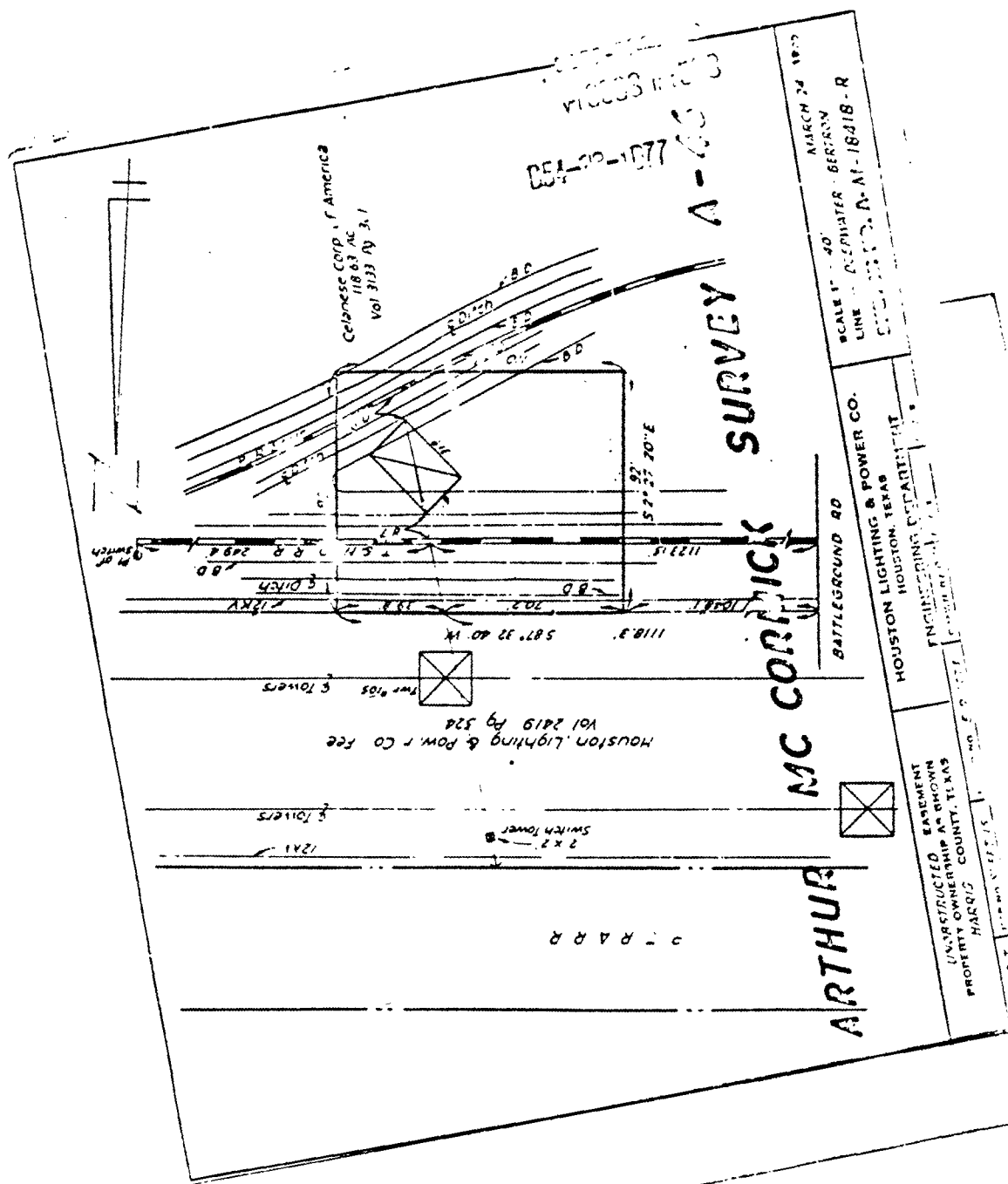
FEB 22 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Stanley Smith
Deputy

015729



THE STATE OF TEXAS)
COUNTY OF HARRIS)
I, R. E. TURRENTINE, JR., County Clerk, do hereby certify that the above and foregoing is a full, true, and correct copy of the original record now in my official custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Record in my office and directed by me to be recorded, and having microfilm identification number as stamped thereon, I hereby certify on



FEB 22 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

W. H. Smith
Deputy

EASEMENT
CELANESE TO HOUSTON LIGHTING & POWER CO.
92' X 110', 6/1/66, 6388/596 D.R.
TRACT NO. ⑥ ON DWG. NO. C-ALL-5407-E

015730

THE STATE OF TEXAS)
COUNTY OF HARRIS)

Hereby certify that the above and foregoing is a full, true, and correct
photostatic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm and having microfilm identification number as stamped
thereon. I hereby certify on

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Deputy
Deputy

EASEMENT
CELANESE TO HOUSTON LIGHTING & POWER CO.,
92' X 110', 6/1/66, 6388/596 D.R.

TRACT NO. ⑥ ON DWG. NO. C-ALL-5407-E

015731

100-463 304988 - 0765711 13 8 70
EASEMENT

11.70

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, PHILLIPS PETROLEUM COMPANY, a Delaware Corporation with a permit to do business in the State of Texas, for and in consideration of TEN AND NO/100 Dollars (\$10.00), and other good and valuable consideration, to it in hand paid by LINE COMPANY, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right of way for one (1) pipe line at the location and along the course now located and staked out by the said Company over, across and upon the following described lands located in Harris County, Texas, to-wit:

Beginning at a point in the centerline of Miller Cutoff Road, being the northeast corner of a 118.63-acre tract of land located in Arthur McCormick Survey, A-46, Harris County, Texas. Said tract conveyed to Celanese Corporation of America by Phillips Petroleum Company as Tract No. 1 by deed dated April 5, 1956, recorded in Volume 3133, Page 361, Deed Records, Harris County, Texas. Being also the northeast corner of a 100-foot wide easement reserved by Phillips Petroleum Company along the east side of above mentioned 118.63-acre tract;

Thence S. 20° 55' W. 32.7 feet along the east line of said tract and easement to a 3/4" g.i.p. set in the south right-of-way line of Miller Cutoff Road;

Thence S. 27° 24' W. 103.9 feet along the south right-of-way line of Miller Cutoff Road to a point for the place beginning of the centerline description of a 4" pipeline hereinafter described;

Thence S. 42° 42' E. 48.2 feet to a point perpendicular to and 53 feet west of the east line of said 118.63-acre tract and 100-foot wide easement;

Thence S. 20° 55' W. 1579.5 feet parallel to and 53 feet west of said east line to a point;

Thence S. 19° 37' W. 57 feet to a point 13 feet east of Port Terminal Railroad Spur Track;

Thence S. 02° 30' E. 129.0 feet to a point in the east line of said 118.63-acre tract and 100-foot wide easement, being also the west line of Harris County Ship Channel Navigation District's D-461-acre tract for a total distance of 1813.7 feet or 109.92 rods.

together with the right of ingress and egress to or from said right of way for the purpose of constructing, maintaining, operating, inspecting and removing the said pipe line.

D10 MLCYBDS
V-5312 MA 10

FILM CODE
093-03-0900

1980 NOV 4 PM 11 42

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I, the undersigned, being the duly qualified and sworn County Clerk of Harris County, Texas, do hereby certify that the above and foregoing is a full, true, and correct copy of the original record now in my lawful custody and possession, filed on the date stamped therein and as the same is shown in the Recorder's records in my office and preserved in microfilm, and having microfilm identification number as stamped herein, I hereby certify on

JUL 6 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



EASEMENT

4" NITROGEN LINE
PHILLIPS TO HUMBLE

11/4/63 5312/10 D.R.

TRACT NO. ⑦ ON DWG. NO. C-ALL-5406-E

015732

The easement herein granted is delineated on the plat attached hereto and made a part hereof. The pipe line is to be constructed by Grantee on the said easement shall be buried at least 24 inches below the surface of the ground.

Grantor expressly reserves the right to use the said land for any purpose provided that should any desired use by Grantor require the relocation of Grantee's mine line, such relocation shall be accomplished by Grantor's cost.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until the line shall be abandoned.

WITNES our hands this 11 day of October

1963.

ATTORNEY:

PHILLIPS PETROLEUM COMPANY

Henry M. Thompson
Asst. Secretary

By E. D. H. [Signature]
Vice President

THE STATE OF OKLAHOMA
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared R. F. Stradley, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of PHILLIPS PETROLEUM COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 11 day of October, A. D. 1963.

James E. [Signature]
Notary Public in and for State of Oklahoma.

-2-

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I, the undersigned, do hereby certify that the above and foregoing is a full, true, and correct copy of the original record now in my lawful custody and control, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 6 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]



EASEMENT
4" NITROGEN LINE
PHILLIPS TO HUMBLE
11/4/63 5312/10 D.R.

TRACT NO. ⑦ ON DWG. NO. C-ALL-5406-E

015733

FILED RECORDS
5312 11

FILM CODE
033-03-0301

219

10-250 000000 - 000000

8 10 3.95

HARRIS

FILE CODE

DEED RECORDS

09-17-00005

5210 416

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid and rendered to PHILLIPS INTERNATIONAL CORP., a Delaware corporation, having an office and place of business in Houston, Harris County, Texas (hereinafter for convenience sometimes called "Grantor") by HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT, a governmental agency and body politic of the State of Texas, with its principal office and place of business in Houston, Harris County, Texas (hereinafter for convenience sometimes called "Grantee"), Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee an easement and right-of-way for the construction, installation, operation, maintenance, repair, renewal, reconstruction and removal of a line of railroad, for the joint use by said Navigation District, the Port Terminal Railroad Association and Southern Pacific Company (as the successor in interest of Texas and New Orleans Railroad Company) over, upon, along and across those two certain pieces, parcels or tracts of land each being 17 feet wide, each a part of the Arthur McCormick Survey in Harris County, Texas, particularly described as follows:

TRACT NO. 1

Located near the east line of that certain 119.63-acre tract of land conveyed by Phillips Petroleum Company to the Columbia Corporation of America by deed dated April 5, 1956 and recorded in Volume 3133, Page 361 of the Deed Records of Harris County, Texas, the center line of this Tract No. 1 being parallel to and 1.5 feet south-easterly from the center line of a proposed railroad spur,

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 20 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Phillips
Deputy

17' WIDE R.R. EASEMENT
PHILLIPS TO NAVIGATION DISTRICT
TR. 1-0.862 AC., TR. 2-0.079 AC.
8/2/63 5210/421 D.R.

TRACT NO. ⑧ ON DWG. C-ALL-5406 & 07-E

015734

the center line of said spur track within the tract herein described being more particularly described as follows:

BEING at a point in the south line of Tract No. 1 herein described, which south line line upon and above the north line of a 17-foot wide railroad right-of-way conveyed by Phillips Petroleum Company and Oklahoma Corporation of America to the Harris County Navigation Ship Channel District by deed dated March 14, 1957 and recorded in Volume 201, Page 122 of the deed records of Harris County, Texas, said point being located 120.1 feet, as measured along and with the said north line-of-way line, west of the east line of the aforesaid 110.7-acre tract, and 1,201.2 feet, also as measured along and with the said north line-of-way line, east of the center line of State Highway 134.

THENCE, Northwesterly along the arc of a 10° 00' curve to the left which has not at the point of beginning; BEARS N. 10° 00' E., said curve having a central angle of 44° 35' 36" and a radius of 573.02 feet, for a distance of 445.93 feet to a point of tangency;

THENCE, N. 20° 55' 00" E. along a line parallel to and 120 feet westerly (as measured at right angles) from the east line of aforesaid 110.7-acre tract, a distance of 1,201.20 feet to a point of intersection with the center line of Miller Cut-Off Canal, which said center line is the same as the north boundary line of the aforesaid 110.7-acre tract and the north line of Tract No. 1 herein described, said Tract No. 1 containing 0.42 acre, more or less,

together with the clear and unobstructed aerial easement and freeway within the area or zone extending horizontally for a distance of 1.5 feet westerly of and parallel with the westerly line of said 17-foot strip above described as Tract No. 1 and extending vertically from the surface or ground level to a height of not less than 22 feet measured from the top of the lower of the two rails in said railroad track to the lowest earthward projection of any house, structure, building, pipe, pole, wire, sill, bridge, overheadway,

-2-

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 2 0 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Phillip May
Deputy

17' WIDE R.R. EASEMENT
PHILLIPS TO NAVIGATION DISTRICT
TR. 1-0.862 AC., TR. 2-0.079 AC.
8/2/63 5210/421 D.R.

TRACT NO. ⑧ ON DWG. C-ALL-5406 & 07-E

015735

RECORDS
5210 421
FILED
093-17-0006

girder, crossbeam, or other installation over and across said Tract No. 1;

TRACT NO. 2

Located near the southeast corner of the aforesaid 118.6]-acre tract of land, the center line of this Tract No. 2 coincides with the center line of a proposed railroad vye track, the center line of said vye track within the tract herein described being more particularly described as follows:

BEGINNING at a point in the easterly line of Tract No. 2 herein described, which easterly line lies upon and along the east line of the aforesaid 118.6]-acre tract of land, said point being located N. 24° 33' 35" E. a distance of 167.81 feet, as measured along and with said east line, from the southeast corner of the said 118.6]-acre tract, and 2,326.6] feet, as measured along and with the said east line, south of the northeast corner of the said 118.6]-acre tract;

CURVE, thence along the arc of a 14° 30' curve to the right whose tangent at the point of beginning bears N. 24° 33' 35" E., said curve having a central angle of 24° 13' 51" and a radius of 375.50 feet, for a distance of 167.81 feet to a point of tangency;

THENCE, N. 14° 33' 35" E. a distance of 34.19 feet to a point lying in the southeast line of Tract No. 1 hereinabove described, said southeast line being the westerly line of the Tract No. 2 herein described, said Tract No. 2 containing 0.07] acre, more or less.

TO HAVE AND TO HOLD the above described easements and rights-

of-way, for railroad purposes only, unto the said Grantee, its successors and assigns for a period of time so long as the said Grantee, its successors and assigns, the Fort Terminal Railroad Association and said Southern Pacific Company shall use the same for the uses and purposes aforesaid; but if Grantee, its successors and assigns shall cease to use for the purposes aforesaid either or both said parcels for a period of five consecutive years, Grantee,

-3-

WILD RECORDS
5210 no 418

FILED CODE
000-17-0007

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 20 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Thelma May Detuck
Deputy

17' WIDE R.R. EASEMENT
PHILLIPS TO NAVIGATION DISTRICT
TR. 1-0.862 AC., TR. 2-0.079 AC.
8/2/63 5210/421 D.R.

TRACT NO. ⑧ ON DWG. C-ALL-5406 & 07-E

015736

Its successors and assigns, shall remove the improvements therefrom and the title to the parcel or parcels or so much of the same as Grantee, its successors and assigns shall have ceased to use for the aforesaid period of time for the purposes and uses aforesaid, shall immediately and ipso facto (without necessity of Grantor's re-entry thereon) revert to and re-vest in Grantor, its successors and assigns free and clear of any encumbrance as aforesaid.

In addition to the aerial freeway easement appurtenant to Tract No. 1 hereinabove set out, Grantor, for itself and its successors and assigns, covenants that no subsurface, surface or aerial occupancy along and parallel with Grantee's line of railroad within either of the two parcels or tracts above described shall be installed or maintained; but Grantor, for itself, its successors and assigns, reserves the right to install, maintain and remove pipelines or other underground or subsurface conduits under and across either or both of such tracts, and agrees to comply with standard engineering practices customarily required by Grantee or others in the construction of pipeline or other underground or subsurface conduits.

Grantee recognizes the existence of a drainage ditch along and parallel with the easterly line of Grantor's premises in said McCormick Survey (also the easterly line of said 118.63-acre tract abovementioned) across which the line of railroad within Tract No. 2 extends. Grantee covenants and agrees that in constructing its said line of railroad over and across such ditch, the use of such ditch for drainage purposes shall not be interfered with; and any damage to such ditch caused by the construction of Grantee's

U10460003
5210 419

FILED
09-17-1908

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUL 2 0 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Phillip M. Heston
Deputy

17' WIDE R.R. EASEMENT
PHILLIPS TO NAVIGATION DISTRICT
TR. 1-0.862 AC., TR. 2-0.079 AC.
8/2/63 5210/421 D.R.

TRACT NO. ⑧ ON DWG. C-ALL-5406 & 07-E
015737

DEED RECORDS

5210 421

FILM CODE
093-17-1009

retained shall be borne and paid by Grantee.

IN TESTIMONY WHEREOF, these presents have been executed by Grantor
this 17 day of June, 1963.

ATTEST:
Shirley D. Thomas

PHILLIPS PETROLEUM COMPANY

By *W. J. Hall*
Vice President

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

I, W. J. Hall, the undersigned authority, a Notary Public in and for
said County and State, on this day personally appeared
W. J. Hall, Vice President of Phillips Petroleum Company, known
to me to be the person and officer whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same as the act and
deed of said Phillips Petroleum Company, for the purposes and consideration
therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, this 17 day of
June, 1963.

17-745

W. J. Hall
Notary Public in and for
Washington County, Oklahoma

APPROVED AS TO FORM:

Attorney for Grantor

Counsel for Grantee

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

JUL 2 0 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Phillip M. Mutch
Deputy

17' WIDE R.R. EASEMENT
PHILLIPS TO NAVIGATION DISTRICT
TR. 1-0.862 AC., TR. 2-0.079 AC.
8/2/63 5210/421 D.R.

TRACT NO. ⑧ ON DWG. C-ALL-5406 & 07-E

015738

INDEX RECORDS
5210 421

FILED IN THE
OFFICE OF THE
CLERK OF THE
COUNTY OF HARRIS
AT HOUSTON, TEXAS
AUG 2 1972



R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILM CODE
0001-17-0010

EASEMENT

FROM

PHILLIPS PETRO CO

TO

HARRIS COUNTY HOUSTON

SHIP CHANNEL

NAVIGATION DISTRICT

RETURN TO

HARRIS COUNTY HOUSTON BRIDGE
CHANNEL NAVIGATION DISTRICT
P.O. BOX 150 HOUSTON 1, TEXAS

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

JUL 20 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Julia May Mettski
Deputy

17' WIDE R.R. EASEMENT
PHILLIPS TO NAVIGATION DISTRICT
TR. 1-0.862 AC., TR. 2-0.079 AC.
8/2/63 5210/421 D.R.

TRACT NO. ⑧ ON DWG. C-ALL-5406 & 07-E

015739

8661350

1137

FILM CODE

EASEMENT DWG-116-0-122

0777 5061 293

WHEREAS, by deed dated April 5, 1956, recorded in Volume 3133, page 351 et seq of the Deed Records of Harris County, Texas, to which reference is here made for all purposes, Phillips Petroleum Company, a Delaware corporation with a permit to do business in Texas, in said deed and herein called "Phillips", conveyed to Celanese Corporation of America, a Delaware corporation with a permit to do business in Texas, and herein called "Celanese", certain land in Harris County, Texas, therein more particularly described by metes and bounds, excepting and reserving therefrom unto Phillips for the benefit of itself and its subsidiary and affiliated companies and its and their assignees and grantees, in addition to other easements therein reserved, an easement for the purposes therein specified covering a strip of land 100 feet wide along the east side of the land described therein as Tract I;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Celanese, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Phillips, the receipt and sufficiency of which consideration is acknowledged, hereby transfers, assigns and conveys unto Phillips an easement for pipe lines, pole lines, conduits, drainage ditch, railroad tracks, roadway and similar uses, together with all appurtenances thereto, upon the following described land out of Tract I conveyed by said deed above described, the portion thereof covered by the easement created by this instrument being more particularly described as follows, to wit:

Beginning at the intersection of the west line of said 100 foot easement with the center line of the Miller Cutoff Road, said intersection being on the north boundary line of said Tract I, S 87° 28' W 109.0 feet from the northeast corner of said Tract I;

Thence continuing with the north boundary line of said Tract I and the center of Miller Cutoff Road, S 87° 26' W 59.5 feet;

Thence S 6° 08' W 189.1 feet to a point in the west line of said 100 foot easement;

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

FEB 22 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Phillips M. Detusch
Deputy

015740

EASEMENT
CELANESE TO PHILLIPS
0.128 AC., 3/25/63 5061/293 D.R.
TRACT NO. ⑨ ON DWG. NO. C-ALL-5406-E

Thence with the west boundary line of said 100 foot easement, N 20° 55' E 244.7 feet to the place of beginning, containing 0.128 acres, more or less.

The above described land covered by the easement created hereby shall be retained by Celanese free of any improvement (excepting drainage ditch or drainage affluent lines) which would restrict the use thereof by Phillips and its subsidiary or affiliated companies and its and their assignees and grantees for the purposes indicated. Phillips' use of said easement shall not be restricted to the initial use, but it shall be permitted from time to time to construct, maintain, remove, replace, enlarge or otherwise alter any lines, tracks, roadways, ditches or conduits so long as such uses are confined to the area above described or the area upon which Phillips has heretofore reserved an easement as aforesaid and do not unreasonably interfere with the operation of Celanese on abutting property.

The easement created by this instrument is without warranty of title, express or implied, and is subject to all prior easements, rights of way and licenses of record over, under or across the above described land and to all restrictive covenants of record pertaining thereto.

TO HAVE AND TO HOLD the easement created hereby unto Phillips, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 25th day of

January, 1963.

ATTEST:

CELANESE CORPORATION OF AMERICA

[Signature]
Secretary

[Signature]
Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

BEFORE ME, the undersigned authority, on this day personally appeared *R. C. Glick*, Vice President of Celanese Corporation

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm and having microfilm identification number as stamped thereon, I hereby certify as

FEB 22 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Signature]
Deputy

EASEMENT

CELANESE TO PHILLIPS

0.128 AC., 3/25/63, 5061/293 D.R.

TRACT NO. ⑨ ON DWG. NO. C-ALL-5406-E

015741

FILM CODE

OHG-116-0121

- 3 -

DEED RECORDS

54061-293

of America, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and he acknowledged to me that the same is the act and deed of said corporation and that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL

25th day of March

1963.

Notary Public in and for the State of New York, County of New York

Notary Public in and for the State of New York, County of New York

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that the instrument was FILED in the office and of the same recorded herein by me, and was duly RECORDED in the Records and Page of the same RECORDS of Harris County, Texas, as shown hereon by me, on

MAR 25 1963



R. E. Turrentine, Jr.
COUNTY CLERK, P.C.
HARRIS COUNTY, TEXAS

FILED
MAR 25 1963

Phillips Petroleum Co.
HARRIS COUNTY, TEXAS

✓
PHILLIPS PETROLEUM CO
Box 1967 TAX DEPT
HOUSTON 1, TEX

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify as

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Ilke May Detwisk
Deputy

EASEMENT
CELANESE TO PHILLIPS
0.128 AC., 3/25/63, 5061/293 D.R.
TRACT NO. ⑨ ON DWG. NO. C-ALL-5406-E

015742

1011581

101004 460606 - 0741571 A 20

2.70

DEED RECORDS

Vol. 5628 Page 355

RECORD

015-24-1189

WHEREAS, by deed dated April 5, 1956, recorded in Volume 3133, page 361 et seq of the Deed Records of Harris County, Texas, to which reference is here made for all purposes, Phillips Petroleum Company, a Delaware corporation with a permit to do business in Texas, in said deed and herein called "Phillips", conveyed to Celanese Corporation of America, a Delaware corporation with a permit to do business in Texas, in said deed and herein called "Celanese", certain land in Harris County, Texas, therein more particularly described by notes and bounds, excepting and reserving therefrom unto Phillips for the benefit of itself and its subsidiary and affiliated companies and its and their assignees and grantees, in addition to other easements therein reserved, an easement for the purposes therein specified covering a strip of land 100 feet wide along the east side of the land described therein as Tract I;

276

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Celanese, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Phillips, the receipt and sufficiency of which consideration is acknowledged, hereby transfers, assigns and conveys unto Phillips an easement for pipe lines, pole lines, conduits, drainage ditch, railroad tracks, roadway and similar uses, together with all appurtenances thereto, upon the following described land out of Tract I conveyed by said deed above described, the portion thereof covered by the easement created by this instrument being more particularly described as follows, to wit:

- (a) Beginning at the northeast corner of said Tract I, being a point on the centerline of a county road 60 feet in width known as Miller Cutoff Road;

Thence S 87° 28' W with the said centerline and with the north line of said Tract I, at 168.5 feet the northwest corner of an easement embracing 0.123 acres, granted to Phillips Petroleum Company by Celanese Corporation of America, on February 21, 1963 as recorded in Volume 5061, Page 293 of the Harris County Deed Records, said corner being the true point of beginning of the herein described easement;

*Tracy R. Reed
Phillips Pet. Co.
Tracy, Texas
Houston, Texas 77001*

EASEMENT

CELANESE TO PHILLIPS

(A) 0.0614 AC., (B) 0.2139 AC.
8/18/64 5628/358 D.R.

TRACTS 10-A & 10-B ON DWG. NO. C-ALL-5406-E

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm and having microfilm identification number as stamped thereon, I hereby certify on

FEB 22 1973



P. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Deputy

015743

015-24-1190

1915 D. R. 5628

- 2 -

w. 5628 121350

Thence continuing S 27° 23' W with the north line of said Tract I and with the centerline of said road, 28.5 feet to a point for the northwest corner of the herein described easement;

Thence S 4° 32' E 187.9 feet to the southerly corner of the said 0.128 acre easement;

Thence N 1° 03' E with the west line of the said 0.128 acre easement, 186.1 feet to the true point of beginning of the herein described easement containing 0.0614 acres

- (b) Beginning at the northeast corner of said Tract I, being a point on the centerline of a county road 60 feet in width known as Miller Cutoff Road;

Thence S 20° 55' W with the easterly line of said Tract I, for a distance of 1656.8 feet, and N 69° 05' W at right angles thereto 100.0 feet to a point in the westerly line of the 100.0 ft. wide portion of the easement reserved to Phillips Petroleum Company in said deed, for the true point of beginning of the herein described easement;

Thence with the following courses which form the northerly and westerly boundary of the herein described easement, N 69° 05' W 2.0 ft.; S 25° 46' W 92.0 ft.; S 32° 32' W 90.2 ft.; S 36° 45' W 69.3 ft.; S 47° 23' W 115.5 ft.; S 50° 11' W 81.5 ft.; S 61° 37' W 96.3 ft.; S 65° 32' W 60.0 ft.; and S 60° 41' W 110.3 ft., to a point on the northerly line of the 122.0 ft. wide portion of the easement reserved to Phillips Petroleum Company in said deed, being also the P.C. of the 10 degree curve which connects the northerly line of the 122.0 ft. wide portion with the westerly line of the 100.0 ft. wide portion of said easement;

Thence with the northwesterly boundary of said easement reserved to Phillips Petroleum Company and with the said 10° curve to the left, having a central angle of 66° 38', a radius of 573.69 ft., a tangent length of 377.08 ft., for a distance of 666.33 ft. to the P.T. of said curve;

Thence N 20° 55' E 70.3 feet to the true point of beginning of the herein described easement containing 0.2139 acres more or less.

The above described land covered by the easement created hereby shall be retained by Celanese free of any improvement (excepting drainage ditch or drainage effluent lines) which would restrict the use thereof by Phillips and its subsidiary or affiliated companies and its and their assignees and grantees for the purposes indicated. Phillips' use of said easement shall not be restricted to the initial use thereof but it shall be permitted from time to time to construct, maintain, remove, replace,

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photostatic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm and having microfilm identification number as stamped hereon, I hereby certify on

EASEMENT

CELANESE TO PHILLIPS

(A) 0.0614 AC., (B) 0.2139 AC.

8/18/64 5628/358 D.R.

FEB 22 1973

TRACTS (10-A) & (10-B) ON DWG. NO. C-ALL-5406-E



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Deputy
Deputy

015744

enlarge or otherwise alter any lines, tracks, roadways, ditches or conduits so long as such uses are confined to the area above described or the area upon which Phillips has heretofore reserved an easement as aforesaid and do not unreasonably interfere with the operation of Celanese on abutting property.

The easement created by this instrument is without warranty of title, express or implied, and is subject to all prior easements, rights of way and licenses of record over, under or across the above described land and to all restrictive covenants of record pertaining thereto.

TO HAVE AND TO HOLD the easement created hereby unto Phillips, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 12th day of Aug., 1964.



Assistant Secretary

CELANESE CORPORATION OF AMERICA



Vice President

154 125 13 1.1 3 02

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

FEB 22 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



TRACTS 10-A & 10-B ON DWG. NO. C-ALL-5406-E

Deputy
Deputy

EASEMENT
CELANESE TO PHILLIPS
(A) 0.0614 AC., (B) 0.2139 AC.
8/18/64 5628/358 D.R.

015745

DEED RECORDS
V. 5028 P. 381

015-24-1192

STATE OF NEW YORK }
COUNTY OF NEW YORK }

BEFORE ME, the undersigned authority, on this day personally
appeared R. F. Phillips, Vice President of Celanese Corporation
of America, a corporation, known to me to be the person and officer
whose name is subscribed to the foregoing instrument, and he acknowl-
edged to me that the same is the act and deed of said corporation and
that he executed the same as the act and deed of said corporation, for
the purposes and consideration therein expressed, in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August,

1964.

Richard Murray
Notary Public in and for the State
of New York, County of New York
My Comm. Expires March 30, 1965

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

AUG 15 1964



Frederick J. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY TEXAS

25

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Frederick J. Turrentine, Jr.
Deputy

TRACTS (10-A) & (10-B) ON DWG. NO. C-ALL-5406-E

EASEMENT
CELANESE TO PHILLIPS
(A) 0.0614 AC., (B) 0.2139 AC.
8/18/64 5628/358 D.R.

015746

11

File 04.02

PERMANENT RIGHT-OF-WAY

FOR

TRINITY WATER CONVEYANCE SYSTEM

TRACT NO. Two hundred twenty-five (225)
OWNER Celanese Corporation of America
COUNTY Harris
SURVEY Arthur McCormick, A-46
ACREAGE 7.72 acres

All that certain tract or parcel of land in the Arthur McCormick Survey, A-46, Harris County, Texas, containing 7.72 acres and being a portion of the 113.63 acres conveyed by Phillips Petroleum Company to Celanese Corporation of America in deed dated April 5, 1956 and recorded in Volume 3133, page 361 of the Deed Records of Harris County and being more particularly described (with bearings referred to Texas Co-ordinate System, South Central Zone) by metes and bounds as follows:

BEGINNING at a Texas Highway Department concrete monument at the intersection of the east right-of-way line of State Highway No. 134 with the south right-of-way line of Miller Cut-off Road;

THENCE, North 87° 29' East, with the south right-of-way line of Miller Cut-off Road, a distance of 2,908.5 feet to a point;

THENCE, South 33° 02' East, a distance of 19.4 feet to a point;

THENCE, South 65° 46' East, a distance of 4.6 feet to a point in the common line of said 113.63 acre tract and the International Land Resources, Inc. tract;

THENCE, South 20° 56' West, with said common line, a distance of 138.5 feet to a point;

THENCE, North 79° 09' West, a distance of 133.1 feet to a point;

THENCE, South 87° 29' West, a distance of 2,738.0 feet to a point in the east right-of-way line of State Highway No. 134;

THENCE, North 02° 28' West, with said line a distance of 115.0 feet to the place of beginning, and containing 7.72 acres.

"PROPOSED EASEMENT"
CELANESE TO TRINITY WATER CONV. SYS.
7.72 AC 10/25/71
TRACT NO. (11) ON DWG. NO. C-ALL-5406-E

COMPILED BY W. D. Evans

CHECKED BY R. L. Dougherty

DATE 10-25-71

APPROVED BY [Signature]
Dougherty, Inc.

015747

984919

295

THE STATE OF Texas

County of Harris

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of Three Hundred Three and 10/100

(\$ 303.00) Dollars to the undersigned (herein styled Grantor, whether one or more), paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto UNITED GAS PIPE LINE COMPANY (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of and remove pipe lines and appurtenances thereto, and to construct, maintain, operate, repair, replace and remove, in connection with the conduct of its business, telegraph, telephone, power lines, electrical protection units and appurtenances thereto, including the necessary poles, guy wires, anchors and ground beds, over and through

the following described lands situated in Harris County, State of Texas to-wit:

303.582 Acres of the Arthur McCormick Sur., A-46, Harris County, Texas.

CENTERLINE DESCRIPTION:

Beginning at a point in a fence marking the apparent physical East right of way line of Battleground Road, (Texas State Highway 134), likewise the West property line of said tract, said point being further defined as lying 615' measured in a Northerly direction along said fence from the apparent physical Southwest corner of said tract; Thence North 42° 04' East a distance of 1962.3' to a point in the South right of way line of County Road #1560;

Thence continuing 42° 04' East crossing County Road #1560 at 2042' re-enter property of E. M. T. Andrews et al, and continuing on said course a total distance of 2317.4' to a point;

Thence North 45° 25' East a distance of 2770.6' to a point in the apparent physical North property line of said 303.582 acre tract.

For construction purposes the right of way herein granted shall be 50' in width; after construction the right of way shall revert to a width of 30'.

The said 303.582 acre tract is

more fully described in deed from W. J. Howard et al

to E. M. T. Andrews et al

recorded in Volume 2350, Page 295,
Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or maintain nor permit to be constructed or maintained any house, structures or obstructions, on or over, or that will interfere with the maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee hereby agrees to bury all pipes and electrical protection ground beds to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipe, telegraph, telephone, power lines and electrical protection units; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of ten cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this 25 day of Sept, A. D. 1977.

Signed and delivered in the presence of
the undersigned witnesses:

E. J. McLean
W. J. Wagner

William T. Andrews
Harriet Louise Andrews

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

FEB 2 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Billie M. Jettewski
Deputy

(SEE PAGE 2)

Deed
Vol. 2350 Page 295

015748

THE STATE OF

COUNTY OF

Before me

State, on this day personally appeared

to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

296
William T. Andrews
Harriet Louise Andrews

Notary Public in and for said County and State

known

A. D. 1951

(SEAL)

EDWARD J. GANNON
Notary Public in and for Harris County, Texas
My Commission Expires 12/31/52

28 day of Sept
Edward J. Gannon
Onondaga County, N.Y.

Filed for Record Oct. 25, 1951, at 9:00 o'clock A.M.

Recorded Dec. 6, 1951, at 1:14 o'clock P.M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Quinn Fottles Deputy

EASEMENT

W.T. ANDREWS ET AL TO UNITED GAS PIPELINE CO.
30' WIDE, 9/28/51 2350/295 D.R.

TRACT NO. 12 ON DWG. NO. C-ALL-5406-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

FEB 27 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Shirley M. Sotnick

Deed

015749

670899

Track

Check

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

County of Harris

That for and in consideration of Two Hundred Fifty Dollars (\$250.00) Dollars to the undersigned (herein styled Grantor, whether one or more), paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto Texas Eastern Transmission Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain and operate the line and appurtenances thereto, and to construct, maintain and operate, in connection with the conduct of its business, telegraph, telephone and power lines and appurtenances thereto, including the necessary poles, guy wires and anchors, over and through the following described lands situated in Harris County, State of Texas, to-wit:

1.771 acres more or less in the George Ross Survey, Abstract 646,
and Arthur McCormick Survey, Abstract No. 46

more fully described in deed from Houston Ship Channel Improvement Company by Pres., Tr. and Director, Ennis Cargill, Jno. S. Radford, Walter E. Waldo, W. W. Riel, S. P. Parish, Trustees and Directors to J. B. Hine, Ella M. Andrews, Harriett Louise Andrews, Hazel E. Andrews, Wm. T. Andrews, Belle A. Crapo, Florence A. Rickenbaker, V. J. Howard, Recorded in Volume 945, Page 210

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by or useful to Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantee is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structure or obstructions on or over, or that will interfere with the maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee hereby agrees to bury all pipes to a sufficient depth as to not interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph, telephone and power lines, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed, as aforesaid, and the written award of such three persons shall be final and conclusive.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 31st day of August, A. D. 1949.

WITNESSES:

William T. Andrews
Harriett Louise Andrews
Hazel E. Andrews
Wm. T. Andrews
Belle A. Crapo
Florence A. Rickenbaker
V. J. Howard

William T. Andrews
Harriett Louise Andrews
Hazel E. Andrews
Wm. T. Andrews
Belle A. Crapo
Florence A. Rickenbaker
V. J. Howard

WITNESSES:

Lucy M. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine

Lucy M. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine
Joseph B. Hine

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By John W. Smith
Deputy

EASEMENT

W.T. ANDREWS TO TEXAS EASTERN TRANS. CORP.
(NO WIDTH) 8/31/49 1985/249 D.R.

TRACT NO. (13) ON DWG. NO. C-ALL-5406-E

RECORDED
FEB 22 1973

015750

State of New York
 County of Onondaga
 City of Exeter
 On this 31st day of August in the year One thousand
nine hundred and Forty nine
William T. Andrews, Hazel E. Andrews single, and
Harriet Louise Andrews, single
 to me personally known to be the same persons described in and who executed the foregoing
 instrument, and they acknowledged to me that they executed the same.
Fredrick E. Mauer
 Notary Public
 FREDERICK E. MAUER
 Notary Public in the State of New York
 Commission Expires March 30, 1950

STATE OF NEW YORK, COUNTY OF ONONDAGA, ss:
 I, W. SNOWDON SMITH III, County Clerk and Clerk of the Supreme Court, Onondaga County, do hereby certify that
 whose name is subscribed to the Deposition, certain
 case of acknowledgement or proof of the annexed instrument, was at the time of taking the same a
 Notary Public in and for the State of New York, duly commissioned and sworn and qualified to act
 as such throughout the State of New York, that pursuant to law a commission, or a certificate of his
 appointment and qualifications, and his autograph signature, have been filed in my office, that as such
 Notary Public he was duly authorized by the laws of the State of New York to administer oaths and
 affirmations, to receive and certify the acknowledgments or proof of deeds, mortgages, powers of attorney
 and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded
 in this State, to preserve books and to take and certify affidavits and depositions, and that I am well
 acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed
 instrument with his autograph signature deposited in my office, and believe that the signature is genuine
 In Witness Whereof I have hereunto set my hand and affixed my official seal this
31st
 day of August 1949
W. SNOWDON SMITH III, Clerk
Deputy Clerk

EASEMENT
 W.T. ANDREWS TO TEXAS EASTERN TRANS. CORP.
 (NO WIDTH) 8/31/49 1985/249 D.R.
 TRACT NO. (13) ON DWG. NO. C-ALL-5406-E

CERTIFIED COPY CERTIFICATE
 STATE OF TEXAS
 COUNTY OF HARRIS
 The foregoing is a true and correct photographic copy of
 the original record, now in my lawful custody and possession,
 filed on the date stamped thereon and recorded in the Record,
 Volume and Page as stamped thereon, I hereby certify on

FEB 27 1973



R. E. TURRENTINE, JR.
 COUNTY CLERK
 HARRIS COUNTY, TEXAS
R. E. Turrentine, Jr.
 Deputy

Reed RECORDED
1985 FEB 250

015751

County of Richmond

On this 2nd day of September in the year One thousand nine hundred and Forty nine before me, the subscriber, personally appeared Belle A. Croft, wife of Claude J. Croft.

to me personally known to be the same person described in and who executed the foregoing instrument, and she acknowledged to me that he executed the same.



Nathaniel F. Sullivan
NATHANIEL F. SULLIVAN
Notary Public, State of New York
No. 43,500, Exp. in Richmond Co. N.Y. & Sup. Ct.
Comm. Expires March 22, 1951

384 Williams Law Book Co., Publishers, Richmond, N. Y. 9-17 B

STATE OF NEW YORK
COUNTY OF RICHMOND
I, CHARLES F. FALLISTER, County Clerk and Clerk of the Supreme Court, Richmond County,
a Clerk of said Court having by law a seal, DO HEREBY CERTIFY that
Nathaniel F. Sullivan

whose name is subscribed to the deposition, with certificate of acknowledgment or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York, that pursuant in law a commission, or a certificate of his appointment and qualifications, and his autograph signature, have been filed in my office; that he such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of de-jure and, there, prove of attorney and other written instruments for lands tenements and hereditaments to be read in evidence or returned in this State, to protest notes and to take and certify affidavits and depositions, and that I am well acquainted with the handwriting of such Notary Public or have compared the signature as the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 2 day of Sept 1949
Charles F. Fallister
County Clerk and Clerk of the
Supreme Court, Richmond County

EASEMENT
W.T. ANDREWS TO TEXAS EASTERN TRANS. CORP.
(NO WIDTH) 8/31/49 1985/249 D.R.
TRACT NO. 13 ON DWG. NO. C-ALL-5406-E

STIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS
The foregoing is a true and correct photographic copy of original record, now in my lawful custody and possession, and on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

FEB 22 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS
By: Nathan Smith
Deputy

Seal RECORDED
FILED 1985 PAGE 251

015752

State of New York
 County of New York
 City of New York
 On this 2nd day of September in the year One thousand
 nine hundred and Forty-nine, before me, the subscriber, personally appeared
Claude J. Chapas, husband of Belle G. Chapas
 to me personally known to be the same person described in and who executed the foregoing
 instrument, and he acknowledged to me that he executed the same.

Loce M. Garboul
 Notary Public, N. Y. Co. No. 178
 New York Register No. 622-6-8
 Commission Expires March 30, 1950

State of New York
 County of New York
 I, ANGLIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court
 of Record having by law passed, DO HEREBY CERTIFY that

Richard M. Garboul
 whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment
 or protest, was at the time of taking the same a NOTARY PUBLIC in and for the State of
 New York, duly commissioned and sworn and qualified to act as such throughout the State
 of New York, that pursuant to law a commission, or a certificate of his official character,
 and his autograph signature have been filed in my office; that as such Notary Public he
 was duly authorized by the laws of the State of New York to administer oaths and affirmations,
 to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and
 other written instruments for lands, tenements and hereditaments to be read in evidence or
 recorded in this State, to protest notes and to take and certify affidavits and depositions, and
 that I am well acquainted with the handwriting of such Notary Public, or have compared the
 signature on the annexed instrument with his autograph signature deposited in my office, and
 believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

FEE PAID 25¢

Richard M. Garboul
 County Clerk and Clerk of the Supreme Court, New York County

EASEMENT
 W.T. ANDREWS TO TEXAS EASTERN TRANS. CORP.
 (NO WIDTH) 8/31/49 1985/249 D.R.

TRACT NO. 13 ON DWG. NO. C-ALL-5406-E

CERTIFIED COPY CERTIFICATE
 STATE OF TEXAS
 COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of
 the original record, now in my lawful custody and possession,
 filed on the date hereof and recorded in the Record,
 Volume and Page as shown hereon, I hereby certify on

FEB 21 1973



R. E. TURRETTINE, JR.
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By Nathaniel Smith

seed

22007.75

015753

State of New York
 County of Oneida
 Town of Lewis

On this 9th day of September in the year One thousand
 nine hundred and forty-nine, before me, the subscriber, personally appeared
Ernestine Hine Thayer and
Ralph S. Thayer her husband
 to me personally known to be the same persons described in and who executed the foregoing
 instrument, and they acknowledged to me that they executed the same.

Ernest W. Thayer

Notary Public in the State of New York
 Qualified in Co. No. 34 - 2184021
 My Commission Expires March 26, 1951

State of New York
 County of Oneida
 Town of Oneida

On this 9th day of September in the year One thousand
 nine hundred and forty-nine, before me, the subscriber, personally appeared
Lucy M. Hine Thayer, Kenneth C. Hine, wife,
Barbara Ann, spinster,
 to me personally known to be the same persons described in and who executed the foregoing
 instrument and they acknowledged to me that they executed the same.

Joseph B. R...

Notary Public in the State of New York
 Qualified in Co. No. 34 - 2184021
 My Commission Expires March 26, 1951

EASEMENT
 W.T. ANDREWS TO TEXAS EASTERN TRANS. CORP.
 (NO WIDTH) 8/31/49 1985/249 D.R.
 TRACT NO. 13 ON DWG. NO. C-ALL-5406-E

CERTIFIED COPY CERTIFICATE
 STATE OF TEXAS
 COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of
 the original record, now in my lawful custody and possession,
 filed on the date stamped thereon and recorded in the Record,
 Volume and Page as stamped thereon, I hereby certify on

FEB 27 1973



R. E. TURRENTINE, JR.,
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

Deputy

1985

015754

STATE OF TEXAS
COUNTY OF Harris

012415
SHOW ALL MEN BY THESE PRESENTS That, in consideration of

Eight Hundred Twenty and 00/100 - \$820.00 DOLLARS the day and to
William F. Andrews, Harriett Louise Andrews and Hazel E. Andrews, all single persons of Onondaga,
County, State of New York 1818 West Onondaga St. Syracuse, New York

, hereinafter called Grantee (whether one or more),
by Gulf Refining Company and Gulf Oil Corporation (hereinafter called Grantor), the receipt whereof is hereby acknowledged, Grantor
does hereby grant and convey unto the said Grantee, its successors and assigns, a right of way over the land hereinafter described,
and the right to construct, maintain and operate thereon pipe lines for the conveyance or transportation of oil, gas, water, steam, or
any other material or substance which can be conveyed through a pipeline, or any one or more of said substances, and right of way being through
and upon that certain tract of land situated in Harris County, State of Texas, and described as follows:
305-582 acres in the Arthur McCormick Sur. A-46, and being the same land described in that
partition deed, dated June 26th, 1950 and recorded in Vol. 2124, page 665 of the Deed Records
of Harris County, Texas, to which deed and the record thereof reference is hereby made for all
purposes.

Said tract of land will not exceed 20 feet in width, and shall be located on
the North line of said tract of land above described, beginning on the most northerly line
of said tract, indicated by a red line on the plat attached hereto, and which reference
is hereby made for all purposes, running thence in a southeasterly to a point where it will
intersect the North line of the Miller Out Off Road on the most easterly line of said 305-582
acre tract, said right-of-way being a strip of land 20 feet wide with the line indicated in red
on said plat as its center.

The Grantee herein, and its successors and assigns, shall have the right to do whatever may be necessary for the enjoyment of
the rights herein granted, including the right of clearing and right of way of timber, and the right of ingress and egress to and from
said tract of land, for the purpose of laying, maintaining, repairing, removing, changing the size of, and restoring of said pipeline
and for the removal of same when desired by Grantee, its successors or assigns.

The above recited consideration is received in full satisfaction of every right hereby granted, but it is agreed that, within a
reasonable time after the completion of said line, Grantee obligates itself to pay the Grantor or to Grantee's successors or assigns
or assigns, or their respective assigns any other, all actual damages to crops, trees and other things caused by the construction of said
line and thereafter to pay all actual damages to crops, timber and other things done by them to such; and any damage to such
land of the Grantor caused by reason of the operation, repair or removal of said line.

TO HAVE AND TO HOLD the said easement unto the said Grantee, its successors and assigns, as long as the same shall be
needed for the purposes of and desired by said Grantee, its successors and assigns. And, by the assignment herein, said Grantee con-
veys and agrees with the Grantee that the pipeline shall be buried a sufficient depth so as not to interfere with the cultivation of
the land on said right of way, as far as said right of way may be estimated without interfering with or restricting the rights hereby
granted. If Grantee or assigns shall construct an industry on the easement herein granted, they
shall have the right to lower said line, as not to interfere with the building of such industry.

It is understood and agreed that the person securing the right of way for said easement has no authority to make any agree-
ment, covenant, or promise, in their behalf not herein specifically shown; and this instrument is delivered and accepted upon the de-
clared understanding that the consideration hereinabove stated is the sole consideration and inducement for the operation herein.
If said easement is abandoned for a period of as much as three (3) years, the title to same shall
revert to the Grantors free from any claim of the Grantee.

WITNESS my hand and the seal of said County, this 14th day of August, 1951.

William F. Andrews

Harriett Louise Andrews

Hazel E. Andrews

Harriett Louise Andrews

Hazel E. Andrews

EASEMENT
W.T. ANDREWS TO GULF OIL CORP.
20' WIDE R.O.W., 8/20/51, 2323/119 D.R.
TRACT NO. 14 ON DWG. NO. C-ALL-5406-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of
the original record, now in my lawful custody and possession,
filed on the date stamped thereon and recorded in the Record,
Volume and Page as stamped thereon, I hereby certify on

FEB 24 1973

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Billie M. Turrentine
Deputy

Deed RECORDED
Vol. 2323 Page 119

015755

STATE OF New York
COUNTY OF Orange
William T. Andrews, Harriett Louise Andrews and
Israel S. Andrews, all single persons
BEFORE ME, the undersigned authority, on this day personally appeared
known to me to be the persons whose name is subscribed to
the foregoing instrument, and acknowledged to me that they were executing the same for the purposes and consideration therein expressed.
GIVEN under my hand and seal of office, this the 14 day of August, A. D. 1951
Henry L. Haute
NOTARY PUBLIC for Orange
COUNTY, Orange, New York

STATE OF TEXAS
COUNTY OF HARRIS
BEFORE ME, the undersigned authority, on this day personally

EASEMENT
W.T. ANDREWS TO GULF OIL CORP.
20' WIDE R.O.W., 8/20/51, 2323/119 D.R.
TRACT NO. ⑭ ON DWG. NO. C-ALL-5406-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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the original record, now in my lawful custody and possession,
filed on the date stamped thereon and recorded in the Record,
Volume and Page as stamped thereon, I hereby certify on

FEB 27 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Billie M. Jettiski
Deputy

Deed RECORDED
Vol. 2323 Page 120

015756

T-200
THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

3691-615

THAT, Texas and New Orleans Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Texas, domiciled in Houston, Harris County, Texas, hereinafter called "Grantor", for and in consideration of the sum of Twenty-five and 00/100 dollars (\$25.00), and other valuable considerations, to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto Harris County Houston Ship Channel Navigation District, its successors and assigns, an easement and right of way for the construction, installation, operation, maintenance, repair, reconstruction and removal of railroad tracks and appurtenances thereto over, upon, along, through and across those certain pieces, parcels or tracts of land, hereinafter particularly described, and being a part of the following parcels of land: (a) a 31.058 acre tract of land in the Arthur McCormick Survey, Abstract No. 40, in Harris County, Texas, described in a deed dated April 28, 1952, from J. Waldine Hine to Houston Lighting & Power Company, and recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas; (b) a 3.541 acre tract of land in said McCormick Survey, described in deed dated March 10, 1952, from Belle A. Crapo, et al, to the Houston Lighting & Power Company, recorded in Volume 2419, Page 52-, of said Deed Records; (c) a 22-foot wide easement in said McCormick Survey (located north of and adjacent to said 3.541 acre tract), granted to the Houston Lighting & Power Company October 9, 1925, by J. D. Hine, et al, and recorded in Volume 572, Page 511, of the Deed Records of said County; and (d) a certain 14.150 acre tract conveyed to Houston Lighting & Power Company by deed recorded in Volume 26-3, Page 145, of the Deed Records of Harris County, Texas. Said pieces, parcels or tracts of land over, upon, along, through and across which said easement is granted are particularly described as follows:

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.TRACT NO. 15 (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

015757

3691-616

TRACT NO. 1

BEGINNING at an iron pipe set in the north line of a certain 22 foot easement granted to the Houston Lighting & Power Company by J. W. Hine, et al, by easement dated October 9, 1925, and recorded in Volume 574, Page 511, of the Deed Records of Harris County, Texas, and being also the northwest corner of said Grantor's 31.058 acre tract;

THENCE South 20° 55' 50" West 23.97 feet to a 3/4" iron rod set in the south line of said easement and being the Northeast corner of a certain 3.54 acre tract of land out of the Arthur McCormick Survey, Harris County, Texas, deeded to the Houston Lighting & Power Company by Belle A. Crapo, et al, and recorded in Volume 2419, Page 524, of the Deed Records of Harris County, Texas;

THENCE with South line of said 22 foot easement and North line of said 3.54 acre tract, South 87° 32' 40" West 82.6 feet to a point for corner;

THENCE following a curve to the left in a Northwesterly direction, whose radius is 421.9 feet, 136.6 feet to a point in the North line of the aforementioned 22 foot easement;

THENCE with North line of said easement North 87° 32' 40" East 226.12 feet to the place of BEGINNING.

TRACT NO. 2

BEGINNING at a 3/4" iron rod set at the Northeast corner of a certain 3.54 acre tract of land out of the Arthur McCormick Survey, Harris County, Texas, deeded to the Houston Lighting & Power Company by Belle A. Crapo, et al, and recorded in Volume 2419, Page 524, of the Deed Records of Harris County, Texas;

THENCE with East line of said 3.54 acre tract South 20° 55' 50" West 29.36 feet to a point for corner;

THENCE North 71° 14' 10" West 58.09 feet to a point for curve;

THENCE following a curve to the left in a Northwesterly direction whose radius is 421.9 feet, 18.09 feet to a point in the North line of the aforementioned 3.54 acre tract of land;

THENCE with North line of said tract North 87° 32' 40" East 82.6 feet to the place of BEGINNING.

TRACT NO. 3

BEGINNING at a 3/4" iron rod set for the Northwest corner of the Houston Lighting & Power Company's 31.058 acre tract as recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas, said point also being the Northeast corner of a certain 22 foot easement granted to the Houston Lighting & Power Company by J. W. Hine, et al, and recorded in Volume 572, Page 511, of said Deed Records;

-2-

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. ⑮ (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

015758

3691-617

THENCE with North line of said 31.058 acre tract
North 87° 32' 40" East 131.8 feet to a point for corner;

THENCE South 53° 17' 20" East 210.28 feet to a point
for corner;

THENCE South 57° 09' 10" East 40.6 feet to a point for
curve;

THENCE following a curve to the left in a Southeasterly
direction, whose radius is 490.67 feet, 301.81 feet to a point
in the South line of the aforementioned 31.058 acre tract, said
point also being in the North line of a certain 149.85 acre
tract conveyed to M. L. Muse, Trustee, and recorded in Volume
2717, Page 513, of said Deed Records;

THENCE with South line of said 31.058 acre tract and
North line of said M. L. Muse Tract, South 87° 32' 40" West
249.37 feet to a point for corner;

THENCE following a curve to the right in a Northwesterly
direction, whose radius is 550.67 feet, 85.83 feet to a point
of tangent;

THENCE North 57° 09' 10" West 49.4 feet to a point of
curve;

THENCE following a curve to the left in a Northwesterly
direction, whose radius is 637.28 feet, 156.48 feet to a point
of tangent;

THENCE North 71° 14' 10" West 142.56 feet to a point in
the West line of the aforementioned 31.058 acre tract;

THENCE with said West line North 20° 55' 50" East 53.33
feet to the place of BEGINNING.

TRACT NO. 4

BEGINNING at a point in the West line of a certain 31.058
acre tract as recorded in Volume 2440, Page 455, of the Deed
Records of Harris County, Texas, said point being 128.38 feet
South 20° 55' 50" West from the Northwest corner of said 31.058
acre tract;

THENCE North 87° 32' 40" East 132.6 feet to a point for
curve;

THENCE following a curve to the right in an Easterly di-
rection, whose radius is 452.18 feet, 85.15 feet to a point in
the Southwest line of the previously described Tract No.3;

THENCE with said line following a curve to the right in a
Southeasterly direction, whose radius is 637.28 feet, 83.79 feet
to a point for corner;

THENCE following a curve to the left in a Westerly direction,
whose radius is 431.18 feet, 160.0 feet to a point of tangent;

THENCE South 87° 32' 40" West 141.68 feet to a point in
the West line of the aforementioned 31.058 acre tract;

-3-

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

015759

THENCE with said West line North 22°55'15" East
22.88 feet to the place of BEGINNING.

TRACT NO. 5

BEGINNING with a point in the West line of a certain
14.156 acre tract of the Houston Lighting & Power Company,
as recorded in Volume 2043, Page 145, of the Deed Records
of Harris County, Texas, said point also being in the East
line of that certain tract or parcel of land conveyed to
R. E. Smith and recorded in Volume 3067, Page 323, of said
Deed Records, said point being South 3°29'10" East 257.7 feet
from the northeast corner of said R. E. Smith tract and the
Northwest corner of said Houston Lighting & Power Company's
tract;

Thence following a curve to the right in a Southeasterly
direction whose radius is 499.28 feet, 68.4 feet to a point in
the west right of way line of the Texas & New Orleans Railroad's
Sam Bertron spur;

THENCE with said railroad right of way line following a
curve to the left in a Southwesterly direction whose radius is
533.69 feet, 154.6 feet to a point in the west line of said
Houston Lighting & Power Company tract and East line of said
R. E. Smith tract;

THENCE following said common line North 3°29'10" West
226.5 feet to the place of BEGINNING.

Together with all improvements situated upon said Tracts 1, 2,
3, 4, and 5.

The easement and right of way herein granted over, upon and
along the tracts of land above described is subject to the reservations,
covenants, conditions and stipulations recited in that certain deed
dated February 5th, 1957, from Houston Lighting & Power Company to Texas
and New Orleans Railroad Company to which reference is made herein for
all purposes.

IN WITNESS WHEREOF, this instrument has been executed this 30
day of JANUARY, 1958.

ATTEST:

TEXAS AND NEW ORLEANS RAILROAD COMPANY,

BY B. S. SIMS
Executive Vice President

THE STATE OF TEXAS)

COUNTY OF HARRIS)

a Notary Public, within and for Harris County, Texas, on this day per-
sonally appeared B. S. SIMS Executive Vice President of the Texas
and New Orleans Railroad Company, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed,
and in the capacity therein stated, and as the act and deed of the Texas
and New Orleans Railroad Company.

Given under my hand and seal of office this 30 day of JANUARY,
A.D. 1958.

[Signature]
Notary Public, Harris County, Texas

Filed for record May 1, 1959, at 10:40 o'clock a M.

Recorded May 2, 1959, at 9:31 o'clock a M.

R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.

By [Signature] Deputy.

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. 15 (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

015760

855

47-150 44753 -T • • LS E PU 30

Texas and New Orleans Railroad Company
Board of Directors
January 14, 1958.

27691-611

15

The Chairman recommended that the Executive Vice President or the Vice President be authorized to execute an instrument reciting a consideration of Twenty Five and No/100 Dollars (\$25.00) and other valuable considerations, and granting to Harris County Houston Channel Navigation District, its successors and assigns, an easement and right of way for the construction, installation, operation, maintenance, repair, reconstruction and removal of railroad tracks and appurtenances thereto over, upon, along, through and across those certain pieces, parcels or tracts of land, hereinafter particularly described and being a part of the following parcels of land:

(a) a 31.058 acre tract of land in the Arthur McCormick Survey, Abstract No. 46, in Harris County, Texas, described in a deed dated April 28, 1952, from J. Waldine Hine to Houston Lighting & Power Company, and recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas; (b) a 3.541 acre tract of land in said McCormick Survey, described in deed dated March 10, 1952, from Belle A. Crapo, et al, to the Houston Lighting & Power Company, recorded in Volume 2419, Page 524, of said Deed Records; (c) a 22-foot wide easement in said McCormick Survey (located north of and adjacent to said 3.541 acre tract), granted to the Houston Lighting & Power Company October 9, 1925, by J. B. Hine, et al, and recorded in Volume 572, Page 511, of the Deed Records of said County; and (d) a certain 14.156 acre tract conveyed to Houston Lighting & Power Company by deed recorded in Volume 2643, Page 145, of the Deed Records of Harris County, Texas. Said pieces, parcels or tracts of land over, upon, along, through and across which said easement is granted are particularly described as follows:

TRACT No. 1

BEGINNING at an iron pipe set in the north line of a certain 22 foot easement granted to the Houston Lighting & Power Company by J. W. Hine, et al, by easement dated October 9, 1925, and recorded in Volume 574, Page 511, of the Deed Records of Harris County, Texas, and being also the northwest corner of said Grantor's 31.058 acre tract;

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. 15 (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

JUL 21 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy



Deed RECORDS
3691 611

015761

3691-612

THENCE south 20° 55' 50" West 23.97 feet to a 3/4" iron rod set in the south line of said easement and being the Northeast corner of a certain 3.54 acre tract of land out of the Arthur McCormick Survey, Harris County, Texas, deeded to the Houston Lighting & Power Company by Belle A. Crapo, et al, and recorded in Volume 2419, Page 524, of the Deed Records of Harris County, Texas;

THENCE with South line of said 22 foot easement and North line of said 3.54 acre tract, South 87° 32' 40" West 82.6 feet to a point for corner;

THENCE following a curve to the left in a Northwesterly direction, whose radius is 421.9 feet, 136.8 feet to a point in the North line of the aforementioned 22 foot easement;

THENCE with North line of said easement North 87° 32' 40" East 226.12 feet to the place of BEGINNING.

TRACT No. 2.

BEGINNING at a 3/4" iron rod set at the Northeast corner of a certain 3.54 acre tract of land out of the Arthur McCormick Survey, Harris County, Texas, deeded to the Houston Lighting & Power Company by Belle A. Crapo, et al, and recorded in Volume 2419, Page 524, of the Deed Records of Harris County, Texas;

THENCE with East line of said 3.54 acre tract South 20° 55' 50" West 29.3 feet to a point for corner;

THENCE North 71° 14' 10" West 58.09 feet to a point for curve;

THENCE following a curve to the left in a Northwesterly direction whose radius is 421.9 feet, 18.09 feet to a point in the North line of the aforementioned 3.54 acre tract of land;

THENCE with North line of said tract North 87° 32' 40" East 82.6 feet to the place of BEGINNING.

TRACT No. 3.

BEGINNING at a 3/4" iron rod set for the Northwest corner of the Houston Lighting & Power Company's 31.053 acre tract as recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas, said point also being the Northeast corner of a certain 22 foot easement granted to the Houston Lighting & Power Company by J. W. Hine, et al, and recorded in Volume 572, Page 511, of said Deed Records;

THENCE with North line of said 31.058 acre tract North 87° 32' 40" East 131.8 feet to a point for corner;

THENCE South 53° 17' 20" East 210.28 feet to a point for corner;

THENCE South 57° 09' 10" East 40.6 feet to a point for curve;

THENCE following a curve to the left in a Southeasterly direction, whose radius is 490.67 feet, 301.81 feet to a point in the South line of the aforementioned 31.058 acre tract, said point also being in the North line of a certain 149.86 acre tract conveyed to M. L. Muse, Trustee, and recorded in Volume 2717, Page 513, of said Deed Records;

THENCE with South line of said 31.058 acre tract and North line of said M. L. Muse Tract, South 87° 32' 40" West 249.37 feet to a point for corner;

THENCE following a curve to the right in a Northwesterly direction, whose radius is 550.67 feet, 85.83 feet to a point of tangent;

THENCE North 57° 09' 10" West 49.4 feet to a point of curve;

THENCE following a curve to the left in a Northwesterly direction, whose radius is 637.28 feet, 156.48 feet to a point of tangent;

THENCE North 71° 14' 10" West 142.56 feet to a point in the West line of the aforementioned 31.058 acre tract;

THENCE with said West line North 20° 55' 50" East 53.33 feet to the place of BEGINNING.

-2-

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

James M. [Signature]
Deputy



015762

Lead

TRACT NO. 4

3671-613

BEGINNING at a point in the West line of a certain 31.058 acre tract as recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas, said point being 128.38 feet South 20° 55' 50" West from the Northwest corner of said 31.058 acre tract;

THENCE North 87° 32' 40" East 132.6 feet to a point for curve;

THENCE following a curve to the right in an Easterly direction, whose radius is 452.18 feet, 85.15 feet to a point in the Southwest line of the previously described Tract No. 3;

THENCE with said line following a curve to the right in a Southeasterly direction, whose radius is 637.20 feet to a point for corner;

THENCE following a curve to the left in a Westerly direction, whose radius is 431.18 feet, 160.0 feet to a point of tangent;

THENCE South 87° 32' 40" West 141.68 feet to a point in the West line of the aforementioned 31.058 acre tract;

THENCE with said West line North 22° 55' 50" East 22.88 feet to the place of BEGINNING.

TRACT NO. 5

BEGINNING with a point in the West line of a certain 14.156 acre tract of the Houston Lighting & Power Company, as recorded in Volume 2643, Page 145, of the Deed Records of Harris County, Texas, said point also being in the East line of that certain tract or parcel of land conveyed to R. E. Smith and recorded in Volume 3087, Page 323, of said Deed Records, said point being South 3° 29' 10" East 257.7 feet from the northeast corner of said R. E. Smith tract and the Northwest corner of said Houston Lighting & Power Company's tract;

THENCE following a curve to the right in a Southeasterly direction whose radius is 499.28 feet, 68.4 feet to a point in the west right of way line of the Texas & New Orleans Railroad's Sam Bertron spur;

THENCE with said railroad right of way line following a curve to the left in a Southwesterly direction whose radius is 593.69 feet, 164.6 feet to a point in the west line of said Houston Lighting & Power Company tract and East line of said R. E. Smith tract;

THENCE following said common line North 3° 29' 10" West 226.5 feet to the place of BEGINNING.

Together with all improvements situated upon said Tracts 1, 2, 3, 4, and 5.

The easement and right of way herein granted over, upon and along the tracts of land above described is subject to the reservations, covenants, conditions and stipulations recited in that certain deed dated February 5th, 1957, from Houston Lighting & Power Company to Texas and New Orleans Railroad Company.

- 3 -

EASEMENT
T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

Deed RECORDED
3691 613

015763

9591-614

After full discussion, on motion duly made, seconded and
unanimously adopted, it was

RESOLVED, that Chairman's recommendations be and
they are hereby approved.

I, J. L. Stone, hereby certify that I am Secretary of the
Texas and New Orleans Railroad Company; that annual meeting of
the Board of Directors of said Company was held at Houston,
Texas on January 14th, 1958; that said meeting was duly called
and held pursuant to all legal requirements, and that a sufficient
number of directors was present to constitute a quorum; that
said meeting was duly held in all respects, as provided for under
the By-Laws of the Company, and that the foregoing is a true and
complete copy of resolution unanimously adopted at said meeting.

Dated at Houston, Texas, this 14th day of January, 1958.

J. L. Stone
Secretary

Filed for record May 1, 1959, at 10:40 o'clock a M.

Recorded May 2, 1959, at 9:30 o'clock a M.

R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.

By Marianne Kendrick Deputy.

EASEMENT
T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of
the original record, now in my lawful custody and possession,
filed on the date stamped thereon and recorded in the Record,
Volume and Page as stamped thereon. I hereby certify on



JUL 21 1972

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Deed 3691-614

015764

P-525

RELEASE

3691-604

THIS INDENTURE, made this 20th day of March, 1958, by and between CHEMICAL CORN EXCHANGE BANK, a corporation existing under the laws of the State of New York (hereinafter sometimes called the Trustee), and TEXAS AND NEW ORLEANS RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Texas (hereinafter sometimes called the Railroad Company);

WHEREAS, the Railroad Company has heretofore executed, acknowledged and delivered to the Chemical Bank & Trust Company (now Chemical Corn Exchange Bank), Trustee, its First and Refunding Mortgage, dated as of January 1, 1938, mortgaging its railroads, premises, properties, real and personal, rights, franchises, estates and appurtenances of which the easement and right of way hereinafter described is a part, to secure the payment of the principal of and interest on the First and Refunding Bonds to be issued from time to time thereunder in accordance with the provisions thereof and the Railroad Company has also executed and delivered to the Trustee its First Supplemental Indenture dated as of April 1st, 1946, to said First and Refunding Mortgage; and

WHEREAS, Section 2 of Article Eleven of said First and Refunding Mortgage provides, among other things, that the Railroad Company, subject to the conditions and limitations in said Article Eleven prescribed, may sell, and the Trustee, upon the delivery to it of the resolution, opinion and certificates, as in Section 11 of said Article Eleven provided, shall release from the lien and operation of said First and Refunding Mortgage any real or personal property and any rights or interests in property, the sale and/or release of which are not otherwise in said Article Eleven specifically provided for,

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy

EASEMENT
T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

2000 RECORDED
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which it shall no longer be necessary or expedient to retain for the operation, maintenance or use of the lines of railroad then subject to said First and Refunding Mortgage, or for use in the business of the Railroad Company; and

WHEREAS, the Railroad Company has notified the Trustee that pursuant to its contract with Phillips Petroleum Company, a Delaware Corporation, it is to convey to Harris County Houston Ship Channel Navigation District, the property hereinafter described, and has requested the Trustee to release said property from the lien of said First and Refunding Mortgage, pursuant to Section 2 of Article Eleven thereof, and has furnished the Trustee with the papers required by Sections 2 and 11, of Article Eleven thereof to support the release of said property, and has duly complied with all applicable provisions of said Article Eleven;

NOW, THEREFORE, Chemical Corn Exchange Bank, as Trustee, as aforesaid, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Railroad Company, all of its right, title and interest, as said Trustee, in and to that certain property situated, lying and being in the Arthur McCormick Survey, Abstract No. 46, in Harris County, Texas, and described as follows in the instrument of conveyance being executed and delivered by the Railroad Company pursuant to its contract to sell referred to above, to-wit:

An easement and right of way for the construction, installation, operation, maintenance, repair, reconstruction and removal of railroad tracks and appurtenances thereto over, upon, along, through and across those certain pieces, parcels or tracts of land, hereinafter particularly described, and being a part of the following parcels of land: (a) a 31.058

2. EASEMENT
T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK,
HARRIS COUNTY, TEXAS

By

Deputy

Seal

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015766

2691-606

acre tract of land in the Arthur McCormick Survey, Abstract No. 46, in Harris County, Texas, described in a deed dated April 28, 1952 from J. Waldine Hine to Houston Lighting & Power Company, and recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas; (b) a 3.541 acre tract of land in said McCormick Survey, described in deed dated March 10, 1925 from Belle A. Crapo, et al, to the Houston Lighting & Power Company, recorded in Volume 2419, Page 524, of said Deed Records; (c) a 22-foot wide easement in said McCormick Survey (located north of and adjacent to said 3.541 acre tract), granted to the Houston Lighting & Power Company October 9, 1925 by J. B. Hine, et al, and recorded in Volume 572, Page 511, of the Deed Records of said County; and (d) a certain 14.156 acre tract conveyed to Houston Lighting & Power Company by deed recorded in Volume 2643, Page 145, of the Deed Records of Harris County, Texas. Said pieces, parcels or tracts of land over, upon, along, through and across which said easement is granted are particularly described as follows:

TRACT NO. 1

BEGINNING at an iron pipe set in the north line of a certain 22 foot easement granted to the Houston Lighting & Power Company by J. W. Hine, et al, by easement dated October 9, 1925, and recorded in Volume 574, Page 511, of the Deed Records of Harris County, Texas, and being also the northwest corner of said Grantor's 31.058 acre tract;

THENCE South 20° 55' 50" West 23.97 feet to a 3/4" iron rod set in the south line of said easement and being the Northeast corner of a certain 3.54 acre tract of land out of the Arthur McCormick Survey, Harris County, Texas, deeded to the Houston Lighting & Power Company by Belle A. Crapo, et al, and recorded in Volume 2419, Page 524, of the Deed Records of Harris County, Texas;

THENCE with South line of said 22 foot easement and North line of said 3.54 acre tract, South 87° 32' 40" West 82.6 feet to a point for corner;

THENCE following a curve to the left in a Northwesterly direction, whose radius is 421.9 feet, 135.8 feet to a point in the North line of the aforementioned 22 foot easement;

THENCE with North line of said easement North 87° 32' 40" East 226.12 feet to the place of BEGINNING.

EASEMENT

3. T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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TRACT NO. 15 (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By

Deputy

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TRACT NO. 2

BEGINNING at a 3/4" iron rod set at the Northeast corner of a certain 3.54 acre tract of land out of the Arthur McCormick Survey, Harris County, Texas, deeded to the Houston Lighting & Power Company by Belle A. Crapo, et al, and recorded in Volume 2419, Page 524, of the Deed Records of Harris County, Texas;

THENCE with East line of said 3.54 acre tract South 20° 55' 50" West 29.36 feet to a point for

THENCE North 71° 14' 10" West 58.09 feet to a point for curve;

THENCE following a curve to the left in a North-westerly direction whose radius is 421.9 feet, 18.09 feet to a point in the North line of the aforementioned 3.54 acre tract of land;

THENCE with North line of said tract North 87° 32' 40" East 82.6 feet to the place of BEGINNING.

TRACT NO. 3

BEGINNING at a 3/4" iron rod set for the Northwest corner of the Houston Lighting & Power Company's 31.058 acre tract as recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas, said point also being the northeast corner of a certain 22 foot easement granted to the Houston Lighting & Power Company by J. W. Hine, et al, and recorded in Volume 572, Page 511, of said Deed Records;

THENCE with North line of said 31.058 acre tract North 87° 32' 40" East 131.8 feet to a point for corner;

THENCE South 53° 17' 20" East 210.28 feet to a point for corner;

THENCE South 57° 09' 10" East 40.6 feet to a point for curve;

THENCE following a curve to the left in a South-easterly direction, whose radius is 490.67 feet, 301.81 feet to a point in the South line of the aforementioned 31.058 acre tract, said point also being in the North line of a certain 149.86 acre tract conveyed to M. L. Muse, Trustee, and recorded in Volume 2717, Page 513, of said Deed Records;

THENCE with South line of said 31.058 acre tract and North line of said M. L. Muse Tract, South 87° 32' 40" West 249.37 feet to a point for corner;

THENCE following a curve to the right in a North-westerly direction, whose radius is 550.67 feet, 85.83 feet to a point of tangent;

THENCE North 57° 09' 10" West 49.4 feet to a point of curve;

THENCE following a curve to the left in a North-westerly direction, whose radius is 637.23 feet, 156.48 feet to a point of tangent;

THENCE North 71° 14' 10" West 142.56 feet to a point in the West line of the aforementioned 31.058 acre tract;

THENCE with said West line North 20° 55' 50" East 53.33 feet to the place of BEGINNING.

4.

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUN 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By R. E. Turrentine, Jr.
Deputy

Sealed
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TRACT NO. 4

BEGINNING at a point in the West line of a certain 31.058 acre tract as recorded in Volume 2440, Page 455, of the Deed Records of Harris County, Texas, said point being 128.33 feet South 20° 55' 50" West from the Northwest corner of said 31.058 acre tract;

THENCE North 87° 32' 40" East 132.6 feet to a point for curve;

THENCE following a curve to the right in an Easterly direction, whose radius is 452.18 feet, 85.15 feet to a point in the Southwest line of the previously described Tract No. 3;

THENCE with said line following a curve to the right in a Southeasterly direction, whose radius is 637.28 feet, 83.79 feet to a point for corner;

THENCE following a curve to the left in a Westerly direction, whose radius is 431.18 feet, 160.0 feet to a point of tangent;

THENCE South 87° 32' 40" West 141.68 feet to a point in the West line of the aforementioned 31.058 acre tract;

THENCE with said West line North 22° 55' 50" East 22.88 feet to the place of BEGINNING.

TRACT NO. 5

BEGINNING with a point in the West line of a certain 14.156 acre tract of the Houston Lighting & Power Company, as recorded in Volume 2843, Page 145, of the Deed Records of Harris County, Texas, said point also being in the East line of that certain tract or parcel of land conveyed to R. E. Smith and recorded in Volume 3087, Page 323, of said Deed Records, said point being South 3° 29' 10" East 257.7 feet from the northeast corner of said R. E. Smith tract and the northwest corner of said Houston Lighting & Power Company's tract;

THENCE following a curve to the right in a Southeasterly direction whose radius is 499.28 feet, 66.4 feet to a point in the west right of way line of the Texas and New Orleans Railroad's San Bertron Spur;

THENCE with said railroad right of way line following a curve to the left in a southwesterly direction whose radius is 593.69 feet, 164.6 feet to a point in the west line of said Houston Lighting & Power Company tract and east line of said R. E. Smith tract;

THENCE following said common line North 3° 29' 10" West 226.5 feet to the place of BEGINNING.

Together with all improvements situated on said Tracts 1, 2, 3, 4 and 5;

and all of the right, title and interest of said Trustee in and to the same to the end that the same may be discharged from the lien of said First and Refunding Mortgage;

TO HAVE AND TO HOLD, the property hereby released and conveyed to the Railroad Company, its successors and assigns, to its and their own proper use, benefit and behoof forever, free and clear and discharged of and from all lien and claim under and by virtue of the aforesaid First and

5.

EASEMENT

T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

[Signature] RECORDS
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3691-609

Refunding Mortgage as supplemented by said First Supplemental Indenture thereto.

This release is made, executed and delivered without any representation, covenant or warranty whatsoever, expressed or implied, on the part of the Trustee and without recourse to it in any event.

IN WITNESS WHEREOF, Chemical Corn Exchange Bank, as Trustee, as aforesaid, has caused these presents to be executed by its officers thereunto duly authorized, under its corporate seal, the day and year first above written.



CHEMICAL CORN EXCHANGE BANK
as Trustee as aforesaid

By [Signature]
TRUST OFFICER

ATTEST:

[Signature]
Asst. Secretary

This is page 6, of a release dated March 20th, 1958, releasing from the lien of the Texas and New Orleans Railroad Company First and Refunding Mortgage, certain easement and right of way, together with all improvements thereon, in the Arthur McCormick Survey, Abstract No. 46, Harris County, Texas.

STATE OF NEW YORK }
COUNTY OF NEW YORK }

On this 20th day of MARCH, 1958, before me JAMES M. DOYLE, a Notary Public, in and for the said State and County aforesaid, personally appeared R. J. LIGHTHALL, to me personally known, and known to me to be TRUST OFFICER of Chemical Corn

EASEMENT
6. T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. 15 (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

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JUL 21 1972



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy

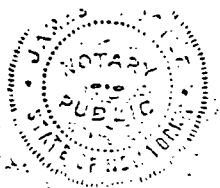
[Signature]
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Exchange Bank, and known to me to be the person whose name is subscribed to the foregoing instrument of writing; and said R. J. LIGHTHALL, being by me duly sworn, did say that he is TRUST OFFICER of Chemical Corn Exchange Bank, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. J. LIGHTHALL acknowledged said instrument to be the free act and deed of said corporation, and acknowledged to me that he executed the same in his official capacity as the act and deed of said Chemical Corn Exchange Bank for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 20TH day of MARCH, 1958.



James M. Doyle

JAMES M. DOYLE
Notary Public, State of New York
No. 21-1215375
Qualified in New York County
Commission Expires March 30, 1959

Filed for record May 1, 1959, at 10:40 o'clock a M.
Recorded May 2, 1959, at 9:22 o'clock a M.
R. E. TURRENTINE, JR., Clerk County Court, Harris County, Texas.
By Maurice R. Smith Deputy.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Maurice R. Smith
Deputy

EASEMENT
T. & N.O. RR TO NAVIGATION DISTRICT
5/2/54 3691/611, 3691/615 D.R.

TRACT NO. (15) (4 TRACTS) ON DWG.
NO. C-ALL-5407-E

JUL 21 1972

Sealed
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HEAD & KENDRICK
ATTORNEYS AT LAW
WILSON TOWER
CORPUS CHRISTI, TEXAS
78401

HAYDEN W. HEAD
MICHAEL KENDRICK, JR.

October 19, 1972

AC 512 883-8465

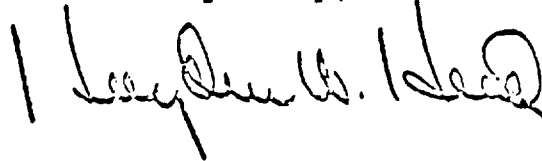
Jon R. Burney, Esq.
Counsel
Diamond Shamrock Chemical Company
300 Union Commerce Building
Cleveland, Ohio 44115

Dear Mr. Burney:

As requested by your letter of September 21, 1972, enclosed are two completely executed copies of the ethylene pipe line easement dated September 19, 1972, from Celanese Corporation to Diamond Shamrock Corporation.

We will appreciate receiving your company's check in the amount of \$1,991.90 payable to Celanese Corporation as well as the recordation data after the enclosed instrument has been recorded.

Yours very truly,



HWH:gh
encls.

cc: Mr. L. E. Emge, w/encl.

015772

EASEMENT
CELANESE TO DIAMOND SHAMROCK CORP.
40' R.O.W. EXECUTED 9/19/72 (NOT RECORDED)
TRACT NO. 16 ON DWG. NO. C-ALL-5406-E

16

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

That Celanese Corporation, a corporation, hereinafter called "grantor", for and in consideration of the sum of One Dollar (\$1) and the conditions, covenants and agreements hereinafter provided to be kept and performed by Diamond Shamrock Corporation, a corporation, hereinafter called "grantee", hereby grants and conveys unto said grantee the right to lay, operate, maintain, repair and remove a pipe line two inches (2") in diameter for the transportation of ethylene along the center line of the following described route over and across land out of the Arthur McCormick Survey, Abstract No. 46, Harris County, Texas, being 118.63 acres and 96.86 acres and being described as Tract No. 1 and Tract No. 2 in a deed dated April 5, 1956, from Phillips Petroleum Company to Celanese Corporation of America, recorded in Volume 3133, page 361 of the Deed Records of Harris County, Texas, to-wit:

TRACT NO. 1

Beginning at a point in the north line of said Tract No. 2 of 96.86 acres, said point is North 87° 33' East 68.78 feet from its northwest corner, said point is North 87° 33' East 8.78 feet from the East right-of-way line of State Highway No. 134;

Thence South 2° 30' East 33 feet to end of line.

Tract No. 2

Beginning at a point in the south line of said Tract No. 1 of 118.63 acres, said point is North 87° 33' East 68.76 feet from its southwest corner, said point is also North 87° 33' East 8.76 feet from a 1-1/2 inch iron pipe in the East right-of-way line of State Highway No. 134 set for the northwest corner of a 3.541 acre tract described in a deed dated March 10, 1952, from Belle A. Crapo, et al to Houston Lighting and Power Company, recorded in Volume 2419, page 524 of the Deed Records of Harris County, Texas;

Thence North 2° 30' West 22 feet to a point on the South line of a tract of land 14 feet wide conveyed by ~~Celanese Corporation of America~~ Harris County Houston Ship Channel Navigation District by deed recorded in Volume 7452, page 203 of the Deed Records of Harris County, Texas, said point is North 87° 33' East 8.4 feet from its southwest corner and the East right-of-way line of State Highway No. 134.

to Humble
Pipeline
Company

Tract No. 3

Beginning at a point in the North line of a 2.452 acre tract conveyed by the Celanese Corporation of America to Humble Pipe Line Company by deed recorded in Volume 7452 and page 203 of the Deed Records of Harris County, Texas, said point being North 87° 33' East 8.64 feet from an iron rod with cap set in the East right-of-way line of State Highway No. 134 for the Northwest corner of the said 2.452 acre tract;

015773

Thence North 2° 28' West 1836.9 feet to a point in the north line of said Tract No. 1 of 118.63 acres, said point is in the center line of Miller Cutoff Road, 69 feet North 87° 28' East of the intersection of the center line of Miller Cutoff Road and the center line of State Highway No. 134;

subject, however, to the following conditions, covenants, and agreements which by its acceptance of the easement granted hereby, grantee agrees to keep and perform:

(1) During initial construction grantee shall have the right to use not more than twenty feet (20') on each side of the above described center line and thereafter so much of the land adjacent to said center line, not exceeding twenty feet (20') on each side thereof, as is reasonably necessary for ingress and egress thereto and the operation, maintenance, repair and removal of said pipe line.

(2) In the event said pipe line interferes with the construction, use or maintenance of any building, waste pond or other improvement or structure which may be constructed or placed upon the land of grantor, then and in such event grantee agrees at its own cost and expense to remove such pipe line to another location designated by grantor on its said land. After grantee has removed and relocated such line pursuant to this paragraph (2), grantor agrees to amend this grant insofar, but only insofar, as may be necessary to properly describe the route of such pipe line as relocated.

(3) Grantor reserves the right to grant easements to others for the purpose of laying pipe lines across the line that may be laid by grantee hereunder, and for the purpose of laying pipe lines parallel to and not less than five feet (5') from such line.

(4) Prior to the initial construction and installation of grantee's pipe line, to any major maintenance or repair work thereafter (except emergency repair necessary to protect life or property), to the removal and relocation of said pipe line pursuant to paragraph (2) hereof, or to the final removal thereof upon termination of this easement, grantee will notify grantor in writing describing generally the work to be done and the approximate date such work is to commence. In the performance of any such work the following additional conditions shall apply:

(a) Grantee will bury said pipe line so that at all points along such line the top thereof will be at least thirty inches (30") below the surface of the ground.

(b) At any point where there now or hereafter exists a road, grantee will maintain a road crossing so that traffic on said road will not be interrupted and upon grantor's request to do so will properly encase said pipe line within thirty (30) days so that the same will not be damaged by or cause damage to traffic on said road.

(c) Grantee will fill adequately all excavations, even to the extent of refilling if required after settling of earth has occurred.

(d) Grantee will keep and maintain the area covered by this easement free of brush, excess materials, scrap and the like.

015774

(e) Promptly after such work is completed, grantee will restore the work area to as near as practicable the condition in which it existed prior to the commencement of such work, including, but not limited to, repairing, bracing and taking the slack out of any fences cut by grantee, replacing signs, removing scrap, etc.

(f) Grantee will not permit or cause grantor's roads, whether now existing or hereafter laid, to be obstructed by equipment used in such work and will provide adequate protection at night in the form of signal flares at all open excavations and parked equipment which are near roads or traveled areas. Grantee will keep vehicles used in such work to the minimum required to adequately perform the same.

(g) Grantee will not permit equipment used in such work to traverse any of grantor's roads without permission of grantor first being obtained.

(5) Grantee further agrees that it will mark and accurately define said pipe line by the installation and maintenance of pipe line markers in accordance with a design for such marker furnished by grantee to grantor.

(6) Without regard to negligence or fault, grantee agrees to pay any and all damages of every kind and nature suffered by grantor, its successors and assigns, caused by or arising in whole or in part out of the construction, operation, maintenance, repair, removal, use or existence of said pipe line or out of the enjoyment or exercise of this easement or any right granted hereunder, save and except such damages as may be caused by the willful acts or sole negligence of grantor. Grantee further agrees to reimburse and indemnify grantor for and hold grantor harmless from any and all claims, causes of action, liability, loss, damage or expense of every kind and nature, including, but not limited to, attorney's fees and costs, which may in whole or in part be caused by or arise out of the construction, operation, maintenance, repair, removal, use or existence of said pipe line or out of the enjoyment or exercise of this easement or any right granted herein, save and except such damages as may be caused by the willful acts or sole negligence of grantor. Grantee hereby releases grantor, its successors and assigns, from any and all damages sustained by it arising from grantor's operation of its business.

(7) This easement cannot be assigned, in whole or in part, except to a corporation affiliated with grantee, without the prior consent of grantor first obtained in writing to such assignment, and any such assignment so attempted without such prior consent shall be null, void and of no force and effect. In the event this easement is assigned by grantee, whether to an affiliated company or pursuant to grantor's written consent, the assignee thereof will assume as a condition of such assignment all obligations of grantee under this easement.

TO HAVE AND TO HOLD said easement to said grantor, its successors and assigns, so long as such pipe line is operated and maintained, but upon termination of this easement, whether by failure to continue operation of said pipe line or by virtue of the breach of any condition hereof, grantee agrees that it will promptly remove the same from the premises of grantor, restoring the surface of the earth, and all fences and other improvements thereon to the condition in which the

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same existed prior to the installation of such pipe line. In the event grantee fails to remove the same within ninety (90) days after any such termination of this easement, then such pipe line may be removed by grantor for the account of and at the cost of grantee, and any such expense reasonably so incurred by grantor in the removal thereof shall be paid to grantor promptly by grantee upon invoice and billing therefor.

Any notice to be given hereunder shall be given by mailing the same by United States certified or registered mail, postage prepaid, to the address hereinbelow shown of the party being notified, as follows:

GRANTOR: Celanese Corporation
522 Fifth Avenue
New York, N. Y. 10036

with copy to: Celanese Plastics Company
P. O. Box 1000
Deer Park, Texas 7536

GRANTEE: Diamond Shamrock Corporation
300 Union Commerce Building
Cleveland, Ohio 44115

with copy to: Diamond Shamrock Chemical Company
P. O. Box 888
Deer Park, Texas 77536

or to such other address as the parties may from time to time specify in writing by notice given in the manner provided above. Date of mailing shall constitute date of such notice.

EXECUTED this 19th day of September, 1972, the parties hereto acting by and through the duly authorized officers of each.

CELANESE CORPORATION



By [Signature]
Vice President

GRANTOR

ATTEST:

[Signature]
Assistant Secretary

DIAMOND SHAMROCK CORPORATION

By [Signature]
Group Vice President, Diamond Shamrock
Chemical Company, a unit of Diamond
Shamrock Corporation

GRANTEE

ATTEST:

[Signature]
Assistant Secretary

015776

County of HARRISKNOW ALL MEN BY THESE PRESENTS: That for the sum of TWO hundred SIXTY SIX & 10/100

Dollars

(S. 665.13 and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned, herein called "GRANTOR" (whether one or more) hereby grants, sells, and conveys to Shell Pipe Line Corporation, a Maryland corporation, herein called "GRANTEE," its successors and assigns the following easements:

(1) A right of way for the purposes, from time to time, of laying, constructing, operating, inspecting, maintaining, repairing, renewing, substituting, changing the size of and removing a pipe line for the transportation of oil, petroleum, gas, the products of each of the same, water, other liquids and gases, and mixtures of any of the foregoing, at a location and on a route to be selected by GRANTEE

on, in, over and through the following described land in HARRIS County, Texas to wit:

① 665.13 acres of land out of the A. McCormick Survey, Abstract No. 46, Harris County, Texas.

This right of way shall be restricted in width to 30 feet and shall lay north of and adjacent to the Humble Oil and Refining Company right of way across this land. This deed shall in no sense be construed as a ratification or acknowledgement of any right of the Humble Oil and Refining Company, a right of way of said company being referred to only for description purposes.

(2) The right to erect, install, lay, construct, operate, repair, maintain, inspect, replace, substitute and remove telephone and electric lines and such appurtenances, fixtures, equipment and apparatus as are incident to the use and convenient operation of such telephone and telephone lines at a location to be selected by GRANTEE, in, on, over, and through the above described land; and with the right, now and hereafter, to thin any trees or other obstructions along said lines so as to keep the wires cleared by at least three feet; and

(3) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional lines of pipe at any time on, in, over, and through the above described land parallel to the first line above mentioned, upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line; and provided further that all pipe lines constructed under this grant shall be confined to a strip of ground thirty feet in width; and

(4) The rights of ingress and egress in, on, over, across and through said above described land for any and all purposes necessary and/or convenient to the exercise by GRANTEE of the rights and easements herein granted.

TO HAVE AND TO HOLD The said rights and easements unto the said GRANTEE, its successors and assigns.

GRANTOR reserves the right to use the above described premises except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted. GRANTOR covenants with GRANTEE that it is the owner of the above described lands and has the right, title and capacity to grant the rights of way and easements hereby granted.

GRANTEE, by acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the ordinary cultivation of the land described above and also to pay any damages to growing crops, fences and timber (except timber trimmed along the telephone and telegraph lines) which may immediately and directly result from the exercise of the rights herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted shall be assignable together or separately and in whole or in part.

It is understood and acknowledged that the person securing this grant for GRANTEE is without authority to make any agreement or representation in regard to the subject matter hereof which is not expressed herein, and that no such agreement or representation will be binding upon the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 28th day of November, 1942.

WITNESSES:

W. A. Pickenbaker
W. A. Howard
B. F. Pickenbaker
B. W. Howard
this Attorney in fact

J. B. Hine
Harriet Louise Andrews
Hazel E. Andrews
William T. Andrews
Lusie E. Sparks
Elbert M. Sharp
Leander J. Crapo
Billie A. Crapo

EASEMENT
 J.B. HINE ET AL TO SHELL PIPELINE CORP.

30' R.O.W. 2/15/43 1261/738 D.R.

TRACT NO. ①7 ON DWG. NO. C-ALL-5407-E

015778

STATE OF TEXAS,

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

GIVEN Under my hand and seal of office, this the _____ day of _____, 19____.

Notary Public in and for _____
County, Texas.

STATE OF TEXAS, NEW YORK,

County of _____ Richmond

BEFORE ME, the undersigned authority, on this day personally appeared Claude T. Crapo
and Belle A. Crapo
his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they
executed the same for the purposes and consideration therein expressed; and the said Belle A. Crapo
wife of the said Claude T. Crapo
having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said
Belle A. Crapo, acknowledged the same to be her act and deed,
and declared she had willingly executed the same for the purposes and consideration therein expressed, and that she did not wish to
retract it.

Given under my hand and seal
of office, This the 6 day
of Nov., 1946.

Notary Public in and for Richmond
County, New York.

TEXAS-P.L. AND T.L.

R/W No.

Line

RIGHT OF WAY GRANT
FROM

TO

SHELL PIPE LINE CORPORATION

Address of Grantor

When recorded, return to

SHELL PIPE LINE CORPORATION

Right of Way Dept.

Shell Bldg., Houston, Texas

015779

THE STATE OF NEW YORK
COUNTY OF QUEENS.

Before me, the undersigned authority, on this day personally appeared B.H. Sharp, and wife Susie B. Sharp, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Susie B. Sharp, wife of B.H. Sharp having been examined by me privily and apart from said husband and having the same fully explained to her, she, the said Susie B. Sharp, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 4 day of November, A.D. 1942.

Frank G. Glover
Notary Public, Queens County, New York.

NOTARY PUBLIC
Queens Co. C.L. No. 374 Reg. No. 27
Commission Expires March 30, 1944

City + THE STATE OF CALIFORNIA
COUNTY OF San Francisco

Before me, the undersigned authority, on this day personally appeared Florence A. Rickenbaker, wife of B.F. Rickenbaker, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me, privily and apart from her husband and having the same fully explained to her, she, the said Florence A. Rickenbaker, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the 4 day of November, A.D. 1942.

Adeline W. Dittmore
Notary Public in and for City and County of
San Francisco, California.

My commission expires August 1, 1944

THE STATE OF NEW YORK
COUNTY OF ONONDAGA.

Before me, the undersigned authority, on this day personally appeared J.D. Hine, Harriet Louise Andrews, a feme sole, Samuel D. Andrews, a feme sole, and William T. Andrews, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 4 day of November, A.D. 1942.

Marion E. Laase
Notary Public in and for Onondaga County
New York.

THE STATE OF TEXAS
COUNTY OF HARRIS,

Before me, the undersigned authority, on this day personally appeared W.J. Howard, individually and as attorney in fact for B.F. Rickenbaker, known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Witness my hand and seal of office this the 4 day of November, A.D. 1942.

W.C. [Signature]
Notary Public in and for Harris County,

015780

THE STATE OF TEXAS,
County of Harris.

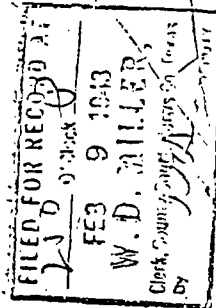
I, W. D. MILLER, Clerk of the County Court of Harris County, Texas, do
hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on
Feb. 9, 1943, at 2:50 o'clock P. M., and duly recorded on
Feb. 15, 1943, at 1:35 o'clock P. M., in Vol. 1261, Page 738 of record of
Deeds for said County.

WITNESS my hand and seal of office, at Houston, the day and date last above written.

W. D. MILLER
Clerk County Court, Harris County, Texas

By Joyce Marshall Deputy.

76X 1-42



PROOF READ

015781

STATE OF TEXAS,

County of HARRIS

KNOW ALL MEN BY THESE PRESENTS: That for the sum of Three hundred fifty dollars

350.00 Dollars

(Three hundred) and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned, herein called "GRANTOR" (whether one or more) hereby grants, sells, and conveys to Shell Pipe Line Corporation, a Maryland corporation, herein called "GRANTEE," its successors and assigns the following easements:

(1) A right of way for the purposes, from time to time, of laying, constructing, operating, inspecting, maintaining, repairing, renewing, substituting, changing the size of and removing a pipe line for the transportation of oil, petroleum, gas, the products of each of the same, water, other liquids and gases, and mixtures of any of the foregoing, at a location and on a route to be selected by GRANTEE on, in, over and through the following described land in HARRIS County, Texas to wit:

441.08 acres, more or less, out of the A. McCormick Survey Abstract 46, Harris County, Texas.

This right of way shall be restricted in width to 30 ft and shall lay north of and adjacent to the Humble Oil and Refining Company right of way across this land. This deed shall in no sense be construed as a ratification or acknowledgement of any right of the Humble Oil and Refining Company, a right of way of said company, being referred to only for depreciation purposes.

(2) The right to erect, install, lay, construct, operate, repair, maintain, inspect, replace, substitute and remove telephone and telegraph lines and such appurtenances, structures, equipment and appurtenances as are incident to the use and convenient operation of such telegraph and telephone lines at a location to be selected by GRANTEE, in, on, over, and through the above described land; and with the right, now and hereafter, to trim any trees or other obstructions along said lines so as to keep the wires clear by at least three feet and;

(3) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional lines of pipe at any time on, in, over, and through the above described land parallel to the first line above mentioned, upon payment of the consideration above recited for each additional line so laid; provided, that each such additional line shall be laid subject to the same rights and conditions as apply to the original line; and provided further that all pipe lines constructed under this grant shall be confined to a strip of ground thirty feet in width; and

(4) The rights of ingress and egress in, on, over, across and through said above described land for any and all purposes necessary and/or convenient to the exercise by GRANTEE of the rights and easements herein granted.

TO HAVE AND TO HOLD The said rights and easements unto the said GRANTEE, its successors and assigns.

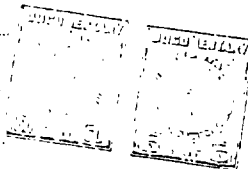
GRANTOR reserves the right to use the above described premises except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted. GRANTOR covenants with GRANTEE that it is the owner of the above described lands and has the right, title and capacity to grant the rights of way and easements hereby granted.

GRANTEE, by acceptance hereof, agrees to bury the pipe lines so that they will not interfere with the ordinary cultivation of the land described above and also to pay any damages to growing crops, fences and timber (except timber trimmed along the telephone and telegraph lines) which may immediately and directly result from the exercise of the rights herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted shall be assignable together or separately and in whole or in part.

It is understood and acknowledged that the person securing this grant for GRANTEE is without authority to make any agreement or representation in regard to the subject matter hereof which is not expressed herein, and that no such agreement or representation will be binding upon the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 5th day of NOVEMBER, 1946.
WITNESSES



J.B. Hine

EASEMENT

J.B. HINE TO SHELL PIPELINE CORP.

30' R.O.W. 2/15/43 1261/737 D.R.

TRACT NO. (18) ON DWG. NO. C-ALL-5407-E

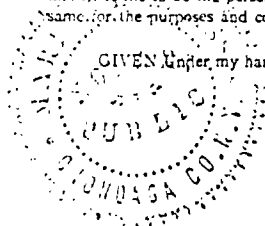
015782

STATE OF TEXAS, NEW YORK.

County of Onondaga.

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Hine known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN Under my hand and seal of office, this the 2nd day of November, 1942.



Marion E. Davis

Notary Public in and for Onondaga County, State of NEW YORK.

STATE OF TEXAS.

THE STATE OF TEXAS.

County of Harris.

I, W. D. MILLER, Clerk of the County Court of Harris County, Texas, do

hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on

Feb. 9, 1943, at 2:50 o'clock P. M., and duly recorded on

Feb. 15, 1943, at 11:05 o'clock A. M., in Vol. 1261, Page 737 of record of

Deeds for said County.

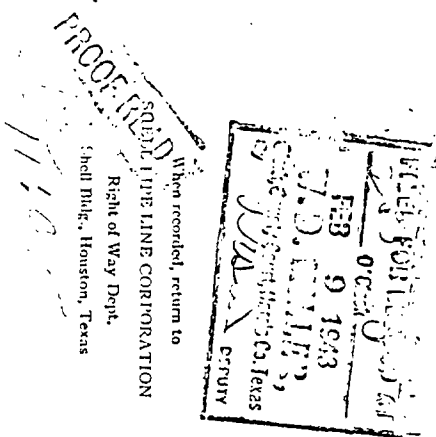
WITNESS my hand and seal of office, at Houston, the day and date last above written.

W. D. MILLER

Clerk County Court, Harris County, Texas

By Joyce Marshall Deputy.

TSM 8-42



Address of Grantor

SHELL PIPE LINE CORPORATION

TO

RIGHT OF WAY GRANT
FROM

Line

R/W No.

TEXAS-F. L. AND F. L.

015783

DAY-800 00:11 P M • 18 2 10

3696 - 691

PIPE LINE EASEMENT

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of \$1.00 and other good and sufficient consideration, receipt of which is hereby acknowledged, Phillips Petroleum Company, a Delaware corporation, and Celanese Corporation of America, a Delaware Corporation, hereinafter called "Grantor", (whether one or more) hereby (subject to the rights, privileges and estates herein reserved and stipulated) grants, sells and conveys to Shell Pipe Line Corporation, a corporation, Atlantic Pipe Line Company, a corporation, The Crown Central Pipe Line & Transportation Corporation, a corporation, American Oil Pipe Line Company, a corporation, and Pure Transportation Company, a corporation, herein called "Grantees", their successors and assigns, the following easements:

A right-of-way for the purpose, from time to time, of laying, constructing, operating, inspecting, maintaining, repairing, renewing, substituting and removing a pipe line or pipe lines for the transportation of oil, petroleum, gas, the products of each of same, other liquids and gases and mixtures of any of the foregoing on, in, over and through the following described strip of land in Harris County, Texas, to-wit:

A 1.04 acre tract of land lying in the Arthur McCormick Survey, A-46, Harris County, Texas, and in the southerly portion of that certain 119.63 acre tract of land conveyed by Phillips Petroleum Company to the Celanese Corporation of America by deed dated April 5, 1956, and recorded in Volume 3133, Page 361, of the Deed Records of Harris County, Texas, said 1.04 acre tract being more particularly described as follows:

BEGINNING at a point in the west line of the Arthur McCormick Survey, A-46, Harris County, Texas, and the center line of State Highway #134, said beginning point being N 02° 29' W 90.6 feet from the northwest corner of a 22 foot easement granted by J. B. Mine et al to Houston Lighting & Power Co. and recorded in Volume 572, Page 511, of the Deed Records of Harris County, Texas;

THENCE N 02° 29' W, with the west line of the Arthur McCormick Survey and the center line of State Highway #134, 14.4 feet to a point;

THENCE N 87° 33' E, parallel with and 105 feet from the north line of the said Houston Lighting and Power Co. 22 foot easement, 2036.6 feet to a point on a curve to the right;

EASEMENT CELANESE TO SHELL PIPELINE, ET AL 1.04 AC., 5/8/59 3696/691 D.R. TRACT NO. (19) ON DWG. NO. C-ALL-5407-E
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015784

2696 - 692

THENCE southeasterly, with said curve to the right, the radius of which is 520.5 feet, and the chord of which bears S 75° - 24' E. 77.4 feet to the point of tangency;

THENCE S 71° 23' E 62.2 feet to a point at the intersection of the east line of the said 118.63 acre tract with the north line of Shell Pipe Line Corp. 30 foot right of way;

THENCE S 20° 55' W, with the east line of said 118.63 acre tract, 33.6 feet;

THENCE N 71° 23' W 60.9 feet to the point of curvature of a curve to the left;

THENCE northwesterly, with said curve to the left, the radius of which is 506.9 feet, for a distance of 186.4 feet;

THENCE S 87° 33' W, parallel with and 85.0 feet from the north line of said Houston Lighting and Power Company 22 foot easement, 1820.8 feet;

THENCE N 47° 27' W 7.9 feet to a point;

THENCE S 87° 33' W, parallel with and 90.6 feet from the north line of said Houston Lighting and Power Company 22 foot easement, 90.0 feet to the point of beginning and containing 1.04 acres.

TO HAVE AND TO HOLD, subject to the provisions, reservations and stipulations hereinafter appearing, the said rights and easements unto said grantees, its successors and assigns.

The conveyance hereby made is subject to:

- (a) There is excepted from this grant and reserved to Phillips Petroleum Company those certain easements and rights granted by Navigation District to Phillips Petroleum Company by instrument dated October 25, 1956, and recorded in Volume 3250, page 501, of the Deed Records of Harris County, Texas.
- (b) That certain easement for Public Road or Highway purposes for State Highway 134 (Battleground Road) lying on and across the westerly 60 feet of the above described strip of land herein conveyed for pipe line right-of-way purposes.
- (c) There is excepted and reserved to Grantor in, to and respecting the east 100 feet of the strip of land herein granted all those certain easements and rights reserved (for rights-of-way for pipe lines, pole lines, drainage ditch, conduits, railroad tracks, roadways and similar usages) unto and retained by Phillips Petroleum Company in deed to Celanese Corporation of America, dated April 5,

015785

3696-693

1956, and recorded in Vol. 3133, page 361, Deed Records of Harris County, Texas, together with similar easement rights, here reserved to Phillips Petroleum Company in such additional area embraced in said strip of land herein granted (and situated immediately west of said 100-foot easement) as is required to connect the south _____ strip herein conveyed and the west line of said 100-foot easement by a 10-degree curve.

(d) Grantor, Celanese Corporation of America, reserves the right and shall be allowed to construct and maintain over and across (but not longitudinally along the strip of land herein conveyed) private roadways, private walkways, power lines, pipe lines and/or other similar lines at such locations and at such times as grantor may desire; provided that none of such lines, structures, roadways or walkways shall interfere unreasonably with grantee's use and enjoyment of said premises for pipe line right-of-way purposes. The rights and privileges reserved and stipulated in this sub-paragraph (d) are in addition to the rights and privileges reserved and stipulated in sub-paragraphs (a) and (c) above.

(e) Except as hereinabove authorized and reserved (expressly or impliedly) grantor, without the prior written consent of grantee, agrees not to erect any structures of permanent type on said strip of land hereinabove described and granted.

Grantee agrees to bury below the surface all pipe lines constructed by it in and on the premises herein granted.

The rights and easements herein granted shall be assignable together or separately and in whole or in part, and this agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____

day of _____, 1957.

PHILLIPS PETROLEUM COMPANY

BY Rayburn L. Jones
Vice President

Assistant Secretary

CELANESE CORPORATION OF AMERICA

BY [Signature]
Vice-President

015786

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

8696-694

BEFORE ME, the undersigned authority, on this day personally appeared Phillips L. Davis, Vice President of Phillips Petroleum Company, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said Phillips Petroleum Company, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 1957.

My Commission Expires: 11-19-60

Martha L. Davis
Notary Public in and for the State of
Oklahoma. MARTHA L. DAVIS, NOTARY PUBLIC
IN AND FOR SAYS COUNTY AND STATE

STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared G. Schneider, Vice-President of Celanese Corporation of America, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said Celanese Corporation of America, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of March, 1957.

Ruth M. Sibley
Notary Public, County of
State of

My Commission expires:

RUTH M. SIBLEY
Notary Public, State of New York
No. 04-508250
Qualified in Westchester County
Cert. Filed with N.Y. State Clerk
Term Expires March 29, 1957

015788

certification was filed for registration in my office
on _____, 19____, at _____, Texas.
I, _____, Clerk of said County,
do hereby certify that the foregoing is a true and
correct copy of the original as the same was
presented to my office for filing and recording in my office.

R. E. TURRENTINE, JR.
Clerk County Court, Harris County, Texas.
By _____ Deputy.

Not above written.

FILED FOR RECORD AT
V. Lockett
MAY 2 1953
R. E. TURRENTINE, JR.
Clerk, County Court, Harris Co. Texas
By _____
DEPUTY

See Eric Linn Corp.
O.D. Exp 2648
7491.

NOT RECD

300

No. 211329

J. B. Hine et al.

To

Houston Lighting & Power Co.

Right-of-way Deed & Map.

State of New York, County of Onondaga. Know all men by these presents: That J. B. Hine, and W. E. Andrews of _____ County, Texas, for and in consideration of Five Dollars (\$5.00) to me (us) in hand paid by Houston Lighting & Power Co. have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said Company, an easement or right of way for an electric transmission and distributing line, consisting of variable numbers of wires and all necessary or _____ (including towers or poles made of wood, metal or other materials, telegraph wire, props and guys), at or near the location and along the general course now located and stated out by the said Company over, across and upon the following described lands located in Harris County, Texas, to-wit:

A certain tract of land lying in the Southwest portion of the Arthur McCormick League, Abstract No. 46, Harris County, Texas, as described in Volume 318, page 569 of the Deed Records of said County. A twenty two (22) foot unobstructed easement across the above mentioned lands as shown by the field notes attached hereto and made a part hereof, together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, handling new wires on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted. To have and to hold the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

Not more than (five) 5 poles shall be erected along the course of said line unless the said Company, its successors or assigns, shall pay to me (us) my (our) heirs and legal representatives, at the rate of One Dollar (\$1.00) for each tower and One Dollar (\$1.00) for each pole erected in excess of said number, and upon such payment the said Company, its successors or assigns, shall have the right, and the right is hereby granted, to erect towers and poles along said course in excess of said number.

And I (we) do hereby bind myself (ourselves) my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness our hand this 9th day of October, 1926.

J. B. Hine, W. E. Andrews.

Sealed and delivered in the presence of: D. S. True, Notary Public. _____
State of N.Y. Onondaga County. Before me, Donald S. True, a Notary Public, in and for Onondaga County, N. Y. on this day personally appeared J. B. Hine & W. E. Andrews known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 9th day of October, A. D., 1926.

D. S. True, Notary Public, Onondaga County, New York (Seal).

Field Notes of a Twenty Two (22) Foot Unobstructed Easement Across the Lands of J. B. Hine and W. E. Andrews, in the Arthur McCormick League, Abstract No. 46, Harris County, Texas, as Described in Volume 318, page 569, of the Deed Records of said County.

Commencing at a point on the West line of the Hine & Andrews tract, in the Arthur McCormick League, from whence the Southwest corner of said league lies South 4128 feet distant;

Thence East (true meridian - variation 8° 30' East) a distance of 2132.7 feet to a point on

CLERK'S NOTICE—ART. 4606

015789

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon. I hereby certify on

MAR 9 1973



R. E. TURENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Richard M. Turen
Deputy

EASEMENT

J.B. HINE ET AL TO H.L. & P CO.
22' WIDE 10/9/25 572/511 D.R.

TRACT NO. (20) ON DWG. NO. C-ALL-5405-E

Deed RECORD
572 511

Houston Lighting & Power Co. Houston, Texas. Engineering Department. 1217. Unobstructed
Easement Through property of J. B. Hine & F. R. Andrews and J. B. Hine. Arthur McCormick survey
Houston-Geechee Creek Hi-Line. Scale 1" = 1000' July 30, 1925. Sketch No. A-M-0768-6.
Filed for record Nov. 14, 1925 at 11:50 a'clock A.M. Recorded Nov. 17, 1925 at 6:10 a'clock P.M.
Albert Townsend Clerk County Court, Harris Co. tx, Texas. by E. Bright deputy.

Deed RECORDS
Vol. 572 PAGE 512

D700054

SEP-28-72 17359 78000 LST A 78

350

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

150-40-1137

2wp
DD

THAT Humble Pipe Line Company, a Delaware corporation domiciled in Houston, Harris County, Texas, for and in consideration of One Dollar (\$1.00) to it in hand paid by Houston Lighting & Power Company, has, and by these presents does grant unto Houston Lighting & Power Company, its successors and assigns, an aerial right-of-way for electric transmission and distribution lines, consisting of wires, over the following described lands located in Harris County, Texas:

2.452 acre tract of land and a 1.46 acre tract of land, in the Arthur McCormick Survey, Abstract 46, and being the same property described in instrument recorded in Volume 7432, Page 203, of the Deed Records of Harris County, Texas.

The easement herein granted is an unobstructed aerial easement from a plane thirty-five (35') feet above the ground upward, the location of which is shown as a cross-hatched area on Sketch No. 72-373, prepared by Houston Lighting & Power Company, hereto attached and made a part hereof.

250
J

together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

WITNESS our hands this the 6th day of September, 1972.

ATTEST:

HUMBLE PIPE LINE COMPANY

Franklin R. Bailey
Secretary

By *R. L. Walling*
Vice President

one
note
OK
S.S.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared

R. L. Walling, known to me to be the person whose name is subscribed to the foregoing instrument as VICE PRESIDENT of HUMBLE PIPE LINE COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6 day of September, A.D., 1972.

Mary Ann Campbell
Notary Public in and for
Harris County, Texas
My Commission Expires June 1, 1973



CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true and correct photographic copy of the original record filed in my office, and the instrument is the same as recorded in the Official Public Records of Harris County, Texas, and is preserved on a microfilm and having microfilm identification number as stamped herein, I hereby certify on

MAY 9 1973

R. F. TURENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Therese Marie Tetuski

EASEMENT
HUMBLE PIPE LN. TO H.L. & P CO.
15' WIDE AERIAL, 9/28/72 150-40-1137-40 D
TRACT NO. (21) ON DWG. NO. C-ALL-5407-E

015791

150-40-1138

RECEIVED
COUNTY CLERK
HARRIS COUNTY, TEXAS

1972 SEP 28 AM 9 58

RETURN TO
F. O. Kuper
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON, TEXAS, 77001

Name - Line, Field, Slatting	
102	Houston Ship Channel & Hot Condo
R/W No.	Drill No.
7	
Parish - County, Sec - Twp - Rge, A - B	
Harris	
Grantor	Grantee
From: H&L	To: Houston Lighting & Power Co.
Type Instrument	
General Easement	

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my custody and possession as the same is recorded in the Official Public Records of Real Property in my office and received on this date and having identification number as assigned herein, I hereby certify on

MAR 9 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

William D. Turrentine

015792

150-40-1140

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
the Public Records on the date and at the time indicated
hereon by me, and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

SEP 28 1972



R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record
now in my lawful custody and possession, as the same is recorded in the
Official Public Records of Real Property in my office and preserved
on microfilm, and having Microfilm Identification Number as stamped
thereon, I hereby certify on

Mar 9 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Richard E. Turrentine, Jr.

015794

18800614 210

DEC-20-63 374692 = 6809614 LS B PD 22.20

LICENSE AGREEMENT

DEED RECORDS

5359 38

CELANESE CORPORATION OF AMERICA, a Delaware corporation, (hereinafter called "Licensor")
having offices at 322 Fifth Avenue, New York, N. Y., in consideration of the sum of \$1.00 and other good
and valuable consideration, receipt of which is hereby acknowledged, and the mutual promises herein con-
tained does hereby grant to **HOUSTON LIGHTING AND POWER COMPANY**

a Texas corporation,

having offices at

(hereinafter called "Licensee") a license to construct, install, use, operate, maintain and inspect the
following: a 69 KV power line to the premises of Alamo Polymer Company

(hereinafter called the "facilities") on that portion of the property of Celanese, bounded and described as
follows: A one-hundred eighteen and sixty-three hundredths (118.63) acre tract
of land in the Arthur McCormick Survey, Abstract No 46, designated and described
as Tract No 1 in deed dated April 5, 1956 from Phillips Petroleum Company to
Celanese Corporation of America, recorded in Volume 3133, Page 361 of Harris
County Deed Records.

The power line constructed hereunder shall be along a course having a center
line described as follows, all coordinates and bearings being referred to the
Texas Plane Coordinate System South Central Zone as established by the US
Coast and Geodetic Survey in 1934 and based on the position of U S C and G S
triangulation station "Inlet 1938": X = 3,253,403.95; Y = 709,015.36;

beginning at the following addition to the

BEGINNING at a point having coordinate X = 3,243,049.1; Y = 709,487.7 in the
southerly line of Celanese Corporation of America's 118.63-acre tract and the
northerly line of the P T A RR right-of-way, said point being located 100 feet
westerly from the east property line of said 118.63-acre tract;
(SEE RIDER 1 attached)

and in addition the right of ingress and egress in and over said property of Celanese for the enjoyment of the
rights and privileges granted herein.

Licensee agrees to indemnify and save harmless Celanese, its successors and assigns of, from and against
any and all losses, claims, actions, judgments and damages of every kind and description including injury to
or death of any person or persons and injury to or destruction of property, real or personal, including the
property of Celanese, its successors or assigns, in any manner whatsoever, and further against any increase in
the fire, casualty and other insurance rates or premiums of Celanese, its successors or assigns, caused by or
incident to or connected with the installation, use, operation, maintenance and inspection of the facilities on,
over or under the surface of the property of Celanese, its successors or assigns or immediately adjacent thereto.
Licensee, its successors and assigns, assume all risk of, and agree to pay Celanese, its agents and employees, any
damages resulting from injury or damage to persons or property in any manner growing out of installation,
construction, use, operation, maintenance and inspection of the facilities.

Celanese, its successors or assigns shall not be in any way responsible for any damage to the said facilities
or any part thereof regardless of how or by whom caused.

The rights hereby granted may be terminated at any time by either party, its successors or assigns on
thirty (30) days prior written notice mailed to the other party which notice, together with an affidavit as to
its mailing, shall be duly recorded in the real property record in which this agreement is recorded, in which
event Licensee shall, at the request of Celanese and at the cost and expense of Licensee, remove the facilities.
If Celanese requires any changes in the nature, location or operation of the facilities, Licensee at its own cost
and expense will effectuate such changes. In the event of such removal or such changes, Licensee will also at
its own cost and expense restore the property to the condition in which it was before the facilities were con-
structed or installed thereon. Upon failure of Licensee to remove the facilities, effectuate such changes or restore
the property, as the case may be, within thirty days after the sending of a written notice requesting the same by
Celanese to Licensee at its address as hereinbefore shown, Celanese, its successors or assigns shall have the
right to remove the facilities, effectuate such changes or restore the property, as the case may be, at the expense
of Licensee.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct
photostatic copy of the original record now in my lawful custody and
possession, and I will on demand so be sworn thereon and as the same is
produced in the Recorder's Records in my office and preserved on
microfilm, and have microfilm identification number as stamped
thereon, I hereby certify on

MAR 14 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Deputy

EASEMENT

CELANESE TO H. L. & P. CO.
50' WIDE 12/20/63 5359/38

TRACT NO. (22) ON DWG. NO. C-ALL-5406-E

015795

DEED RECORDS
5359 ME 30

001-31-0914

R I D E R 1

THENCE from the point of beginning N 20° 47' 20"
A 1939.36 feet to a point having coordinate X = 3,243,744.4;
Y = 708,924.0;
THENCE N 28° 54' 00" W 122.54 feet to a point having coordinate
X = 3,243,685.2; Y = 709,031.3 in the northerly line of said
118.63-acre tract and the southerly line of Miller Cut-Off
Road and containing 2.394 acres of land.
Said route being shown on sketch No A-15858-R, prepared
by Houston Lighting & Power Company hereto attached and made
a part hereof.

RECORDED MAR 2 10

23

(THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct
photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
retained in the Recorder's records in my office and preserved on
microfilm, I, as having the microfilm identification number as stamped
thereon, I hereby certify on

MAR 14 1973

R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS



Editha R. Pruitt
Deputy

015796

The rights hereby granted are not assignable without the prior written consent of Celanese, its successors or assigns.

DEED RECORDS

Licenses will pay all taxes, liens and assessments, Federal, State or local upon the facilities.

5350 MAR 44

This license contains the following additional terms and conditions: that Celanese may at any time on 30 days' notice erect or have erected on the portion of the premises licensed hereunder railroads, pipe lines and structures related thereto or any other kind of facilities necessary, in Celanese's judgment to service its facilities.

Notices to be given hereunder shall be mailed to the respective parties at their addresses as first above written or as subsequently changed by notice in writing.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and can be modified only by an agreement in writing by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement and caused their corporate seals to be affixed this 27th day of September 1963.

001-31-0919



CELANESE CORPORATION OF AMERICA

By A. R. Cochran
Vice President

ATTEST:

Secretary

By A. R. Cochran
Vice President

THE STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, on this day personally appeared A. R. Cochran, Vice President of Celanese Corporation of America, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 27th day of October, 1963.

Clifford M. ...
Notary Public in and for the State of New York
County, New York

RECEIVED TO
P. O. BOX 1700
HOUSTON 1, TEXAS
(Mr. Cochran)

RETURN TO
EASTERN INSURANCE & POWER COMPANY
P. O. BOX 1700
HOUSTON 1, TEXAS
(Mr. Cochran)

THE STATE OF TEXAS)
COUNTY OF HARRIS)

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the records of my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

MAR 14 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

Catherine ...
Deputy

015797

RECORDED
INDEXED
MAR 1963
CLERK

RECORDED
INDEXED
MAR 1963
CLERK

DEED RECORDS
5350 MAR 45
001-31-00207

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and
was RECORDED in the volume and Page of the Record
RECORDS of Harris County, Texas, as stamped herein by
me, on

DEC 20 1963



R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct
true and correct copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office and preserved on
microfilm, and having microfilm identification number as stamped
thereon, I hereby certify on

MAR 14 1973



R. E. TURRENTINE, JR.,
COUNTY CLERK
HARRIS COUNTY, TEXAS

R. E. Turrentine, Jr.
CLERK

015798

Purchase and Sale Agreement
between Celanese Corporation (Celanese),
Solvay & Cie., S.A. (Solvay) and
Soltex Polymer Corporation (Soltex)
(Buyer), For Sale of Certain
High Density Polyethylene Assets

Closing November 19, 1974

Closing Documents

A. Deed

1. Indenture of Transfer
2. Robert A. Longman's Opinion
3. Head & Kendrick's Opinion
4. Trademark Assignment

Consents to Assignment or
Substitution Agreements
with respect to:

5. Phillips License Agreement,
dated September 7, 1968,
as amended with trans-
actions extending there-
under, as to take effect
applicable to Buyer
6. Contract with Houston Pipe
and Line Company, Phillips
Petroleum Company and
Valley Pipe Line, Inc.,
dated October 3, 1973,
relating to supplemental
supply of natural gas.
- 6a. Soltex and Celanese natural gas standby agreement
7. License Agreement with
Monsanto Company dated
July 1, 1965
8. Balance Sheet showing accounts
receivable, the book value of
the prepaid and deferred items
and the "actual costs" for
inventories minus the liabilities.
9. Celanese Assignment of Easements to Soltex
10. Assignment of Patents
11. Letter relating to substitution of Promissory Note

015799

12. Letter relating to extra ethylene from Celanese
13. Letter from Celanese re Summit Equipment
14. Undertaking
15. Official Bank Check in Federal Funds
16. Note and Guarantee
17. Solvay's Performance Guarantee of Collateral Agreements
18. Opinion of Buyers U.S. Counsel
19. Opinion of Solvay's Belgian Counsel
20. Letter re right of first refusal on Trademarks
21. Ethylene Supply Contract
22. Purchase and Sale Agreement
23. HDPE Conversion Contract
24. Nylon Plant Operating Agreement
25. Nylon Plant Confidentiality Agreement
26. Nylon Ground Lease
27. Letter re advances by Celanese
28. Letter re Employee List
29. Letter re Epolene Wax
30. 1975 Revised Sales Plan
31. Letter re Hopper Cars
32. Hopper Car Management Agreement
33. Letter re Plant Radio Equipment

015800

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS I

That Celanese Corporation, a Delaware corporation with a permit to do business in Texas, hereinafter called "Celanese", for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby GRANTS, SELLS AND CONVEYS unto Soltex Polymer Corporation, a Delaware corporation, hereinafter called "Soltex", subject, however, to the exceptions and reservations hereinafter described, all of the following tracts or parcels of land lying in the Arthur McCormick Survey A-46, Harris County, Texas, and being more particularly described by metes and bounds as follows:

TRACT I:

BEGINNING at the point of intersection of the center line of State Highway No. 134 (Battleground Road) and the center line of a 60 ft. road known as Miller Cutoff Road said point also being in the West line of the Arthur McCormick Survey A-46, Harris County, Texas, and in the West line of Tract A of that certain deed from K. S. Adams, Jr., d/b/a/ Rio Hondo Oil Company to Phillips Petroleum Company, dated April 4, 1956, and filed for record under County Clerk's file No. 1580577 in Harris County, Texas, said point being N 2° 29' W 5718.8 feet from the Southwest corner of said Tract A;

THENCE N 87° 23' E with the center line of said Miller Cutoff Road 2003.9 feet to a point in the East line of said Tract A;

THENCE S 20° 55' W with the East line of said Tract A 2193.9 feet to a 3/4" iron rod, the Northeast corner of a 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al March 10, 1952, recorded in Volume 2419, page 524 of the Deed Records of Harris County, Texas;

THENCE S 27° 33' W with the North line of said Houston Lighting and Power Company tract, 2033.4 feet to a point in the center line of State Highway No. 134, said point being also in the West line of the Arthur McCormick Survey and in the West line of the abovementioned Tract A;

THENCE N 2° 29' W with the center line of said State Highway No. 134 and the West line of Tract A, 2010.0 feet to the place of beginning, containing 118.63 acres, more or less.

TRACT II:

BEGINNING at a 3/4 inch iron rod set in the East line of Tract A, referred to in Tract I described above, and S 20° 55' W 31.7 feet from the Southeast corner of said Tract I, and being also the Southeast corner of that certain 3.54 acre tract conveyed to Houston Lighting and Power Company by Belle A. Crapo et al by deed dated March 10, 1952, recorded in Vol. 2419, page 524 of the Deed Records of Harris County, Texas;

THENCE S 20° 55' W with the East line of said Tract A, 3097.1 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap;

015801

THENCE S 88° 05' W 870.4 feet to a 1-1/2 inch galvanized iron pipe with an aluminum cap set in West line of said Tract A and on the Southern extension of the center line of State Highway No. 134;

THENCE N 2° 29' W with the West line of said Tract A and with the center line of State Highway No. 134 and the Southern extension thereof, 3834.6 feet to a point in the Western extension of the South line of the said Houston Lighting and Power Company 3.54 acre tract, said point being also S 2° 29' E 75.0 feet from the Southwest corner of the above described Tract I;

THENCE N 87° 33' E with the South line of said Houston Lighting and Power Company 3.54 acre tract and the Western extension thereof, 2100.9 feet to the place of beginning, containing 96.86 acres, more or less.

and being the same land conveyed to Celanese by Phillips Petroleum Company, hereinafter called "Phillips", by deed dated April 5, 1956, recorded Volume 3133, page 361 et seq., of the Deed Records of Harris County, Texas, subject, however, to the following:

(1) The easements reserved to Phillips Petroleum Company and to a full one-eighth (1/8) nonparticipating royalty interest in and to all oil, gas and other minerals which are described in the above described deed from Phillips to Celanese.

(2) The conveyances by Celanese and Phillips of a 56 foot strip of land containing 2.74 acres to Harris County Houston Ship Channel Navigation District for use for railroad purposes, said instrument being dated March 14, 1957 and recorded in Volume 3691, page 595 et seq., of the Deed Records of Harris County, Texas.

(3) The conveyance by Celanese and Phillips of a 14 foot strip of land containing 0.69 acres to Harris County Houston Ship Channel Navigation District, said instrument being dated March 14, 1957, and recorded in Volume 3691, page 591 et seq., of the Deed Records of Harris County, Texas.

(4) Conveyance by Celanese to Humble Pipe Line Company of two tracts of land, one containing 2.452 acres and the other containing 1.46 acres, together with the reversionary interest of Celanese in an additional strip 14 feet in width containing 0.6896 acres, said instrument being dated December 16, 1968, and recorded in Volume 7452, page 203 et seq., of the Deed Records of Harris County, Texas.

(5) Right-of-way deed from William T. Andrews et al to Harris County Houston Ship Channel Navigation District granting the right to construct a railroad across 1.73 acres of land, being a strip 100 feet in width, said instrument being dated August 24, 1951, and recorded in Volume 2329, page 610 et seq., of the Deed Records of Harris County, Texas.

(6) Easement from J. B. Hine and W. R. Andrews to Houston Lighting and Power Company covering a 22 foot strip of land immediately adjoining to the North the 3.541 acre tract owned in fee by Houston Light & Power Company and which lies between Tract I and Tract II hereinabove described, said instrument being dated October 9, 1925, and recorded in Volume 572, page 511 et seq., of the Deed Records of Harris County, Texas.

(7) Easement from J. B. Hine et al to Harris County granting several easements including that upon which State Highway No. 134 has been constructed, said instrument being dated July 3, 1928, and recorded in Volume 773, page 305 et seq., of the Deed Records of Harris County, Texas.

015802

(3) Easement for pipe line purposes from J. B. Hine et al to Shell Pipe Line Corporation covering a strip of land 30 feet in width, said instrument being dated November 2, 1942, and recorded in Volume 1261, page 738 et seq., of the Deed Records of Harris County, Texas.

(9) Easements to Defense Plant Corporation for pipe line purposes described as follows:

(a) Grantor: Guardian Trust Company,
Trustee
Dated: June 8, 1943
Recorded: Volume 1282, page 552,
Deed Records, Harris
County, Texas

(b) Grantor: W. J. Howard
Dated: June 11, 1943
Recorded: Volume 1273, page 365,
Deed Records, Harris
County, Texas

(c) Grantor: J. B. Hine et al
Dated: June 16, 1943
Recorded: Volume 1300, page 96,
Deed Records, Harris
County, Texas

and which pipe lines are also covered by the following easements to Texas Eastern Transmission Corporation:

(a) Grantor: Wm. T. Andrews et al
Dated: August 31, 1949
Recorded: Volume 1985, page 249,
Harris County Deed Records

(b) Grantor: W. J. Howard
Dated: September 25, 1949
Recorded: Volume 1985, page 254,
Deed Records, Harris
County, Texas.

(c) Grantor: Florence A. Rickenbaker
et vir
Dated: September 24, 1949
Recorded: Volume 1985, page 256,
Deed Records, Harris
County, Texas

(10) Easement for pipe line purposes covering a strip of land 10 feet in width executed by William T. Andrews et al to Warren Petroleum Corporation, said instrument being dated March 23, 1951, and recorded in Volume 2292, page 576 et seq., of the Deed Records of Harris County, Texas.

(11) Easement for pipe line purposes covering a strip of land 20 feet in width granted by William T. Andrews et al to Gulf Refining Company and Gulf Oil Corporation, said instrument being dated August 6, 1951, and recorded in Volume 2323, page 119 et seq., of the Deed Records of Harris County, Texas.

(12) Easement for pipe line purposes granted by William T. Andrews et al to United Gas Pipe Line Company, said instrument being dated September 28, 1951, and recorded in Volume 2350, page 295 et seq., of the Deed Records of Harris County, Texas.

(13) Easement for pipe line purposes granted by J. B. Hine et al to Humble Oil & Refining Company covering a strip of land 30 feet in width, said instrument being dated June 8, 1937, and recorded in Volume 1059, page 159 et seq., of the Deed Records of Harris County, Texas.

(14) Easement for electric transmission and distribution line from Celanese to Houston Lighting & Power Company, covering a strip of land 92 feet in width and 110 feet in length, said instrument being dated May 27, 1966, and recorded in Volume 6388, page 596 et seq., of the Deed Records of Harris County, Texas.

(15) Easement for pipe lines, pole lines, conduits, drainage ditch, railroad tracks, roadway and similar uses covering a strip of land containing 0.182 acres, granted by Celanese to Phillips, said instrument being dated February 26, 1963, and recorded in Volume 5361, page 293 et seq., of the Deed Records of Harris County, Texas.

(16) Easement for pipe lines, pole lines, conduits, drainage ditch, railroad tracks, roadway and similar uses covering two tracts, one containing 0.0614 acres and the other 0.2139 acres, granted by Celanese to Phillips, said instrument being dated August 12, 1964, and recorded in Volume 5628, page 358 et seq., of the Deed Records of Harris County, Texas.

(17) Easement for railroad purposes from Texas and New Orleans Railroad Company to Harris County Houston Ship Channel Navigation District, said instrument being dated January 30, 1958, and recorded in Volume 3691, page 611 et seq., of the Deed Records of Harris County, Texas.

(18) Easement for pipe line purposes from J. B. Hine et al to Shell Pipe Line Corporation covering a strip of land 30 feet in width, said instrument being dated February 15, 1943, and recorded in Volume 1261, page 737 et seq., of the Deed Records of Harris County, Texas.

(19) Easement from Phillips and Celanese to Shell Pipe Line Corporation for pipe line purposes, said instrument being dated March 14, 1957, and recorded in Volume 3696, page 691 et seq., of the Deed Records of Harris County, Texas.

(20) Easement for electric transmission and distribution line from J. B. Hine et al to Houston Lighting and Power Company covering a strip 22 feet in width, said instrument being dated October 9, 1925, and recorded in Volume 572, page 511 et seq., of the Deed Records of Harris County, Texas.

(21) License agreement from Celanese to Houston Lighting & Power Company covering a power line on a 50 foot strip of land dated September 27, 1963, recorded Volume 5359, page 39 et seq., of the Deed Records of Harris County, Texas.

(22) Easement from Celanese to Union Carbide Corporation for a Nitrogen Pipe Line, approximately 748.82 feet in length, said instrument being dated November 1, 1974, and recorded in Volume , page et seq., of the Deed Records of Harris County, Texas.

(23) Easement from Celanese to Phillips Chemical Company for an ethylene pipe line over a designated route within Tract II, said instrument being dated October 22, 1957, and recorded in Volume 3433, page 169 of the Deed Records of Harris County, Texas, and said easement being assigned by Phillips Chemical to Phillips Petroleum Company by an Agreement dated September 25, 1963, recorded in Volume 5312, page 413 of the Deed Records of Harris County, Texas.

(24) Easement from Celanese to Texas Eastern Transmission Corporation for constructing and maintaining a pipeline cathodic protection unit, said instrument being dated November 20, 1959, and recorded in Volume 3889, page 317 of the Deed Records of Harris County, Texas.

(25) Easement from Celanese to United Gas Pipeline Company to construct, maintain and operate a meter station with all appliances appurtenant thereto upon a site in Tract II, said instrument being dated January 6, 1970, and recorded in Volume 7333, page 11 of the Deed Records of Harris County, Texas.

(26) Any and all other easements, rights-of-way and licenses of record in Harris County, Texas, over, under or across the above described land whether or not hereinabove specifically described. Where reference is made to any instrument hereinabove and its record in Harris County, Texas, such reference shall be deemed to be made for all purposes and to the content of each such instrument and the record thereof in its entirety.

TO HAVE AND TO HOLD the above described premises together with all rights and appurtenances thereto belonging: subject, however, to the foregoing, unto Soltex, its successors and assigns, forever, and subject to the foregoing matters to which this conveyance is subject, Celanese binds itself and its successors and assigns, to warrant and forever defend title to the said premises unto Soltex, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 18th day of November, 1974.

CELANESE CORPORATION

By /s/ Robert A. Longman
Vice President

ATTEST:

/s/ Manuel Schultz
Assistant Secretary

THE STATE OF NEW YORK X

COUNTY OF NEW YORK X

BEFORE ME, the undersigned authority, on this day personally appeared Robert A. Longman, Vice President of CELANESE CORPORATION, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 18th day of November, 1974.

/s/ Malvina W. Back
Notary Public in and for NEW YORK
COUNTY, New York

INDENTURE OF TRANSFER, dated the 19th day of November, 1974 by and between CELANESE CORPORATION, a Delaware corporation, (hereinafter called "Transferor"), SOLTEX POLYMER CORPORATION, a Delaware corporation, (hereinafter called "Transferee")

W I T N E S S E T H :

WHEREAS, by a Purchase and Sale Agreement dated the date hereof (hereinafter called the "Agreement" and hereby incorporated herein by reference) entered into between Transferor and Transferee, Transferor has agreed to sell and Transferee has agreed to buy, subject to the terms and conditions set forth in the Agreement, the Deer Park, Texas high density polyethylene (HD-PE) facilities together with certain related assets and liabilities of Transferor; and

WHEREAS, by other instruments delivered contemporaneously herewith Transferor has assigned, transferred and conveyed to Transferee certain of the Assets as defined in the Agreement required to be, or more conveniently, assigned or transferred by separate instrument; and

WHEREAS, by this Indenture, Transferor intends to sell, assign, transfer and deliver to Transferee all of the other Assets to be sold, assigned, transferred and delivered to Transferee under the Agreement, to the extent that the same are not effectively conveyed and delivered by the instruments aforesaid.

NOW, THEREFORE,

In consideration of the premises, and other good and valuable consideration delivered by each of the parties hereto to the other, Transferor does hereby sell, assign, transfer and deliver to Transferee, effective as of 10 o'clock A.M., Eastern

015806

successors and assigns forever.

Transferor makes no warranties or representations with respect to the Assets sold, assigned, transferred and delivered, except as provided in, and subject to the limitations set forth in, the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

Attest:

CELANESE CORPORATION

12-15-1961 M. J. [Signature] Secretary  By [Signature]

Witness or Attest:

SOLTEX POLYMER CORPORATION

[Signature] By [Signature]

015807



OFFICE OF
GENERAL COUNSEL

November 19, 1974

Soltex Polymer Corporation
c/o The Solvay American Corporation
609 Fifth Avenue
New York, New York

Gentlemen:

Pursuant to Section 4.02 of the Purchase and Sale Agreement dated November 19, 1974 (the "Agreement") between your company and ours, I have examined the Agreement and other contracts referred to in the Agreement, and I am familiar with such corporate records and other documents as in my judgment are required for purposes of this opinion. On the basis thereof, it is my opinion that:

A. Celanese Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with fully power and authority to carry out the transactions contemplated by the Agreement;

B. The Agreement, as well as the Ethylene Supply Contract, the HD-PE Conversion Agreement, the Nylon Plant Operating Agreement and the Standby Natural Gas Agreement, all of which are referred to in the Agreement have been duly authorized, executed and delivered by Celanese Corporation and constitute valid and binding obligations of Celanese Corporation in accordance with their terms;

C. The instruments of transfer delivered by Celanese Corporation are sufficient to consummate the transfer of the Assets as defined in the Agreement to be delivered to the Buyer under the Agreement and effectively vest in the Buyer all of Celanese Corporation's right, title and interest in and to the Assets as contemplated by the Agreement and no consents or waivers not obtained are required

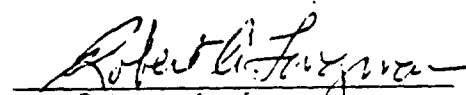
CELANESE CORPORATION - 1211 AVENUE OF THE AMERICAS, NEW YORK, N.Y. 10036 - TELEPHONE: 212-764-7640

015808

for effective transfer to the Buyer of the Assets; and

D. A separate opinion of Head & Kendrick, which is being delivered to you simultaneously herewith, addresses itself to the matters referred to in Section 4.02 D and E of the Agreement.

Very truly yours,


Robert A. Longman
Vice President and
General Counsel

015809

HEAD & KENDRICK
ATTORNEYS AT LAW
BANK AND TRUST TOWER
CORPUS CHRISTI, TEXAS

November 18, 1974

HAYDEN W. HEAD
MICHAEL KENDRICK, JR.
HAYDEN W. HEAD, JR.

AC 512 683-5485

Manuel Schultz, Esq.
General Attorney
Celanese Corporation
1211 Avenue of the Americas
New York, N.Y. 10036

Dear Sir:

The following is submitted in response to the requirements of the proposed Purchase and Sale Agreement, hereinafter referred to as the "Agreement", between Celanese Corporation, hereinafter referred to as "Celanese", and Soltex Polymer Corporation, a wholly owned subsidiary of Solvay & Cie, S.A., both of which I will refer to as "Solvay" except where the context indicates otherwise.

Article 2.05 There are no zoning regulations affecting this plant.

To the best of our knowledge and belief there is compliance at the plant with all occupational safety laws and regulations.

Therefore, our comments to be included in Schedule IV in response to the requirements of this article of the Agreement are the following:

Celanese was issued Waste Control Order No. 00544 by the Texas Water Quality Board and NPDES permit No. TX0006033 by the Environmental Protection Agency covering this plant. No problem of compliance with the requirements of either the waste control order or the NPDES permit have arisen except for infrequent excursions outside permit limitations (and which occur in the operation of practically all industrial plants) and except during periods of excessive rainfall when NPDES permit limitations have been violated as a result of the added burden of pollutants from heavy rainfall on surface plant processing areas being commingled with treated plant effluent.

With plant personnel, we have submitted to the Texas

015810

Water Quality Board at a staff hearing held for the purpose a proposed plan of storm water treatment and we were advised that this plan was acceptable to the staff. We were then advised by the office of the Regional Administrator of EPA in Dallas that it would approve any plan acceptable to the Texas Water Quality Board. Accordingly, we submitted to EPA as well as to the Texas Water Quality Board on October 17, 1974, letter requests for amendment of the two permits, respectively, to provide for storm water treatment on the basis proposed to and approved by the TWQB staff. It is our opinion that formal approval and permit amendment from both agencies will follow as a matter of course.

On September 25, 1974, the Texas Water Quality Board published a document entitled "Waste Load Evaluation for the Houston Ship Channel" under which a new limitation on BOD and ammonia was proposed for this plant as well as other plants on the Houston Ship Channel. We have been advised by Mr. A. D. Guillory, Assistant to the Plant Manager, that there is now no problem in meeting the reduced BOD discharge requirement and that the plant will implement an inexpensive change in its waste treatment process that should eliminate any problem of compliance with the new ammonia discharge requirement.

Article 2.17 The following should be included on Exhibit H:

Celanese has received notice that it will be required to purchase water from the Coastal Industrial Water Authority (CIWA) at industrial water rates established by the City of Houston when the distribution system is completed to bring Trinity River water to this area. All other industries similarly situated near the Houston Ship Channel have received similar notices. It is possible that this could occur during 1975.

Celanese has a gas supply contract dated April 9, 1969, with United Texas Transmission Company (formerly United Gas Pipe Line Company and Pennzoil Pipeline Company) which extends to January 1, 1980. Under the terms of this contract in the event a shortage of gas renders United Texas unable to supply the full gas requirements of all its customers, the gas requirements of gas utilities selling gas to domestic consumers and public utility power plants using gas for generation of electricity which is sold to domestic consumers shall first be supplied by UTT and the remaining available

gas shall be prorated by UTT among the supplier's other customers, including Celanese.

Shortages developed in the UTT system to such an extent that in 1973 UTT obtained a curtailment order from the Railroad Commission of Texas. This curtailment order placed industrial uses of natural gas for pilot lights, plant protection, feedstock, and process gas ahead of natural gas used as boiler fuel. For industries and utilities using more than 3,000 MCF of gas per day for boiler fuel, the order places industries and utilities on the same parity of service. Electric utility customers are authorized an emergency exemption to avoid the shedding of load.

The effect of this order is to give Celanese some measure of relief from the gas shortage provisions in the gas supply contract.

In August, 1974, Houston Lighting & Power Company, a participant in the curtailment proceeding and the largest customer of UTT, appealed the curtailment order by filing a petition against the Railroad Commission of Texas in the District Court of Travis County, Texas. Trial is set for January 13, 1975. The appeal seeks to reverse the decision of the Railroad Commission and thereby allow the contractual provisions related to the shortage of gas to control the delivery of gas by UTT.

In the event Houston Lighting & Power is successful in its appeal, the burden of the shortage of gas in the UTT system will be placed on Celanese and other industries similarly situated. UTT anticipates for 1975, depending on seasonal requirements and weather, a possible daily shortage in supply ranging from ten per cent to thirty per cent.

Because of this situation Celanese entered into a standby gas agreement with Phillips Petroleum Company, Houston Pipe Line Company and Valley Pipe Lines, Inc., which will be assigned to Solvay. This obviates any shortage of natural gas at this plant during the remainder of the term of the UTT contract.

Article 4.02B relates, among other things, to the Standby Natural Gas Agreement. This document has been executed by Phillips Petroleum Company, Houston Pipe Line Company and Valley Pipe Lines, Inc., and has been delivered to Celanese and Solvay for execution by them.

Articles 4.02C, D and E, when taken in connection with

information submitted elsewhere herein and insofar as they relate to matters with which we are familiar, may be answered in the affirmative.

Article 4.06 There are no consents, waivers, approvals, authorizations and other actions of any kind of governmental agencies required under the Agreement except those described in connection with Article 4.09 below which are presently obtainable in connection with the consummation of the transaction. The license issued by the Federal Communications Commission to operate the radio transmission facilities at the plant is nontransferrable. It will be necessary that an application be made to the Federal Communications Commission for a new license after the transaction is concluded.

In the same manner, it will be necessary that an application be made to the Texas Air Control Board by Solvay for a new operating permit covering the recently constructed polyethylene conveying system. This permit, R-687, is nontransferrable under the rules of the Texas Air Control Board. We have been advised, however, that the issuance of a new operating permit where an existing facility is sold is routine. The remainder of the plant was constructed and placed in operation prior to any requirement for construction and operating permits from the Air Control Board.

All consents, waivers, substitutions, approvals, authorizations and other actions required of third parties under the Agreement have been duly and lawfully filed, given and obtained, except:

(1) The consent of Ciba-Geigy Corporation to a partial assignment by Celanese to Solvay of a portion of the antioxidant purchased by Celanese from Ciba-Geigy under a contract dated February 25, 1974, as amended. We have been advised that the substitution agreement which was sent to Ciba-Geigy by Celanese to accomplish the partial assignment has been modified with the approval of the Celanese Law Department, is being executed by Ciba-Geigy and will be mailed to the New York office.

(2) The consent of Union Carbide Corporation, Linde Division, to the substitution of Solvay for Celanese under that certain contract dated August 12, 1974, for the sale by Union Carbide of nitrogen. This consent has been approved by Union Carbide operating personnel and we are advised that it has recently been forwarded to the Union Carbide Law Department for final approval and execution.

015813

(3) The consent of the Port of Houston Authority to the assignment by Celanese to Solvay of the railroad spur, roadway crossing and pipeline and electrical conduit crossing agreements; we have been advised by the Port of Houston Authority that this consent will be furnished after the closing; and

(4) The consents, waivers, substitutions and approvals being handled by the New York office, including the Phillips Petroleum Company license agreement, the Monsanto Chemical Company license, ICI license and the Eastman Chemical Products, Inc. contract.

Article 4.09 Neither the TWQB permit No. 0544 nor NPDES permit No. TX0006033 can be transferred to Solvay prior to closing. In the case of the Texas Water Quality Board, its Rule 415.1 indicates that such a transfer is possible "If a transfer of ownership is contemplated..." However, we have been advised that the transfer should be complete before the Executive Director will "reissue a new waste control order or notice of registration in the name of the new holder, or issue an endorsement to the order or notice of registration reflecting the new ownership." In an abundance of precaution, we have advised the Executive Director of the Texas Water Quality Board of the contemplated transfer of ownership by our letter of November 13, 1974, which states the following:

"Celanese Corporation is contemplating the sale of its Celanese Plastics Company Plant near Deer Park in Harris County, Texas, to Soltex Polymer Corporation and it is anticipated that the transaction will be concluded in the near future.

Texas Water Quality Board Permit No. 00544, as amended, authorizes the disposal of wastes from this plant and upon transfer of ownership to Soltex Polymer Corporation, it will request that you issue a new waste control order in the name of the new holder."

The Environmental Protection Agency requires that the permittee under an NPDES permit "shall notify the succeeding

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owner or controller of the existence of the permit by letter, a copy of which shall be forwarded to the Regional Administrator and the State Water Pollution Control Agency." As a result, we suggest that Celanese, on closing, deliver to Solvay a letter of notice complying with the foregoing and forward a copy to Mr. Arthur W. Busch, Regional Administrator, Environmental Protection Agency, 1600 Patterson, Suite 1100, Dallas, Texas 75201. For convenience, we have prepared and attach such a letter for your use.

Houston Lighting & Power Company is the holder of a license agreement from Celanese dated September 27, 1963, copy of which has been furnished Solvay, providing for the construction of a 69 KV power line across the property of Celanese on land adjoining the fee strip owned by HLP. The line was built and has been in operation for more than eleven years.

During 1973 HLP proposed the construction of an additional segment across Celanese' property and the abandonment of a portion of the line then in use, replacing it with a 138 KV line. Houston Lighting & Power Company had purchased from Phillips a similar license on the basis of \$5,000 per acre (.498 of an acre was the net acreage affected on the Celanese property) and since we were then negotiating with the Coastal Industrial Waste Authority for the price to be paid by CIWA for a pipe line easement over the Celanese property on the basis of \$12,000 per acre, we were unwilling to agree with HLP on the lower figure at that time for fear of prejudicing our CIWA negotiations.

I prepared and sent HLP an amendment of the existing license. It requested permission to extend its line and abandon the portion to be abandoned without concluding agreement on the purchase price to be paid and with Mr. Emge's knowledge and consent, it was agreed that HLP could proceed to do so since it was done at HLP's risk.

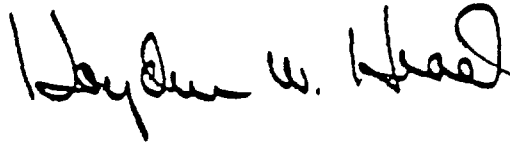
During the past month I have been endeavoring diligently to secure HLP's execution of the amendment covering the extended segment and the abandonment of the old, utilizing the document I prepared. HLP now asks the deletion of those portions of the existing license which (1) require HLP to indemnify Celanese, and its successors, without regard to fault on the part of HLP, (2) that give Celanese and its successors the right to terminate the license on thirty (30) days notice and (3) allow Celanese the right to erect on any portion of the premises covered by the license any

facilities or structures necessary in Celanese' judgment to serve its facilities. HLP wishes to modify each of these objectionable features by providing (1) that a showing of its negligence would be required for liability, (2) that the license would continue so long as it maintains its facilities on the land, and (3) that any structure erected by Celanese on the land covered by the license would not unreasonably interfere with the power line.

We told HLP that we did not feel that Celanese should give up any rights it presently has without the consent of Solvay and that we would recommend to Solvay that it negotiate with HLP the content of and price to be paid for any amendment to the existing license. We have advised counsel for Solvay orally that this is the situation and that this is our recommendation.

In response to your request that we furnish our opinion concerning whether the transfer of the Assets to Solvay will be subject to the Texas Sales Tax, we advise that this sale is exempt from the Texas Sales Tax (Art. 20.01, Taxation, et seq., V.A.T.C.S.), except that the Texas Motor Vehicle Sales Tax (Art. 6.01, et seq.) does require that a tax be paid on the fair market value of any automobiles or trucks included in the Assets transferred.

Yours very truly,



HWH:gh
Attachment

015816



PLASTICS COMPANY

November 19, 1974

HOUSTON PLANT
BATTLEGROUND ROAD

Soltex Polymer Corporation
P. O. Box 1000
Deer Park, Texas 77536

Gentlemen:

As you know, Celanese Corporation holds NPDES permit No. TX0006033 issued by the Environmental Protection Agency covering waste discharges at its Houston Plastics Plant which was today conveyed to you.

In accordance with the requirements of the Environmental Protection Agency, this letter is written to give you formal notice of the NPDES permit described and that you will be bound by its requirements. For your information, however, on October 17, 1974, application was made to the Environmental Protection Agency for an amendment of the permit approving a plan for storm water treatment, previously proposed and approved by the staff of the Texas Water Quality Board. It is our suggestion that you now advise the Environmental Protection Agency that you are the present owner of the plant and that you request that NPDES permit No. TX0006033 reflect this fact. Your plant personnel should pursue the amendment of the permit.

In the same manner, you should now advise the Texas Water Quality Board that you are the owner of the plant and request that TWQB permit No. 00544 be transferred to you. You should anticipate formal notice of hearing on the application to the amendment of this permit to provide for the treatment of storm water in accordance with the plan submitted.

Yours very truly,

CELANESE CORPORATION

By _____

HWH:GH

cc: Mr. Arthur W. Busch
Regional Administrator
Environmental Protection Agency
1600 Patterson, Suite 1100
Dallas, Texas 75201

Mr. Hugh C. Yantis, Jr.
Executive Director
Texas Water Quality Board
P. O. Box 13246, Capitol Station
Austin, Texas 78711

CELANESE PLASTICS COMPANY • BOX 1000, DEER PARK, TEX. 77536 • TELEPHONE: 713-479-2381

A DIVISION OF CELANESE CORPORATION

015817

7

ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS that CELANESE CORPORATION (hereinafter "Grantor"), a Delaware corporation, in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby sells, assigns and transfers to SOLTEX POLYMER CORPORATION, a Delaware corporation, its successors and assigns, all of Grantor's right, title and interest in and to the trademarks and trademark registrations and applications therefor listed in Schedule A hereto together with the good will of the business connected with the use of and symbolized by said trademarks.

Grantor will at request of Grantee do said further acts and execute and deliver said further instruments as are necessary to perfect this assignment in the various jurisdictions.

CELANESE CORPORATION



By Robert L. Lyman

ATTEST:

015818

SCHEDULE A

FORTIFLEX

Foreign Registrations and Applications
(Including U.S.)

<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Our File No.</u>
Argentina	594,418	September 1, 1967 (R)	10984
Benelux	078,810	November 28, 1973	12917
Bolivia	12815	October 22, 1966 (R)	10949
Bolivia	12811-A	October 22, 1966 (R)	10948
Brazil	220,890	June 17, 1959	10579
Chile	156,409	October 17, 1966 (R)	10959
Colombia	38,331	December 10, 1956	10954
Cuba	98,725	April 24, 1959	12086
Denmark	1825/1956	September 15, 1956	10951
Ecuador	227	July 17, 1959	12092
El Salvador	6183	March 6, 1959	11392
Finland	35906	November 19, 1960	12071
France	836,859	May 21, 1971 (R)	10972
France	773,127	August 19, 1968	11142
Greece	24,368	May 26, 1959	11397
Guatemala	11,293	March 20, 1959	11223
Hong Kong	1145/1958	September 11, 1958	12147
India	174,756	June 14, 1956	10845
Israel	17,110	August 26, 1958	12184
Italy	131,841	June 18, 1956	12201
Japan	497,373	March 5, 1957	12227
Korea	3,245	November 10, 1958	10908
Norway	48,532	June 7, 1956	12278
Panama	12,371	September 17, 1970	11934

<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Our File No.</u>
Peru	52,629	December 22, 1958	10918
Portugal	110,695	March 8, 1962	12315
Taiwan	9025	April 1, 1959	12418
Uruguay	111,960	June 4, 1969 (R)	11032
Venezuela	33,301-F	January 30, 1958	11055
United States	639,369	January 15, 1957	11619
United States	717,067	June 20, 1961	11765

APPLICATIONS

<u>Country</u>	<u>Application No.</u>	<u>Date</u>	<u>Our File No.</u>
Mexico	SN 36163	Filed April 16, 1973	13273
Sweden	SN 1263/73	Filed March 9, 1973	13534

FORTILENE
Foreign Registrations
(Including U.S.)

<u>Country</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Our File No.</u>
Australia	A 152,277	January 13, 1959	12526
Benelux	078808	a/o December 9, 1958	12916
Canada	107,297	July 12, 1957	10324
Great Britain	762,172	November 19, 1956	12116
South Africa	59/3386	October 14, 1959	11313
New Zealand	63,517	March 11, 1959	12274
United States	651,021	September 3, 1957	11620



OFFICE OF
GENERAL COUNSEL

November 19, 1974
MS-74-926

George C. Kern, Jr., Esq.
Sullivan & Cromwell
250 Park Avenue
New York, New York 10017

Re: Solvay--Sale of High Density
Polyethylene Business

Dear George:

Enclosed are three copies of Substitution Agreement dated November 19, 1974 between Celanese, Solvay and Phillips Petroleum Company relating to the License Agreement between Celanese and Phillips dated 7 September 1955 as amended. The three copies have been executed by Phillips and Celanese and they are being delivered to you for execution by Solvay in Belgium. After they are signed, I understand that you will arrange to have one copy returned to Phillips and one to me.

Sincerely,

Manuel Schultz

kw
Enc.
cc: w/o enc. Mr. F. Klass

Blind Note to Mr. Klass: As soon as I receive the fully executed Substitution Agreement, I shall make copies for you and Law Department Files and I shall send the executed original to Executive Files.

015822

SUBSTITUTION AGREEMENT

THIS AGREEMENT dated as of November 17, 1974, between Celanese Corporation (hereinafter referred to as "Celanese"), Solvay & Cie, S. A. (hereinafter referred to as "Solvay"), and Phillips Petroleum Company (hereinafter referred to as "Phillips", which term shall include Phillips Petroleum Company and its subsidiaries),

W I T N E S S E T H:

WHEREAS, Celanese and Solvay have reached agreement in principle for the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the high density polyethylene (HD-PE) business, including the HD-PE manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, the parties hereto desire that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay with Solvay's guarantee of performance) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the hereinafter described License Agreement; and

WHEREAS, Phillips and Celanese have entered into a Settlement Agreement dated November 17, 1974 pertaining in part to the hereinafter described License Agreement, and Celanese has agreed in section 4 of said Settlement Agreement to supply to Phillips a written document signed by Solvay undertaking all of Celanese's rights and obligations under the hereinafter described License Agreement with certain exceptions detailed hereinafter:

NOW, THEREFORE, in consideration of the premises, and of the agreements herein contained and in satisfaction of Celanese's obligation to Phillips under section 4 of said Settlement Agreement, Celanese, Solvay and Phillips agree as follows:

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1. Effective upon, but only upon, the completion of the sale by Celanese to Solvay (or a wholly-owned subsidiary of Solvay) of the HD-PE business, including the HD-PE manufacturing operations, of Celanese at Deer Park, Texas, Solvay (or a wholly-owned subsidiary of Solvay) shall be automatically substituted for Celanese as a party to the following described License Agreement:

That certain License Agreement between Celanese and Phillips dated 7 September 1955, relating inter alia to the Polyolefin Process, as defined therein, as amended by agreements dated 25 April 1958, 5 April 1960, 31 January 1963, 6 September 1963, 15 February 1966 and 1 January 1971, hereinafter referred to as the "License Agreement",

and thereafter Solvay (or a wholly-owned subsidiary of Solvay) shall have and succeed to all of the rights and privileges of Celanese thereunder, shall be obligated to observe and perform all obligations and duties of Celanese thereunder, and shall otherwise be subject to and bound by all the terms and provisions thereto to the same extent that Celanese is subject thereto and bound thereby immediately prior to such substitution, provided that Solvay will have no obligation or liability for the executions stated in section 2 hereafter.

2. Upon the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as provided in section 1 above, Celanese shall continue to be bound by the terms of Article X, shall have no further rights, privileges, obligations or duties whatever under the License Agreement with the exception that Celanese will pay to Phillips when due all royalties accrued but not theretofore paid to Phillips under the terms of the License Agreement and with the exception that the obligations with respect to Article VIII of the License Agreement shall be restricted to Patent Rights originating with Celanese.

3. Except as provided in Sections 1 and 2 above, the substitution of Solvay (or a wholly-owned subsidiary of Solvay) for Celanese as a party to the contract shall not modify or vary any term or provision thereof or any of the rights, privileges, obligations or duties of any party thereto.

4. This Substitution Agreement shall be and become binding and effective only when executed by all the parties hereto.

5. In the event that Solvay elects to have the purchase made by a wholly-owned subsidiary of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to such wholly-owned subsidiary to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event Solvay hereby unconditionally guarantees to Phillips the full and faithful performance and observance of the contract by its wholly-owned subsidiary.

IN WITNESS WHEREOF, Celanese, Solvay and Phillips have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

ATTEST:

Thomas H. Phillips
Assistant Secretary

CELANESE CORPORATION



By _____
Vice President

ATTEST:

Secretary

SOLVAY & CIE, S.A.

By _____
Vice President

ATTEST:

Elizabeth A. Phillips
Secretary

PHILLIPS PETROLEUM COMPANY

By *Robert H. Phillips*
Vice President

015825

HEAD & KENDRICK
ATTORNEYS AT LAW
BANK AND TRUST TOWER
CORPUS CHRISTI, TEXAS
78401

HAYDEN W. HEAD
MICHAEL KENDRICK, JR.
HAYDEN W. HEAD, JR.

AG 512 883-5465

November 18, 1974

Celanese Corporation
1211 Avenue of the Americas
New York, New York 10036

Attention: Manuel Schultz, Esq.

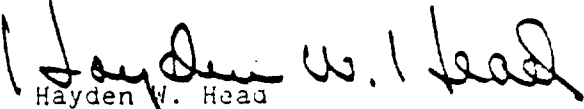
Gentlemen:

Enclosed are four counterpart execution copies of the Agreement dated October 9, 1973 between Celanese Corporation, Houston Pipe Line Company, Valley Pipe Lines, Inc., Phillips Petroleum Company and Solvay & Cie., S.A. providing for a standby supply of natural gas to the Houston Plastics Plant.

Two of these copies have been executed by Houston and Valley; two have been executed by Phillips.

Please secure Celanese execution of all four copies and submit the same to Solvay for execution of all four copies by it. One copy of each should then be returned to me for further handling.

Sincerely,


Hayden W. Head

Enc.
cc: Solvay & Cie., S.A. 

015826

Reference is made to that certain Agreement dated October 9, 1973, hereinafter called the "Agreement", between Celanese Corporation, a corporation, in said Agreement and herein called "Celanese", Houston Pipe Line Company, a corporation, in said Agreement and herein called "Houston", Valley Pipe Lines, Inc., a corporation, in said Agreement and herein called "Valley", and Phillips Petroleum Company, a corporation, in said Agreement and herein called "Phillips". Said Agreement provides, among other things, for the delivery of gas to Celanese' Houston Plastics Plant when deliveries of gas to said plant have been curtailed by Pennzoil Pipeline Company, now United Texas Transmission Company.

Celanese has reached agreement in principal with Solvay & Cie, S.A. for the sale of the Houston Plastics Plant by Celanese to Solvay & Cie, S.A., or a wholly owned subsidiary of Solvay & Cie, S.A., both of which for convenience are hereinafter called "Solvay". The parties hereto have agreed that upon such sale and assignment, Solvay (with the guarantee of performance by Solvay & Cie, S.A. if said sale be to a wholly owned subsidiary thereof) shall have the benefit and be subject to the obligations of Celanese under said Agreement to the extent hereinafter provided.

Accordingly, in consideration of the mutual covenants and undertakings of the parties in said Agreement and herein contained, Celanese, Houston, Valley, Phillips and Solvay agree to the following, effective as, if and when the sale of said Houston Plastics Plant by Celanese to Solvay is consummated:

015827

(1) Any reference in said Agreement to the Celanese "Houston Plastics Plant" shall be deemed to be reference to the Houston Plastics Plant which is being sold by Celanese to Solvay, and deliveries of gas by Phillips at the point where Phillips' existing pipe line terminates at said Houston Plastics Plant shall be deemed to be deliveries to Solvay.

(2) The terms and provisions of said Agreement shall govern the delivery of gas by Phillips to Solvay for the account of Valley and Solvay shall make payment to Houston and Phillips of charges each is entitled to receive in connection with gas so delivered, all in the same manner provided in said Agreement for delivery of gas to and payment of delivery charges therefor by Celanese, except that Solvay shall pay Phillips a monthly fee of two and one-half cents ($2-1/2\%$) (instead of one and one-half cents ($1-1/2\%$)) per Mcf for gas delivered by Phillips to Solvay each month or One Thousand Dollars (\$1,000), whichever is greater. The amount of such charges shall be billed by United States mail directed to Solvay at P. O. Box 1000, Deer Park, Texas 77536, or to such changed address as to which notice shall be given by Solvay to the other parties hereto in the same manner. In the event Solvay fails to make payment of charges to Houston and Phillips under the terms of the Agreement, as amended hereby, Celanese shall remain liable therefor and Houston and Phillips, either or both, shall have the right to collect from Celanese the amount of any charges due either or both which

have not been paid by Solvay.

(3) Celanese shall continue to pay Valley as provided in Article (1) of said Agreement for all gas delivered by Houston to Phillips for Celanese' account to the same extent and on the same basis as if the same had been delivered to Celanese' Bay City Plant with other gas delivered there by Valley to Celanese. In turn, Solvay agrees to reimburse Celanese within twenty (20) days after billing of amounts so paid Valley by Celanese for gas delivered to Solvay hereunder.

(4) The provision in Article 4(f) of the Agreement relating to its termination shall no longer be effective and the Agreement as amended hereby shall continue in full force and effect until July 1, 1979 at 7:00 a.m., at which time the same shall terminate; provided, however, that Phillips shall not be required to make delivery of gas to Solvay hereunder if Phillips or converts to service other than the transportation of natural gas in its discretion abandons/the existing pipe line now used to make deliveries under the Agreement or if said pipe line presently making such deliveries does not have the physical capacity at any time hereafter to do so because of Phillips' requirements to use the same for the transportation of natural gas for itself or its other customers; and provided, further, that Phillips shall give Solvay not less than six (6) months prior written notice of any circumstance which would allow Phillips to terminate further deliveries of gas to Solvay under the foregoing proviso. In the event of any such termination,

Houston will make delivery of gas directly to said Plant during periods of curtailment under the remaining terms and provisions of the Agreement if, and only if, Solvay installs at its own expense a pipe line and related facilities permitting delivery of gas to said plant by Houston at no additional cost to Houston.

(5) If the sale of said Houston Plastics Plant by Celanese to Solvay is not completed within ninety (90) days from the date hereof, the provisions of this instrument shall become null and void and the Agreement as originally written shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed this 8th day of November, 1974, in numerous counterparts, each of which shall be considered an original, to be and become effective at the time and on occurrence of the conditions set out above.

CELANESE CORPORATION



[Signature]
VICE President

HOUSTON PIPE LINE COMPANY

By _____
President

PHILLIPS PETROLEUM COMPANY

By [Signature]
VICE President

VALLEY PIPE LINES, INC.

By _____
President

SOLVAY & CIE, S.A.

By _____
President

THIS AGREEMENT, dated as of November 19, 1974, between Celanese Corporation, hereinafter called "Celanese", and Soltex Polymer Corporation, hereinafter sometimes called "Solvay",

W I T N E S S E T H :

WHEREAS, pursuant to the Purchase and Sale Agreement, dated November 19, 1974, Solvay is acquiring from Celanese a HD-PE plant at Deer Park, Texas ("Plant") which consumes substantial amounts of gas;

WHEREAS, as an inducement to Solvay to consummate the purchase of Plant it is necessary to provide for a supply of gas to the Plant during periods of curtailment by its principal supplier of gas;

WHEREAS, attached hereto and made a part hereof is an agreement, hereinafter called the "Agreement", between Celanese, Solvay, Houston Pipe Line Company ("Houston"), Valley Pipe Lines, Inc. ("Valley"), and Phillips Petroleum Company ("Phillips") under the terms of which gas will be delivered during periods of curtailment to the Plant by the Plant's principal supplier of natural gas;

WHEREAS, the gas which is supplied pursuant to the Agreement is diverted from gas (a maximum of 15,000 Mcf of gas per day) which Celanese is entitled to take at its Bay City Plant pursuant to a contract with Valley (successor in interest to Fish Service Corporation) dated January 29, 1960, as amended ("Valley Contract"); and

015831

WHEREAS, as provided in the Agreement, Celanese, among other things, remains liable to Houston and Phillips for charges resulting from the delivery of gas thereunder in the event such charges are not paid by Solvay and further, Celanese agrees to continue to make payment to Valley for gas delivered to Solvay under the terms of said Agreement, with Celanese to be reimbursed therefor by Solvay.

As an inducement to Solvay, as aforesaid, and in consideration of the respective benefits accruing to Solvay and Celanese under the terms of the Purchase and Sale Agreement dated as of November 19, 1974, the attached Agreement and this agreement, Solvay and Celanese hereby agree that:

(1. Celanese will make available to Solvay up to 5,000 Mcf of gas per day from its supplies of gas under the Valley Contract in order to permit the deliveries of gas by Houston and Phillips to the Plant during periods of curtailment by the Plant's principal supplier of gas as contemplated by the Agreement unless Celanese is prevented from doing so by force majeure as defined in the Valley Contract, including but without limiting the same to, any curtailment of deliveries of gas by Valley to Celanese at its Bay City Plant, it being intended by the parties that Celanese shall not be required to make gas available to Solvay under the provisions of the Agreement and this agreement except quantities which Celanese is entitled to receive from Valley in excess of 10,000 Mcf per day, it being further agreed that under its Bay City contract Solvay shall not be entitled to require the delivery of gas under the Agreement or hereunder except for use in facilities at said

Plant which are in existence on the date hereof and for facilities which have been installed to modify, repair or replace such existing facilities. Celanese covenants that it will not cause or allow the Valley Contract to be terminated or cause or allow the Valley Contract to be amended in a manner adverse to the interests of Solvay under this agreement.

(2) Solvay will pay Houston and Phillips all amounts required to be paid each and both of said companies in accordance with the terms of the Agreement and to pay Valley for all gas delivered to Solvay in the event Valley bills Solvay directly for such gas. In the event Valley bills Celanese for gas delivered to Solvay under the Agreement, Celanese will bill Solvay within five (5) days after receipt by Celanese of the bill therefor from Valley and Solvay will pay Valley directly for such gas within the time required for payment to be made to Valley under the terms of Celanese's gas purchase contract with Valley. If Solvay fails to make payment of any such charge when due and the same is paid by Celanese, then Solvay agrees to pay Celanese immediately upon Celanese's billing therefor all amounts so paid Houston, Phillips and Valley, or any of them, by Celanese for Solvay. Payment to Celanese shall be made at the office of Celanese located at 1211 Avenue of the Americas, New York, N.Y. 10036, or at such other address as to which Celanese shall direct that any such payment shall be made by written notice to Solvay.

(3) Solvay agrees to pay Celanese interest at the rate of one per cent (1%) per month on all amounts paid by Celanese for gas delivered to Solvay under the terms of said

Agreement, whether such amounts result from charges made in connection with the delivery thereof by Houston and Phillips or from payments for gas made to Valley by Celanese. Interest shall begin to accrue on the date of such payments by Celanese (which date shall be shown on billings submitted by Celanese to Solvay) and Solvay shall add to the amounts reflected by such billings accrued interest to the date of payment of each by Solvay. If default in the payment of any amount due Celanese by Solvay hereunder continues after sixty (60) days written notice from Celanese to Solvay, then and in that event Celanese at its option and without prejudice to its rights to receive all amounts then owed it by Solvay hereunder may terminate the Agreement in its entirety and Solvay shall have no further rights thereunder.

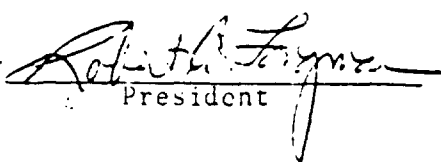
(4) For the purposes of defining the obligations of Solvay and Celanese with respect to the supply of natural gas to the Plant pursuant to this agreement and the Agreement, the terms and conditions of this agreement and the Agreement shall be considered to be the terms and conditions of one agreement.

This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written, to become effective as, if and when the Agreement becomes effective.

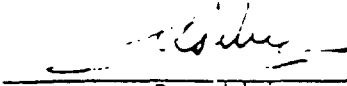
CELANESE CORPORATION

By


President

SOLTEX POLYMER CORPORATION

By


President



November 19, 1974

Soltex Polymer Corporation
c/o The Solvay American Corporation
609 Fifth Avenue
New York, New York

Gentlemen:

Pursuant to Section 4.06 of the Purchase and Sale Agreement dated November 19, 1974, we hereby deliver to you a Substitution Agreement dated the 19th day of November, 1974 with respect to a License Agreement dated July 1, 1965 with Monsanto Company.

Very truly yours,

CELANESE CORPORATION



By [Signature]

Received by:

SOLTEX POLYMER CORPORATION

By [Signature]

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT entered into this 19 day of November, 1974, between Celanese Corporation, a corporation organized under the laws of Delaware, with an office at 1211 Avenue of the Americas, New York, N. Y. 10036 (hereinafter referred to as "Celanese"); Solvay & Cie S.A., a Belgian firm with an office at Rue du Prince Albert 22, Brussels, Belgium (hereinafter referred to as "Solvay"); and Monsanto Company, a corporation organized under the laws of Delaware, with an office at 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 (hereinafter referred to as "Licensor").

WITNESSETH:

WHEREAS, Licensor and Celanese are parties to a license agreement under U.S. Patent 3,170,893 made as of July 1, 1965 (which agreement, together with all amendments thereto, if any, made at any time prior to the "Sale Date" as hereinafter defined, is herein called the "Contract"); and

WHEREAS, Celanese and Solvay have entered into negotiations for the sale and assignment by Celanese to Solvay (or to one or more wholly-owned subsidiaries of Solvay) of certain of the assets and liabilities of Celanese comprising the Celanese high density polyethylene business and plant at Deer Park, Texas; and

WHEREAS, after said sale and assignment, Solvay (either directly or through one or more wholly-owned subsidiaries) will conduct the business now conducted by Celanese, and desires that, at the time of said sale and assignment, it or one of such wholly-owned subsidiaries receive an assignment of all the rights of Celanese and assume all the obligations and duties of Celanese, and be substituted for Celanese under the Contract; and

WHEREAS, Licensor desires that, upon such sale and assignment, Solvay (or a wholly-owned subsidiary of Solvay conducting all or a portion of the business purchased from Celanese and the performance of which subsidiary under and pursuant to the Contract is guaranteed by Solvay) assume all of the duties and obligations of Celanese, and be substituted for Celanese, under the Contract, and Licensor consents and agrees to such assignment, assumption and substitution;

NOW, THEREFORE, in consideration of the premises, and of the agreement herein contained, Solvay, Celanese and Licensor mutually covenant and agree as follows:

1. Upon the occurrence of the contemplated sale and assignment by Celanese to Solvay of the said business of Celanese (the time and date of which are herein called the "Sale Date"), Solvay shall henceforth be automatically substituted for Celanese as a party to the Contract and thereafter Solvay shall have and succeed to all of the rights and privileges of Celanese under the Contract, shall be obligated to observe and perform all obligations and duties of Celanese under the Contract, and shall otherwise be subject to and bound by all the terms and provisions of the Contract to the same extent that Celanese is subject thereby immediately prior to such substitution.
2. Upon the substitution of Solvay for Celanese as provided in Section 1 above, Celanese shall have no further rights, privileges, obligations or duties whatever under the Contract.
3. Except as provided in Sections 1 and 2 above, the substitution of Solvay for Celanese as a party to the Contract shall not modify or vary any term or provision of the Contract or any of the rights, privileges, obligations or duties of any party thereto.
4. This Substitution Agreement shall be and become binding and effective only when executed by all three of the parties hereto.
5. In the event that Solvay elects to have the said business of Celanese purchased by one or more wholly-owned subsidiaries of Solvay, then each reference to "Solvay" in Sections 1 through 3 inclusive of this Substitution Agreement shall be deemed to refer to the wholly-owned subsidiary to which the Contract is transferred by Celanese to the same extent as if each such reference to Solvay was a reference to such subsidiary, but in any such event, Solvay hereby unconditionally guarantees to Licensor the full and faithful performance and observance of the Contract by such wholly-owned subsidiary.

IN WITNESS WHEREOF, Solvay, Celanese and Licensor have caused this Substitution Agreement to be executed in triplicate as of the day and year first above written.

SOLVAY & CIE.S.A.

Attest: _____

By _____

CELANESE CORPORATION

Attest: _____

By _____

MONSANTO COMPANY

Attest: _____

By _____

Assistant Secretary

Group Vice President

015837



November 15, 1974
RRA-74-352

Celanese Corporation
Soltex Polymer Corp.
1211 Avenue of Americas
New York, New York 10036

Gentlemen:

In accordance with Section 1.04 of the
Purchase and Sale Agreement dated November 19, 1974, I am
enclosing a Balance Sheet representing the estimated amount
of the purchase price Clause (b) of Section 1.03.

Very truly yours,

A handwritten signature in cursive script, reading 'Richard R. Austin'.

Richard R. Austin
Vice President Administration
& Controller

RRA:dg

015838

Valence & Justice Company - Deer Park, Texas
 Extract of Ledger Trial Balance
 October, 1974

Page 1 of 2

A/C No.	Description	10-30-74		Group Total	Division Total	Total
		Dr.	Cr.			
05-110	Int. Univ. Fund - 0222	167040			407500	
05-150	Univ. Adv. - 0222	47772				
05-110	Proc. Rec. - 0222	15482				
05-110	Univ. Adv. - 0222	241507		1076505		
				1076505	407500	(1484005)
10-000	Prov. Maintenance	64461300				
11-001	Salaries	61540000				
11-002	Salaries - Natural	10113400				
11-009	Spec. Sal. - 0222	5957500				
12-000	Univ. Adv. - 0222	42273700				
12-003	Univ. Adv. - 0222	2425700				
12-003	Univ. Adv. - 0222	4840500				
12-009	Univ. Adv. - 0222	241507		146600000		
						(146600000)
13-001	Univ. Adv. - 0222	* 51135000				
13-002	Univ. Adv. - 0222	* 50700000		53313100		
						(53313100)
13-001	Univ. Adv. - 0222	* 17570000				
13-002	Univ. Adv. - 0222		224000			
13-002	Univ. Adv. - 0222			(4741900)		
						(4741900)
13-001	Univ. Adv. - 0222	* 51135000				
13-002	Univ. Adv. - 0222	* 50700000				
13-002	Univ. Adv. - 0222		2548000			
13-002	Univ. Adv. - 0222	115291000				
13-002	Univ. Adv. - 0222		110794500			
13-002	Univ. Adv. - 0222	2528000				
13-002	Univ. Adv. - 0222		4798000			
13-002	Univ. Adv. - 0222	4543374000				
13-002	Univ. Adv. - 0222		30210000			
13-002	Univ. Adv. - 0222	10000000				
13-002	Univ. Adv. - 0222		4310000			
13-002	Univ. Adv. - 0222	17443800				
13-002	Univ. Adv. - 0222		2150000			
13-002	Univ. Adv. - 0222	770000				
13-002	Univ. Adv. - 0222					
13-002	Univ. Adv. - 0222	241507				
13-002	Univ. Adv. - 0222			1551000	175107000	
						175107000
13-002	Univ. Adv. - 0222				578415000	
13-002	Univ. Adv. - 0222				433651000	
13-002	Univ. Adv. - 0222				156707000	
						(130476100)

015839



EX-101 43-813
204, 204 43-813

Prepared By ER 11-11
Approved By _____

Calumet Plastics Company - Deer Park, Texas
Extract of Polyethylene Division of
General Ledger Trial Balance
October, 1974

Page 2 of 2

A/R No	Description	10-30-74		Debit Total	Credit Total	Total
		Dr	Cr			
24-100	Part Construction - Various	158,121.00				
24-100	Electric - RFL 222	147,346.00		122,196.90		
						122,196.90
40-100	Trade Accounts Payable		23,153.24			
40-101	Trade Payable - Bank		1,713.50			
40-102	RT - Acct - Various		1,591.40			
40-100	Sales & Use Tax Payable		12,851.17			
40-101	Unpaid Closing		55,187.14	(24,184,14.33)		
						(24,184,14.33)
43-100	Unpaid Withholding Tax		7,627.71			
						7,627.71
44-010	Accrued Wages & Salaries	147,441.80				
44-020	Accrued Vacation - Various		74,570.00			
44-040	Accrued Rent - Various		13,176.30			
44-991	Accrued Credit Balance		21,719.73	(15,598.36)	635.17	
	55,025.70 74			20,874,991.71	635.17	20,875,626.88
						20,875,626.88
	Unpaid Labor - Various	11-6-74				
	Unpaid Labor - Various			379,162.00		
	Unpaid Labor - Various			732,330.00		
	Unpaid Labor - Various			1,917,753.00		
	Unpaid Labor - Various			1,452,325.00		
	Unpaid Labor - Various			12,828,555.00		
				15,598.36		
				14,141,630.00		
						14,141,630.00

015840

THE STATE OF TEXAS I
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

That CELANESE CORPORATION, a Delaware corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by SOLTEX POLYMER CORPORATION, the receipt of which is hereby acknowledged, does, by these presents BARGAIN, SELL, TRANSFER, ASSIGN AND FOREVER QUIT CLAIM unto the said SOLTEX POLYMER CORPORATION, its successors and assigns, all right, title and interest in and to those certain easements and rights-of-way upon, over and across lands located within the Arthur McCormick Survey, Abstract 46, situated within Harris County, Texas; said easements and rights-of-way being as follows, to-wit:

- (a) Drainage Easement from Phillips Petroleum Company to Celanese Corporation of America dated March 29, 1957 recorded Volume 3317, page 405 Deed Records of Harris County, Texas;
- (b) From Houston Lighting & Power Company to Celanese Corporation dated April 27, 1956 recorded Volume 3155, page 719 Deed Records of Harris County, Texas; and
- (c) From Houston Lighting & Power Company to Celanese Corporation of America dated April 27, 1956 recorded Volume 3155, page 721 Deed Records of Harris County, Texas,

to which instruments reference is here made for the terms, provisions and conditions therein contained.

TO HAVE AND TO HOLD the said premises, together with all the rights, privileges and appurtenances thereto in any manner belonging unto the said SOLTEX POLYMER CORPORATION, its successors and assigns, forever.

015842

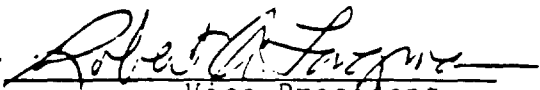
WITNESS our hands at New York, New York, this
18th day of November, 1974.

CELANESE CORPORATION

ATTEST:


Assistant Secretary



By 
Vice President

THE STATE OF NEW YORK . I
COUNTY OF NEW YORK . I

BEFORE ME, the undersigned authority, on this day personally
appeared Robert A. Longman, known to me to be the person whose
name is subscribed to the foregoing instrument as a Vice President
of Celanese Corporation, a corporation, and acknowledged to me
that he executed the same for the purposes and consideration
therein expressed, in the capacity stated, and as the act and
deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day
of November, 1974.


Notary Public in and for
New York County, New York

— HELEN MCCOWAN
Notary Public, State of New York
No. 470111
Qualified in New York County
Commission Expires March 24, 1976

015843

ASSIGNMENT ~~OF~~ OF PATENTS
AND PATENT APPLICATIONS

KNOW ALL MEN BY THESE PRESENTS, that Celanese Corporation, a Delaware corporation ("Grantor"), in consideration of the sum of \$10 and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby sells, assigns, transfers and delivers to Soltex Polymer Corporation, a Delaware corporation ("Grantee"), its successors and assigns:

(a) All right, title and interest in and to the letters patent listed in Schedule A hereto and the inventions thereof, and the applications for letters patent listed in Schedule A hereto and the inventions thereof, including the right to sue and recover for all past and future infringements of any such letters patent or of any letters patent issued pursuant to the foregoing applications and all reissues and extensions of said letters patent or of letters patent issued pursuant to the foregoing applications; and

(b) The full and exclusive right to apply for and obtain in the name and as the attorney of Grantor or otherwise or in the name of Grantee or

015844

its successors and assigns letters patent or other like protection or rights in any and all countries in respect of all inventions and improvements described or claimed in the letters patent and patent applications listed in Schedule A hereto, together with the exclusive right and authority to make, use, have made and sell the foregoing in any and all countries and the entire right, title and interest in and to all letters patent which may be granted therefor in any and all countries, and together with all claims on account of past or future infringements and all reissues and extensions of any letters patent which may be issued in any and all countries in respect of the foregoing;

the same to be held and enjoyed by Grantee, its successors and assigns to the full end of the term of said letters patent or letters patent issued pursuant to the foregoing applications as fully and entirely as the same would have been held by Grantor had this assignment not been made.

Grantor does hereby authorize the appropriate governmental authorities of any and all such countries to

issue letters patent in respect of the patent applications referred to in (a) above or the properties and rights referred to in (b) above to Grantee, or its successors and assigns, as the assignee of the entire right, title and interest in and to the same.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, with full power of substitution, for it and in its name or otherwise, but on behalf and for the benefit of Grantee, to institute, prosecute and defend in the name of Grantor or Grantee or otherwise, but at the expense and for the benefit of Grantee, any and all proceedings in law or in equity or otherwise, and to file and prosecute any and all applications and other documents and to do all other things in connection with the securing or protecting of letters patent, which Grantee may consider necessary or desirable in order to collect, assert, protect, perfect or enforce any claims, right, title or interest of any kind in or to the properties and assets hereby assigned. Grantor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and shall not be affected or terminated

by any dissolution, reorganization or liquidation of Grantor or any other event.

Grantor agrees that at the request of Grantee it will do such further acts and execute and deliver such further instruments as are necessary to perfect this assignment in the various jurisdictions.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers and to be sealed with its corporate seal this 19th day of November, 1974.

CELANESE CORPORATION



By

A handwritten signature of a corporate officer, written in dark ink over a horizontal line.

ATTEST:

A handwritten signature of an attesting officer, written in dark ink over a horizontal line.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

Personally came before me this 19th day of November,
1974, Bill Langer, Thomas Smith, and
_____, _____, of Delaware
Corporation, a Delaware corporation, to me known to be the
persons who executed the foregoing instrument of assignment,
and to me known to be such William Smith and James Smith
of said corporation, and acknowledged that they executed the
foregoing instrument as such officers as the deed of such
corporation by its authority.

Helen M. Langer

Notary Public

HELEN M. LANGER
Notary Public, State of New York
Qualified in New York County
Commission Expires March 30, 1975

015848

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Date</u>
2,951,067	Solvent Recovery	Burton E. Cash	August 30, 1960
3,021,320	Polymerization of Ethylene with Catalysts of Alkali Metal Borohydrides, Aluminum Halides and Group IVB Metal Halides	Carl N. Zellner Alfred J. Pouk	February 13, 1962
3,078,264	Polymerization of Ethylene and Catalyst Therefor	Carl N. Zellner	February 19, 1963
3,080,335	Use of Ammonia Yielding Compounds in the Pigmenting of Thermoplastic Resins and Methods Therefor	S. Klosowski	March 5, 1963
3,084,150	Preparation and Recovery of Olefin Polymers	W.C. Mills	April 2, 1963
3,156,681	Polymerization Process	S. Kavesh A. Rosenthal G. Halek	November 10, 1964
3,200,059	Polymer Purification	W.C. Mills	August 10, 1965
3,223,698	Vinyl Polymerization Process Using a Cocatalyst of Chromyl Compound with Organometallic Compound	E.J. Badin	December 14, 1965
3,287,335	Polymerization of Olefin in the Presence of Ziegler Type Catalyst Systems	D.E. Stuetz	November 22, 1966

SCHEDULE 2, (3 Pages)

015849

(Cont'd.)

3,376,248	Copolymers of Alpha-Olefins and Olefins Substituted Cycloalkanes and Fibers Therefrom	E. Kirkland	April 2, 1968
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Pending U.S. Patent Application:

Serial No. 361,668 - Cyclone Separator - R.M. Spitzenberger - filed May 18, 1973

015850

Foreign patents to be transferred
with the corresponding U.S. Patents

U.S. Patent No.	Canada		Japan	
	Patent No.	Expiration Date	Patent No.	Expiration
2,931,067	608,817	Nov. 15, 1977		
3,021,320	709,824	May 18, 1982		
3,078,264	669,675	Sept. 3, 1981		
	682,510	March 17, 1981		
3,080,335	688,011	June 2, 1981		
3,084,150	621,869	June 13, 1978		
3,156,681	725,263	Jan. 4, 1983		
3,200,059	742,197	Sept. 6, 1983	442,346	Sept. 8, 1979
3,223,688	702,061	Jan. 19, 1982		
	716,647	Aug. 24, 1985		
3,287,335	818,650	July 22, 1986		
3,376,248	807,222	Oct. 4, 1982		
361,668 (Serial No.)	200,128 (Application No.)			

RECEIVED

SEP 11 1974

015851



November 19, 1974

Soltex Polymer Corporation
c/o The Solvay American Corporation
609 Fifth Avenue
New York, New York

Gentlemen:

Reference the Promissory Note dated and delivered by Soltex to Celanese this date pursuant to the Purchase and Sale Agreement of this date between us. It is recognized that said Note is subject to substitution for a new note upon determination of the purchase price pursuant to Section 1.04 of the Purchase and Sale Agreement and consequently Celanese agrees not to sell or transfer the said Promissory Note dated and delivered today. Of course, the new note that will eventually be substituted for said Promissory Note may be sold or transferred in accordance with said Purchase and Sale Agreement.

Very truly yours,

CELANESE CORPORATION



By

CELANESE CORPORATION • 1211 AVENUE OF THE AMERICAS, NEW YORK, N.Y. 10035 • TELEPHONE 212-764 7540

015852



November 19, 1974

Soltex Polymer Corporation
c/o The Solvay American Corporation
609 Fifth Avenue
New York, New York

Gentlemen:

During 1975, Celanese will sell to Soltex 2,568,000 pounds of ethylene pursuant to the terms and conditions of and in addition to the amounts of ethylene stated in the Ethylene Supply Contract dated November 19, 1974.

Very truly yours,

CELANESE CORPORATION



By

015853



November 19, 1974

Soltex Polymer Corporation
c/o The Solvay American Corporation
609 Fifth Avenue
New York, New York

Gentlemen:

Reference the Purchase and Sale Agreement of this date between us.

The attached list of equipment at Summit shall be deemed added to the assets sold to Soltex and removable by it for its account pursuant to the Section VII of said Purchase and Sale Agreement.

Very truly yours,

CELANESE CORPORATION



By *[Signature]*

Att.

Items Agreed as Solvay's

Equipment for Catalyst Labs

<u>Item</u>	<u>Quantity</u>		
1	1	Full polymerization set-up - reactor - dessicant columns - control panel - recorders	(202-00223) (202-00244) (202-00226) (202-00225)
2	3	Scales - 1 Mettler H-10 1 Mettler P 11 1 Fairbanks Morse	(202-00227) (202-00224) (200-00400)
3	1	Emergency alarm system	
4	1	Full catalyst and dessicant activation set-up	
5	3 Hoods	1-Walk in for catalyst activations 1-Large bench top for alkoxide synthesis 1-Small bench top for catalyst handling	(207-00024) (207-00025) (207-00026)
6	2	Dessicant cabinets (catalyst storage) in small hood	
7	1	Melt indexer with weights - timers	(202-00227)
8	1	Amil Manufacturing - 2 roll mill	(202-00228)
9	3	Ovens - 1 Grieve air circulation 1 Thermolyne furnace 1 National vacuum oven	
10	2	Refrigerator - 1 freezer for catalyst and chemical storage - G.E.	
11	1	Reactor jack	(202-00243)
12	1	Walton Products - vacuum cleaner	
14		Assorted glassware, hardware, pipes, heaters and stirrers, chemicals, vice, tools, paper cutter, etc.	
15	1	Pyrotest Model 9B - West Instruments Potentiometer	

Duplicate Polymerization and Activation Set-Ups to be Installed
4Q 1974 as per RFA-703 (Approved August 8, 1974).

015855

FORTIFLEX HDPE EQUIPMENT INVENTORY

<u>Item</u>	<u>Quantity</u>	<u>Items Agreed as Solvay's</u>	<u>Number</u>
		<u>Building J - Processing Area</u>	
1	1	Banbury mixer super supporting structure and Farrel extruder/conveyer, air veying system, 8' water bath chopper oil drums w/holders	(200-00138) (200-00251)
2	1	Farrel roll mill	(200-00147)
3*	1	Walk in oven	(200-00210)
4	1	Uniloy blow molding machine - 7 molds and 2 screws	(200-00242)
5	1	Uniloy blow molding machine control panel	(200-00243)
6	1	Conveyer	(200-00244)
7	1	Grinder	(200-00245)
8	1	Chiller	(200-00247)
9	1	Hopper loader	(200-00248)
10	1	Air dryer	(200-00249)
11	1	Air knife	(200-00254)
12	1	Support table	(200-00278)
13	1	Ohaus balance (Autogram 1000) Serial #	(2723)
14		HDPE resin in warehouse	
15	1	120 lb balance	(200-00142)
		<u>Building C Laboratories</u>	
16	1	Oven	(202-00653)
17	1	Oven	(202-00653)
18	1	30 station constant pressure bottle test unit (including oven)	(202-00662)
19	1	Plastograph	(202-00661)
20	1	Blown film tower	

015856

<u>Item</u>	<u>Quantity</u>	<u>Items Agreed as Solvay's</u>	<u>Number</u>
21	1	Igepal tank and support stand	
22	1	Fisher 2-116 balance	
23	1	Pasadena press including programmed cooling mechanism	(202-00504) (202-00503)
24	1	Blue M oven	(202-00435)
25	1	Recorder	(202-00436)
26	1	Satorius balance	(202-00437)
27	1	Carver press	(202-00434)
28	1	Plastograph	(202-00433)
29	1	Oil bath	(202-00432)
30	1	Blue M oven	(200-00025)
31	1	Melt index unit (Clark #L135)	
32	1	Carver press (Serial #20,000-143)	
33	1	ESCR tank	(202-00505)
34	1	Surfindicator (Clark #IN 146 & IN 141)	
35	1	Instron rheometer	(202-00495)
36	1	Portable Millivolt Potentiometer - Serial #	45196
37	1	Blue M Muffle Furnace Model M30A-1C	
38		Typical laboratory equipment in use at the time including:	
	40	3 liter beakers for CPBT	
	50	Large test tubes for Ball ESCR test	
	7	Glassware (4 liter)	
	10	Mantels for spiral wrap test	
	8	Variacs - Power stats	
	2	3N-RB 3 liter flask	
	6	Ball type reflux condensers	

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<u>Item</u>	<u>Quantity</u>	<u>Items Agreed as Solva</u>	<u>Number</u>
	4	Straight path reflux condenser	
	2	Heating mantels for 3l flasks	
	3	Heating mantels - one l flasks	
	2	Soxhlet extraction set-ups	
	✓	Heater magnetic stirrers	
39*	1	Carver press	(202-00550)
41*	1	Mettler P3 balance	(202-00545)

015858

UNDERTAKING, dated the 19th day of November, 1974 by and between CELANESE CORPORATION, a Delaware corporation, (hereinafter called "Seller"), and SOLTEX POLYMER CORPORATION, a Delaware corporation, (hereinafter called "Buyer"),

W I T N E S S E T H:

WHEREAS, by a Purchase and Sale Agreement dated the date hereof (hereinafter called the "Agreement" and hereby incorporated herein by reference) entered into between Seller and Buyer, Buyer has agreed to deliver to Seller an undertaking pursuant to which Buyer will assume and agree to pay, perform and discharge certain of Seller's obligations in connection with the Assets and Business being assigned and transferred under the Agreement; and NOW, THEREFORE,

In consideration of the premises, and other good and valuable consideration delivered by each of the parties hereto to the other, Buyer agrees as of 10 o'clock A.M. Eastern Standard Time, November 19, 1974 as follows:

(1) To pay, perform and discharge all of Seller's trade accounts payable applicable to the HD-PE business as they exist on the date hereof but only with respect to materials delivered and services rendered to the date hereof and Seller's obligations to the extent and only to the extent they accrue after the date hereof (1) under all contracts and commitments pertaining to the assets and business of the Deer Park, Texas high density polyethylene facilities of Seller (a) reflected in the list referred to in Section 2.07 E of the Agreement, (b) entered into in the ordinary course of business subsequent to the dates contained in said list for purchase of the therein specified types of raw materials, goods and services, (c) for other purchases in the ordinary course of business involving

payments in the case of any contract or commitment of less than \$100,000 and (d) for the sale of finished products in the ordinary course of business (regardless of when the agreement or commitment for such sale arose) and (ii) under such further leases and contracts and other commitments as may be listed in Exhibit B to the Agreement (all of such obligations assumed by Buyer referred to herein as the "Liabilities").

(2) Notwithstanding anything to the contrary, with the exception of the liabilities assumed in the previous paragraph, Buyer shall be under no obligation to, and shall not be deemed to, assume any obligation or liability of Seller, whether or not accrued or disclosed, including, without limitation, obligations or liabilities (i) for legal or accounting fees, taxes or any other expenses or charges arising out of the transactions contemplated by the Agreement; (ii) accruing before, on or after the Closing Date, under any contracts, agreements or other arrangements of Seller which are not assigned to and assumed by Buyer (subject to the first proviso contained in Section 4.36 of the Agreement); (iii) under any contracts or commitments which are required to be included in Exhibits or lists provided for in the Agreement but which are not so included; (iv) for any violation of any contractual obligation or any law, governmental rule or regulation; (v) in respect of products shipped prior to the date hereof, whether as a result of warranties, guarantees or customer or third party claims or otherwise; or (vi) incurred for or with respect to taxes based upon or measured by income for any period.

(3) With respect to obligations and liabilities specifically assumed by Buyer hereunder, Buyer agrees to, and does hereby, indemnify and hold harmless Seller against and in respect of any and all claims, losses, expenses, costs, obligations

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and liabilities which may arise or result from any obligations or liabilities of Buyer specifically assumed hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Undertaking to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

Attest:

CELANESE CORPORATION

[Signature]
Secretary



By *[Signature]*

Witness or Attest:

SOLTEX POLYMER CORPORATION

[Signature]

By *[Signature]*
T

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7660-9

Nº 152386

FIFTY-FIVE WALL STREET, NEW YORK, N. Y., 10015

DATE 11/19/74

022

$$\begin{array}{r} 1-120 \\ \hline 210 \end{array}$$

PAY TO THE
ORDER OF_

CELANESE CORPORATION

~~EIGHTEEN MILLION SEVEN HUNDRED TWENTY EIGHT THOUSAND~~
DOLLARS & 00/100

×\$1A,72A,000.00×
AMOUNT

TO THE FEDERAL RESERVE BANK
OF NEW YORK


AUTHORIZED SIGNATURE

1:02101101201:

015862

PROMISSORY NOTE

\$ 56,934,000

November 19, 1974

For value received, the undersigned promises to pay to the order of Celanese Corporation at the office of First National City Bank, 399 Park Avenue, New York, New York 10017 on March 31, 1976, the sum of ^{FIFTY SIX MILLION NINE HUNDRED} AND THIRTY FOUR THOUSAND ^{DOLLARS} (\$56,934,000), in immediately available funds, together with interest thereon from the date hereof, payable at maturity and on the last day of each intervening calendar quarter, commencing December 31, 1974, at a rate per annum (based, as the case may be, on a three hundred sixty-five (365) or three hundred sixty-six (366) day year) equal to the best commercial lending rate charged to the most substantial commercial borrowers by First National City Bank in New York on each day multiplied by 1.2 (the "Rate"), with any change in the Rate to take effect on the announced effective date of any change in such best commercial lending rate.

The makers, endorsers, sureties, guarantors and assignors of this note severally waive demand, presentment for payment, protest and notice of protest and of non-payment and agree and consent that the time for payment may be extended, or this note or any portion of the indebtedness then due hereon may be from time to time and for any term or terms extended or renewed by agreement between the holder and any of them without notice to any other parties and that after each such extension or renewal, the liabilities of all parties shall remain as if each party hereto had consented thereto.

If any installment of interest hereon be not paid when due (whether by acceleration, extension or otherwise) or any party hereto should make, or attempt to make, any assignment for the benefit of creditors, die, be adjudged to be insolvent or unable to pay his debts as they mature or any receiver, trustee, liquidator, custodian or like officer be appointed to

015863

take custody, possession or control of any property of any party hereto or any attachment, levy, garnishment or like process become effective with respect to any collateral or security for this note, the holder may, by written notice delivered to the maker, declare all of the indebtedness evidenced hereby to be immediately due and payable. From and after maturity (whether by acceleration, extension or otherwise) this note shall bear interest at a rate per annum (based, as the case may be, on a three hundred sixty-five (365) or, a three hundred sixty-six (366) day year) equal to the best commercial lending rate charged to the most substantial commercial borrowers by First National City Bank in New York on each day multiplied by 1.4 (the "Maturity Rate"), with any change in the Maturity Rate to take effect on the announced effective date of any change in such best commercial lending rate.

This Note may be prepaid in whole or in part at any time and from time to time without penalty but with accrued interest on the principal prepaid.

If default be made in the payment of any of the principal or interest of the indebtedness evidenced hereby and this Note be placed with attorneys for collection, the parties hereto severally agree to pay, in addition to all unpaid principal and interest, reasonable attorney fees. The word "parties" or "any party hereto" shall include makers, endorsers, sureties, guarantors and assignors.

The maker agrees at any time and from time to time, at its expense, at the written request of the holder and upon surrender of this Note for such purpose, to issue new notes in exchange therefor in the denominations of \$1,000,000 or any multiple thereof specified by the holder, in an aggregate principal amount equal to the unpaid principal amount of the note or notes so surrendered, having the identical terms of this Note except for the appropriate principal amount, and bearing interest from the date to which interest has been paid on the note or notes so surrendered.

At the option of the maker, this Note will be exchanged by the holder for a note of identical terms issued as maker by a special purpose leasing company to which the maker shall have sold and leased a substantial part of its assets, provided there is delivered to the holder of the substituted note guarantees of the maker hereof and the parent company of the maker in the form of the guaranty of this Note by said parent set forth below.

Soltex Polymer Corporation
(Name of maker)

By: /s/ C. Lautrel

GUARANTEE

OF

SOLVAY & CIE, S.A.

FOR VALUE RECEIVED, SOLVAY & CIE, S.A., a corporation duly organized and existing under the laws of Belgium (herein called the "Guarantor"), hereby unconditionally guarantees to the holder of the Note upon which this Guarantee is endorsed the due and punctual payment of the principal of and interest on said Note, when and as the same shall become due and payable, whether at maturity, upon redemption or otherwise, according to the terms thereof. In case of the failure of the maker, or any successor thereof (herein called the "Company") punctually to pay any such principal or interest, the Guarantor hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at maturity, upon redemption or otherwise, and as if such payment were made by the Company. The Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity,

regularity or enforceability of said Note, the absence of any action to enforce the same, any waiver of consent by the holder of said Note with respect to any provisions thereof, the recovery of any judgment against the Company or any action to enforce the same, any consolidation, merger, conveyance or transfer by the Company or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. The Guarantor hereby waives, with respect to said Note or the indebtedness evidenced thereby, diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in said Note and in this Guarantee.

The Guarantor further agrees that the Note may be extended, renewed, modified, amended or supplemented, in any manner, in whole or in part, without notice or further assent from it, and that it will remain bound upon this Guaranty notwithstanding any such extension, renewal, modification, amendment or supplement to the Note.

The obligations of the Guarantor hereunder shall not be affected by (i) the failure of Celanese Corporation ("Celanese") to assert any claim or demand or to enforce any right or remedy against the Guarantor or the Company under the provisions of the Note or of any related agreement or otherwise; (ii) any extension or renewal of any thereof; or (iii) any rescission, waiver, modification, amendment or supplement of any of the terms or provisions hereof or the Note or of any related agreement.

The obligations of the Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including without limitation, any claim or waiver, release, surrender, alternation or compromise, and shall not be subject to any defense or setoff, counterclaim,

recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any related Agreement, or the acceptance of the Note thereunder, or otherwise. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of Celanese to assert any claim or demand or to enforce any remedy hereunder or under the Note or any related agreement, by any waiver or modification thereof, by any default, failure or delay, willful or otherwise, in the performance of the Company's obligations under the Note, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of the Guarantor or might otherwise operate as a discharge of the Guarantor as a matter of law.

The Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on the Note is rescinded or must otherwise be restored by Celanese upon the bankruptcy or reorganization of the Company or otherwise. In furtherance of the foregoing and not in limitation of any other right which Celanese may have at law or in equity against the Guarantor by virtue hereof, upon failure of the Company to pay any instalment of principal of and/or interest on the Note when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Guarantor hereby promises, and will, upon receipt of written demand by Celanese addressed to Guarantor, Rue du Prince Albert 33, Brussels, Belgium, forthwith pay, or cause to be paid, to Celanese in cash, an amount equal to the sum of the unpaid principal amount, the accrued and unpaid interest and all other monetary obligations of the Company to Celanese, under the terms of the Note.

Each reference herein to Celanese shall be deemed to include the holder from time to time of the Note on which this

Guarantee is endorsed, or its successors and assigns, in whose favor the provisions of this Guaranty shall also inure. Each reference herein to the Guarantor shall be deemed to include the successors and assigns of the Guarantor, all of whom shall be bound by the provisions of this Guaranty.

No delay on the part of Celanese in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the Guarantor shall be deemed to be a waiver of the obligation of the Guarantor or of the right of Celanese to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing and signed by the parties hereto nor shall any such waiver be applicable except in the specific instance for which given.

The Guarantor further agrees that if at any time the Company shall issue notes upon surrender of the attached note, it will execute another guaranty in identical terms hereof.

This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of New York and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State; and no defense given or allowed by the laws of any other State or country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the State of New York.

Solvay American Corporation, a corporation doing business in the City and State of New York, United States of America and having an office at 609 Fifth Avenue in the Borough of Manhattan in the City of New York is hereby designated and irrevocably appointed as the authorized agent of Guarantor to accept and acknowledge on behalf of the Guarantor service of any and all process which may be served in any legal suit, action or proceeding which may be instituted in any State or Federal Court in the State of New York arising out of or relating to the Guaranty herein.

or hereafter to the laying of the venue of any such suit, action or proceeding and irrevocably submits to the jurisdiction of any such Court in any such suit, action or proceeding and agrees that the service of process upon the said Solvay American Corporation at its said office and written notice of said service to the Guarantor mailed by prepaid certified air mail or delivered to the Guarantor, Rue du Prince Albert 33, Brussels, Belgium, (or to such other address as the Guarantor shall notify Celanese), attention of The Secretary, shall be deemed in every respect effective service of process upon the Guarantor in any such suit, action or proceeding and shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State or New York, and that any such service of process shall be of the same force and validity as if service were made upon it according to the laws governing the validity and requirements of such service in such State and waives all claim of error by reason of any such service.

SAID designation and appointment shall be irrevocable until the Guarantor's obligations under the Guaranty shall have wholly terminated. Said designation and appointment shall become effective upon delivery of the Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed by its duly authorized officers all as of the day and year first above written.

*En-garde: le 10 novembre 1974 -
celanese a été informé par
la presse que le 10 novembre
1974 on avait signé une garantie*

SOLVAY & CIE, S.A. *conscience de
Bm four 1974
conscience de 10 millions
mille dollars 02 A*

By _____

[Seal]

[Signature]

[Signature]

(s) J. Solvay

Président

Accepted this 19th day of November, 1974

CELANESE CORPORATION

(s) E. Swolfe

ADMINISTRATEUR

MEMBRE DU COMITÉ EXECUTIF

By/s/ Robert A. Longman
Vice President

015869

GUARANTY dated as of November 19, 1974 of
SOLVAY & CIE., S.A., domiciled in Brussels,
Belgium (hereinafter called the Guarantor),
in favor of CELANESE CORPORATION, a Delaware
corporation with offices in New York, New York
(hereinafter called Celanese), its successors
and assigns.

The Guarantor owns, beneficially and of record, 100%
of the issued and outstanding common stock of Soltex Polymer
Corporation, a Delaware corporation (hereinafter called the
Company). In order to induce Celanese to enter with the Company
into agreements each dated the date hereof known as the Purchase
and Sale Agreement, the Ethylene Supply Contract, the HD-PE
Conversion Contract and the Nylon Plant Operating Agreement
(hereinafter collectively called the Agreements), the Guarantor
hereby agrees as follows:

The Guarantor guarantees the performance by the Company
of the Company's obligations under the Agreements in accordance
with and subject to their terms.

The Guarantor further agrees that this Guaranty constitutes
a guaranty of payment and performance and not of collection,
and waives any right to require that any resort be had by
Celanese to any other monetary obligations of the Company to
Celanese or that Celanese first enforce any of its rights against
the Company.

Each reference herein to Celanese shall be deemed to
include (and to exclusively include) Celanese and the successors
and assigns of substantially all of the business and assets of
that portion of Celanese now known as Celanese Plastics Company,
in whose favor the provisions of this Guaranty shall also inure.
Each reference herein to the Guarantor shall be deemed to include
the successors and assigns of the Guarantor, all of whom shall
be bound by the provisions of this Guaranty.

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This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of New York and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State; and no defense given or allowed by the laws of any other State or country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the State of New York.

Solvay American Corporation, a corporation doing business in the City and State of New York, United States of America and having an office at 609 Fifth Avenue in the Borough of Manhattan in the City of New York is hereby designated and irrevocably appointed as the authorized agent of Guarantor to accept and acknowledge on behalf of the Guarantor service of any and all process which may be served in any legal suit, action or proceeding which may be instituted in any State or Federal Court in the State of New York arising out of or relating to the Guaranty herein.

The Guarantor waives any objection which it may have now or hereafter to the laying of the venue of any such suit, action or proceeding and irrevocably submits to the jurisdiction of any such Court in any such suit, action or proceeding and agrees that the service of process upon the said Solvay American Corporation at its said office and written notice of said service to the Guarantor mailed by prepaid certified air mail or delivered to the Guarantor, Rue du Prince Albert 33, Brussels, Belgium, (or to such other address as the Guarantor shall notify Celanese), attention of The Secretary, shall be deemed in every respect effective service of process upon the Guarantor in any such suit, action or proceeding and shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of New York, and that any such service of process shall be of the same force and validity as if service

were made upon it according to the laws governing the validity and requirements of such service in such State and waives all claim of error by reason of any such service.

SAID designation and appointment shall be irrevocable until the Guarantor's obligations under the Guaranty shall have wholly terminated. Said designation and appointment shall become effective upon delivery of the Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed by its duly authorized officers all as of the day and year first above written.

SOLVAY & CIE, S.A.

[Seal]

Accepted this 19th day of November, 1974
CELANESE CORPORATION

By

Vice President

By

Solvay
S.A.

015872

SULLIVAN & CROMWELL

NEW YORK TELEPHONE (212) 952-8100
TELEX 62694 (INTERNATIONAL), (27816 DOMESTIC)
CABLE ADDRESS LADYCOURT, NEW YORK

48 Wall Street, New York 10005

250 PARK AVENUE, NEW YORK 10017
17, AVENUE MATHISON, 75008 PARIS
21 IRONHONGER LANE, LONDON EC2V 8JS

November 19, 1974

Celanese Corporation,
1211 Avenue of the Americas,
New York, N.Y. 10036

Dear Sirs:

In connection with the sale by the Celanese Corporation, a Delaware corporation (the "Seller"), to Soltex Polymer Corporation, a Delaware corporation (the "Buyer"), of Seller's Deer Park, Texas high density polyethylene (HD-PE) facilities together with certain related assets and liabilities of Seller, we, as counsel for the Buyer, have examined such corporate records, certificates and other documents, including the Purchase and Sale Agreement (the "Agreement"), the Ethylene Supply Contract, the Conversion Agreement, the Nylon Plant Operating Agreement and the Promissory Note to be delivered pursuant to the Agreement, all dated the date hereof, and have reviewed such questions of law as we have considered necessary or appropriate for the purposes of this opinion, and upon the basis of such examination and review advise you that, in our opinion:

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- (1) Buyer is a corporation duly organized, validly existing and in good standing under the

Celanese Corporation.

-2-

laws of the State of Delaware, with full power and authority to carry out the transactions contemplated under the "Agreement".

(2) The Agreement, the Nylon Plant Operating Agreement, the Conversion Agreement and the Ethylene Supply Contract have been duly authorized, executed and delivered by Buyer and constitute valid and binding obligations of Buyer in accordance with their terms.

(3) The Promissory Note to be delivered to Seller by Buyer has been duly authorized and when executed and delivered in conformity with the terms of the Agreement will be a valid and binding obligation of Buyer in accordance with its terms.

Very truly yours,


SULLIVAN & CROMWELL

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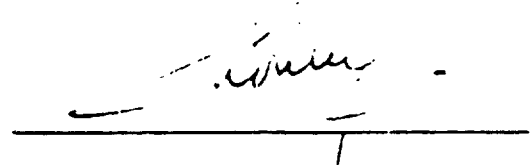
November 19, 1974

Celanese Corporation
1211 Avenue of the Americas
New York, New York 10036

Gentlemen:

As additional consideration for the assignment of all rights, title and interest in and to the trademarks and trademark registrations and applications therefor ("Trademarks") listed in Schedule A of an Assignment of Trademarks, from CELANESE CORPORATION to SOLTEX POLYMER CORPORATION, dated November 19, 1974 together with the good will of the business symbolized by said Trademarks, SOLTEX POLYMER CORPORATION hereby agrees that in the event Solvay discontinues use of the Trademarks, it shall not assign said Trademarks to anyone without first offering to assign said Trademarks to CELANESE CORPORATION, granting CELANESE CORPORATION the right of first refusal.

SOLTEX POLYMER CORPORATION



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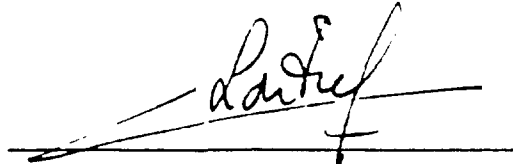
November 19, 1974

Celanese Corporation
1211 Avenue of the Americas
New York, New York 10036

Gentlemen:

As additional consideration for the assignment of all rights, title and interest in and to the trademarks and trademark registrations and applications therefor ("Trademarks") listed in Schedule A of an Assignment of Trademarks, from CELANESE CORPORATION to SOLTEX POLYMER CORPORATION, dated November 19, 1974 together with the good will of the business symbolized by said Trademarks, SOLTEX POLYMER CORPORATION hereby agrees that in the event Solvay discontinues use of the Trademarks, it shall not assign said Trademarks to anyone without first offering to assign said Trademarks to CELANESE CORPORATION, granting CELANESE CORPORATION the right of first refusal.

SOLTEX POLYMER CORPORATION



015876

ETHYLENE SUPPLY CONTRACT

CELANESE CORPORATION
NEW YORK, NEW YORK

AS SELLER

AND

SOLTEX POLYMER CORPORATION

AS BUYER

015877

PURCHASE AND SALE AGREEMENT

AGREEMENT, dated as of November 19, 1974, between
SOLTEX POLYMER CORPORATION, a Delaware
corporation ("Buyer"), CELANESE CORPORATION, a Delaware cor-
poration with executive offices in New York, New York ("Seller"),
and SOLVAY & CIE., S.A., organized in Belgium ("Solvay"),

W I T N E S S E T H:

WHEREAS, Seller desires to sell and Buyer desires to
purchase, subject to the terms and conditions herein set forth,
the Deer Park, Texas high density polyethylene (HD-PE) facilities
together with certain related assets and liabilities of Seller;
and

WHEREAS, Solvay owns all of the outstanding common stock
of Buyer;

NOW, THEREFORE, in consideration of the premises and
the respective representations, warranties, agreements and con-
ditions herein set forth, Seller, Buyer and Solvay hereby agree
as follows:

I. Purchase and Sale of Assets.

1.01 Subject to the terms and conditions of this
Agreement, on the Closing Date hereinafter referred to, Seller
will assign, transfer and deliver to Buyer, all by a deed in
the form of Schedule I, an indenture of transfer substantially
in the form of Schedule II, and other appropriate instruments of
transfer satisfactory to Buyer, the following: (a) the items set forth
or identified in Exhibit A (the "Scheduled Assets"); and (b) all then
existing inventories, supplies, equipment, tools, and all
receivable, claims, franchises, licenses, leases, data, business
correspondence and records relating to operations, procurement,
credit, inventory, pricing, costs, contracts, production,

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technology and commercial relations and all other properties, assets, documents and other interests situated at or pertaining to the Deer Park, Texas HD-PE facilities of Seller or then existing HD-PE business of Seller, other than Scheduled Assets, whether or not carried at value on the books of Seller and whether or not in the possession of Seller or others, but excluding (1) all tax refunds, cash and prepaid and deferred items except as set forth in Exhibit A-1 hereto; (2) such other items as are set forth in Exhibit A-2 hereto; (3) stores and supplies for use exclusively at Seller's nylon plant in Deer Park, Texas stored in common with those for use at HD-PE facilities and (4) all of Seller's rights to insurance and indemnity against any liability of Seller not assumed by Buyer hereunder (all items being so assigned, transferred and delivered other than the "Scheduled Assets" being referred to herein as the "Unscheduled Assets"; the Scheduled and Unscheduled Assets being herein collectively referred to as the "Assets").

After the Closing, the Buyer shall have the right and authority to collect for the account of the Buyer, all receivables (except those reassigned to Seller under Section 2.08) and other items which shall be transferred to Buyer as provided herein, and to endorse with the name of the Seller any checks received on account of such receivables or other items. The Seller agrees that it will transfer and deliver to the Buyer any cash or other property that the Seller may receive in respect of such receivables or other items so transferred to Buyer.

1.02 On the Closing Date, Buyer will deliver to Seller an undertaking in the form of Schedule III pursuant to which Buyer will assume and agree to pay, perform and discharge all of Seller's trade accounts payable applicable to the HD-PE business as they exist on the Closing Date but only with respect to materials delivered and services rendered to the Closing Date and Seller's obligations to the extent and only to the extent they accrue after the Closing Date (1) under all contracts and commitments pertaining to the assets and business of the Deer Park,

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Texas HD-PE facilities of Seller (a) reflected in the lists referred to in Section 2.07E, (b) entered into in the ordinary course of business subsequent to the dates contained in said list for purchase of the therein specified types of raw materials, goods and services, (c) for other purchases in the ordinary course of business involving payments in the case of any contract or commitment of less than \$100,000 and (d) for the sale of finished products in the ordinary course of business (regardless of when the agreement or commitment for such sale arose) and (2) under such further leases and contracts and other commitments as may be listed in Exhibit B hereto, (all such obligations to be assumed by Buyer being referred to herein as the "Liabilities"). Anything herein to the contrary notwithstanding, with the exception of the Liabilities assumed pursuant to this Section 1.02, Buyer shall be under no obligation to, and shall not be deemed to, assume any obligation or liability of Seller, whether or not accrued or disclosed, including, without limitation, obligations or liabilities (i) for legal or accounting fees, taxes or any other expenses or charges arising out of the transactions contemplated by this Agreement; (ii) accruing before, on or after the Closing Date, under any contracts, agreements or other arrangements of Seller which are not assigned to and assumed by Buyer (subject to the first proviso contained in Section 4.06); (iii) under any contracts or commitments which are required to be included in Exhibits or lists provided for herein but which are not so included; (iv) for any violation of any contractual obligation or any law, governmental rule or regulation; (v) in respect of products shipped prior to the Closing Date, whether as a result of warranties, guarantees or customer or third party claims; or otherwise; or (vi) incurred for or with respect to taxes based upon or measured by income for any period. Seller agrees to retain and hereby does retain all of its obligations and

liabilities other than those specifically assumed by Buyer pursuant to this Section 1.02 and agrees to, and does hereby, indemnify and hold harmless Buyer against and in respect of any and all claims, losses, expenses, costs, obligations and liabilities which may arise or result from any obligations or liabilities of Seller that are not specifically assumed by Buyer hereunder.

1.03 The purchase price to be paid by Buyer to Seller (the "Purchase Price") shall be determined and allocated as follows: (a) for the Scheduled Assets, the purchase price shall be \$70 million and (b) for the Unscheduled Assets, the purchase price shall be an amount equal to the sum of (i) the face amount of the accounts receivable included in the Assets, (ii) the book value of the prepaid and deferred items included in the Assets, and (iii) Seller's "actual cost" for inventories included in the Assets determined as hereinafter provided minus the Liabilities.

A physical inventory shall be conducted as of the Closing Date and observed by representatives of Seller and by Arthur Young & Co., independent accountants for Buyer (the "Buyer's Accountants"). Seller's "actual cost" for purposes of determining the Purchase Price shall be determined in accordance with the following: raw material supplies and mechanical stores inventory shall be priced at invoice cost to Seller, and work in process and finished product inventory shall be priced at Seller's current actual production costs (standard cost plus depreciation plus or minus variances from standards to actual) in accordance with generally accepted accounting principles, provided that all inventories shall consist only of items of a quality and quantity usable and salable in the normal course of Seller's HDPE business and all items of obsolete or unusable materials shall be written off or written down to realizable market value.

In the event the Seller's representatives and the Buyer's Accountants are in disagreement with respect to determination of cost in accordance with the preceding paragraph or to any auditing or accounting method, standard or procedure used or proposed to be used in determining such cost, such disagreement shall be resolved by another accounting firm of recognized standing, which accounting firm shall be selected by the Seller and the Buyer's Accountants. The determination of such other accounting firm will be final and binding on the parties.

The fees of the Buyer's Accountants shall be borne by Buyer, and the fees of said other accounting firm shall be borne equally by Seller and Buyer.

1.04 The closing shall take place in New York City, at the offices of Seller, 1211 Avenue of the Americas, on November 19, 1974 at 10:00 A.M. (the "Closing Date"). At the closing, Seller shall deliver to Buyer the instruments of transfer referred to in Section 1.01, and Buyer shall deliver to Seller the undertaking referred to in Section 1.02. Concurrently therewith, Buyer shall also deliver to Seller its note (the "Note") and guarantee thereof, in the forms set out in Exhibit C hereto and dated the Closing Date, in a principal amount equal to 75% of the Provisional Purchase Price and an official bank check in Federal Funds in the amount of 25% of the Provisional Purchase Price minus \$250,000. The Provisional Purchase Price shall be the sum of the amount specified in clause (a) of Section 1.03 plus the amount shown on a balance sheet delivered by Seller at the closing as representing the estimated amount of the purchase price under clause (b) of Section 1.03.

Within 10 business days following the establishment of the Purchase Price, adjustments shall be made so that the Note represents 75% of the Purchase Price and cash payment equals 25% of the Purchase Price minus \$250,000.

1.05 All 1974 personal property taxes payable by Seller with respect to the Assets, and all 1974 real property taxes payable by Seller on the real property included in the Assets, shall be prorated as of the Closing Date.

II. Seller's Representations and Warranties.

Seller represents and warrants to, and agrees with, Buyer as follows:

2.01 Seller is a corporation duly organized, lawfully existing and in good standing under the laws of the State of Delaware, with full power and authority (corporate and other) to carry out the transactions contemplated by this Agreement.

2.02 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with or result in any breach of any of the terms or conditions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the Assets, under the charter or by-laws of Seller or any judgment, mortgage, order, decree or any agreement or instrument to which Seller is a party, by which it is bound or of which it or any of the Assets is the subject. No consents are required for the transfer to Buyer of any of the Assets except as shown in Exhibit B-1.

2.03

A. Seller has good and marketable title in fee simple to all of its real properties, and good marketable title to all its other properties, included in the Assets, free and clear of all mortgages, liens, pledges, charges, easements or encumbrances of any nature whatsoever, except (i) as listed in Exhibit D which matters do not materially interfere with the present use of the property subject thereto or affected thereby, or otherwise materially impair business operations, (ii) the lien of current taxes, payments of which are not yet delinquent, and (iii) such imperfections in title and easements and encumbrances, if any,

as are not substantial in character, amount or extent and do not materially detract from the value, or interfere with the present use, of the property subject thereto or affected thereby, or otherwise materially impair business operations.

B. All leases included in the Assets are in good standing and valid and effective in accordance with their respective terms, and there is not under any thereof any existing default or any event which with notice or lapse of time would constitute a default.

C. The Assets (together with all applicable items listed in Exhibit A-2) constitute all of the properties and assets held by Seller or used by it in its HD-PE business, including, without limitation all such properties and assets as are reflected on the books of Seller as of the Closing Date.

D. The inventory included in the Assets is of a quantity and quality adequate to meet contractual requirements.

E. The buildings and other fixed assets and the machinery and equipment which are a part of the Assets are well maintained and are in good repair and operating condition. Upon the sale, assignment, transfer and delivery of the Assets to Buyer hereunder, there will be vested in Buyer good and marketable title thereto, free and clear of all liens, encumbrances, equities, claims and obligations to other persons of whatever kind and character except as stated in clauses (i), (ii) and (iii) of this Section 2.03.

2.04 All contracts and commitments for the purchase of raw materials, goods and services and the sale of finished products included in the Liabilities were made in the ordinary course of business and are, as to price and quantity, consistent with the ordinary course of the business heretofore conducted or projected by Seller at its Deer Park, Texas HD-PE facilities. Seller is not in default in the performance, observance or fulfillment of any of the terms, provisions or conditions of any contract or commitment to be assigned to Buyer hereunder.

2.05 Except as disclosed in Schedule IV, to the best of Seller's knowledge and belief Seller is not in default in respect of, or conducting its business at its Deer Park, Texas

HD-PE facilities in violation of, any applicable law or regulation or order of any governmental authority, and, without limitation, the Assets, and the use thereof, comply with all applicable zoning, occupational safety and environmental protection laws and regulations. There are no claims, actions, proceedings or investigations involving or asserting default or violations of the types covered by the preceding sentence and to Seller's knowledge none are threatened, except as disclosed in Schedule IV. To the best of its knowledge and belief, Seller is not in operations connected with its Deer Park, Texas HD-PE facilities infringing upon any patent, copyright, trademark, service mark, trade name or license of others. Except as disclosed in Schedule IV, there is no order, writ, injunction, decree or demand of any court or of any federal, state, municipal or other governmental agency or department relating to Seller's HD-PE business or to the Assets. Seller has all valid and effective licenses, permits or other governmental authorizations which are material and which are required for the present conduct of its HD-PE business and none of them require any action for Buyer to be able to conduct such business.

2.06 Except as disclosed in Schedule V there are, and at the Closing Date will be, no actions or proceedings pending by or against Seller before any court, agency or arbitrator and there are no threatened or imminent litigations, government investigations or claims of patent infringement which could adversely and materially affect the value of the business or assets transferred by this Agreement. Seller is not involved in, threatened with or affected by any labor dispute in its HD-PE business, no material work stoppage has occurred in such business or is threatened and no representation questions exist in respect of such business.

2.07 Seller has delivered to Buyer complete and correct lists of the following:

- A. All real property owned or leased by Seller and included in the Assets, together with a general description of the real property and title

insurable policies with respect thereto and a true copy of the leases and policies referred to in such list.

B. All letters patent, patent applications, copyrights, trademarks, service marks, trade names and licenses and rights in any thereof, used or held for use in the HD-PE business of Seller, whether or not owned by Seller, and all technical assistance, know-how, or engineering consulting agreements, and employee agreements regarding inventions and copyrights, to which Seller is a party relating to such business.

C. All bonus, incentive compensation, profit sharing, retirement, pens on, group insurance, death benefits or other fringe benefit plans, trust agreements or arrangements of Seller relating to the HD-PE business of Seller, together with a true copy of each item referred to in each list.

D. All collective bargaining agreements, consulting agreements and employment and compensation agreements relating to employees engaged in the HD-PE business conducted by Seller, together with a true copy of each item referred to in each list.

E. A summary as at a date within 30 days of the date hereof in respect of Seller's HD-PE business of (i) all contracts or commitments for the purchase of gas, isobutane, pentane and cyclohexane, (ii) for the acquisition of property, plant and equipment and (iii) for all other purchases which involve future payments by Seller of more than \$100,000, together with a true copy of each.

F. A summary as at a date within 30 days of the date hereof of all contracts or commitments for conversion of ethylene into polyethylene and for the sale of products of the Deer Park, Texas HD-PE facilities which involve a sale price of more than \$100,000 or performance of which extends beyond twelve months from the date hereof and of all outstanding bids or quotations which, if they become contracts, would be covered by the foregoing, together with a true copy of each.

G. All dealer, distributor, sales representation and advertising contracts pertaining to Seller's HD-PE domestic business, together with a true copy of each.

H. A summary of Seller's pending capital appropriations pertinent to the Deer Park, Texas HD-PE facilities, showing project amount, schedule and status.

2.08 If the accounts receivable included in the Assets are not collected at their face amount within 90 days from the Closing Date, Buyer may notify Seller that specified accounts receivable (or specified portions thereof) have not been collected despite reasonable efforts by Buyer; forthwith upon the giving of such notice Seller shall pay to Buyer in cash the amount specified in such notice. The making of "reasonable efforts" shall not be deemed to require the institution by Buyer of any legal action, suit or proceeding of any character. Upon payment by Seller as aforesaid, Buyer will, upon request of Seller, reassign such accounts receivable to Seller.

2.09 Except for the shutdown of (i) the California pellet mill due to a change in product and the temporary shutdown of pentane reactors R-601 and R-602 due to (a) unavailability of adequate quality pentane, (b) the ethylene shortage and (c) required mechanical changes for safety reasons and (ii) the Solution Plant North Train due to the ethylene shortage, since December 31, 1973 there has not been, and to the Closing Date there will

not be any material adverse change in or event affecting any material asset pertinent to Seller's HD-PE business. Prior to the Closing Date, Seller will carry on its HD-PE business in the ordinary course, and will not, without the prior consent of Buyer, make any commitment, expenditure or change in operations, plant or inventory or salary or wage level except in the ordinary course of business. Seller will use its best efforts (i) to maintain and preserve the business organization of the HD-PE business of Seller intact; (ii) retain its present employees related thereto so that they will be available to Buyer on and after the Closing Date; and (iii) Seller, to the extent requested by Buyer, will use its best efforts to persuade its employees engaged in the HD-PE business to become employees of Buyer on and after the Closing Date and will not thereafter without consent of Buyer offer employment to such employees, unless such employees are involuntarily terminated or laid off without expectation for recall.

2.10 Seller is the sole owner, free and clear of all liens, encumbrances and claims of others, of the inventions covered by the patents and patent applications set forth in the list furnished pursuant to Section 2.07B except as set forth in said list. Except with respect to rights Seller has under an agreement dated January 1, 1971 with Phillips Petroleum Company relating to technical information developed and patent applications filed by Phillips on and after September 7, 1974 and relating to polyolefin process, resin modification and polyolefin resins, the Assets include all patent rights and technological data required for the effective conduct of Seller's HD-PE business as presently conducted. The rights and data which are included in the Assets can be used by Buyer from and after the Closing Date without known conflict with the rights of others and without payment to others.

2.11 Prior to the Closing Date, Seller will permit Buyer, subject to confidentiality obligations from Seller to third parties, to have full access to all properties, records and documents of Seller, and will furnish to Buyer such financial, commercial, operating and other information with respect to the

business and properties of Seller, as Buyer may request and as may be related to the HD-PE business conducted by Seller, and will cooperate to the fullest extent to permit Buyer to make any investigations which Buyer may reasonably request.

2.12 Seller has not incurred any liability for brokerage fees or agents' commissions in connection with this Agreement or the transactions contemplated hereby.

2.13 Each of the representations and warranties of Seller contained in this Agreement will be true and correct as of the Closing Date with the same effect as if made on and as of such date.

2.14 This Agreement has been duly and validly authorized, executed and delivered by Seller and constitutes a valid and binding obligation of Seller in accordance with its terms.

2.15 The Ethylene Supply Contract, the HD-PE Conversion Contract, the Standby Natural Gas Agreement and the Nylon Plant Operating Agreement hereinafter referred to when delivered to Buyer at the closing will have been duly and validly authorized, executed and delivered by Seller and will constitute valid and binding obligations of Seller in accordance with their terms.

2.16 Unaudited plant fixed costs as classified by and incurred by Seller during the year 1973 in respect of the Deer Park, Texas HD-PE facilities were approximately \$7,412,000 excluding depreciation.

2.17 Except as indicated in Exhibit H, there are no legal or administrative proceedings pending nor any negotiations in process nor any notices received by Seller which could adversely affect in terms of quantity or price the supply of water, gas or electricity to the HD-PE plant.

2.18 Property taxes to the City of LaPorte applicable to the real property included in the Assets are governed by an agreement between Seller and LaPorte, a true copy of which has been furnished to Buyer.

2.19 HD-PE production at Deer Park is presently at a level requiring 230,000,000 pounds of ethylene per year (excluding Celanese Pipin System requirements). Without reference to the transaction contemplated by this Agreement, Seller had determined to schedule reduction in production of HD-PE to the level permitted

by the use of 150,000,000 pounds of ethylene per year. Seller has scheduled to be operating at that level by January 1, 1975. Seller has notified all of its HD-PE customers of the schedule for reduction to 150,000,000 pounds and has advised them of deliveries to be expected by each when operations are at that level and Seller has furnished to Buyer a schedule showing the foregoing. Seller agrees to be responsible for all consequences of elimination

reduction of HD-PE supplies to any purchaser of HD-PE whether such elimination or reduction has been effected by the Closing Date or is effected by Buyer thereafter. Seller's responsibility pursuant to the preceding sentence shall not extend to a reduction to a particular customer effected by the voluntary act of Buyer (and not as a consequence of force majeure as defined in the Ethylene Supply Contract, difficulties in obtaining raw materials or utilities, legal requirements or factors beyond the reasonable control of Buyer) if such reduction reduces deliveries to said customer by more than 5% from the level heretofore noticed to said customer pursuant to the program recited in the fourth sentence of this Section. Seller agrees to, and does hereby, indemnify and hold harmless Buyer against all claims, suits, costs, damages, liability and expense in respect of the matters for which Seller assumes responsibility pursuant to the fifth sentence of this Section. To the extent that Seller is not responsible as a result of the provisions of the sixth sentence of this Section, Buyer agrees to, and does hereby, indemnify and hold harmless Seller against all claims, suits, costs, damages, liability and expense.

2.20 Seller is taking the Note without a view to distribution thereof. Seller agrees that it will not make disposition of the Note except in compliance with the applicable securities laws.

III. Buyer's and Solvay's Representations and Warranties.

Buyer and Solvay, jointly and severally, represent and warrant to, and agree with, Seller as follows:

3.01 Buyer is a wholly-owned subsidiary of Solvay and is a corporation duly organized, validly existing and in good ~~standing under the laws of the State of Delaware, and Solvay is a~~
societe anonime duly organized validly existing and in good standing

under the laws of Belgium, each with full power and authority (corporate and other) to carry out the transactions contemplated by this Agreement which are applicable to it.

3.02 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with or result in any breach of any of the terms or conditions of, or constitute a default under, the charter or by-laws of Buyer or Solvay or any agreement, instrument, order or decree to which Buyer or Solvay is a party or by which it is bound.

3.03 Neither Buyer nor Solvay has incurred any liability for brokerage fees or agents' commissions in connection with this Agreement or the transactions contemplated hereby and Buyer or Solvay will be solely responsible for compensation to Lazard Freres & Co. in connection herewith.

3.04 Each of the representations and warranties of Buyer and Solvay contained in this Agreement will be true and correct on and as of the Closing Date with the same effect as if made on such date and shall survive the closing.

3.05 This Agreement, the undertaking specified in Section 1.02, the Note, the guaranty of payment on the note, the HD-PE Conversion Contract, the Nylon Plant Operating Agreement, the guarantee referred to in Section 5.05 and the lease of the land upon which the nylon plant is situated have been duly and validly authorized, executed and delivered by Buyer and Solvay, respectively, and constitute valid and binding obligations of Buyer and Solvay, respectively, in accordance with their terms.

IV. Conditions Precedent to Buyer's Obligation.

The obligation of Buyer to consummate the transactions contemplated hereby is subject to the following conditions precedent, unless waived by Buyer:

4.01 The representations and warranties of Seller contained in this Agreement shall be true at and as of the Closing Date with the same effect as though such representations and warranties were made on and as of such date; all of the

agreements and conditions to be performed or satisfied by Seller hereunder at or prior to the Closing Date shall have been duly performed or satisfied; and Seller shall have furnished Buyer with such certificates and other documents evidencing the truth of such representations and warranties and the performance and satisfaction of such agreements and conditions as Buyer shall have reasonably requested.

4.02 Seller shall have furnished Buyer with a favorable opinion, dated the Closing Date, of Robert A. Longman, General Counsel of Seller, or Manuel Schultz, General Attorney of Seller (supplemented by, or in reliance upon the opinion of Head & Kendrick, Seller's Texas counsel) to the effect that:

A. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to carry out the transactions contemplated by this Agreement;

B. This Agreement, the Ethylene Supply Contract, the HD-PE Conversion Contract, the Nylon Plant Operating Agreement and the Standby Natural Gas Agreement have been duly authorized, executed and delivered by Seller and constitute valid and binding obligations of Seller in accordance with their terms; and

C. The instruments of transfer delivered by Seller are sufficient to consummate the transfer of the Assets to be delivered to Buyer hereunder and effectively vest in Buyer all of Seller's right, title and interest in and to the Assets as contemplated by this Agreement and no consents or waivers not obtained are required for effective transfer to Buyer of the Assets.

D. The documentation delivered pursuant to Section 4.09 is adequate, with respect to the permits covered

thereby, to permit Buyer to operate during the respective terms thereof the Deer Park, Texas facilities in the manner heretofore operated by Seller.

E. The property tax agreement with the City of LaPorte referred to in Section 2.13 will remain operative when the Assets are in the possession of Buyer.

Such opinion shall cover such other matters related to this Agreement and the transactions contemplated hereby as Buyer may reasonably request.

4.03 At or prior to the Closing Date, there shall not exist any litigation or administrative proceeding, pending or threatened, pertaining to the transactions contemplated by this Agreement.

4.04 Seller shall have executed and delivered to Buyer an Ethylene Supply Contract and an HD-PE Conversion Contract in the forms attached as Exhibits E and G and the Standby Natural Gas Agreement.

4.05 There shall have been delivered to Buyer an opinion of counsel dated the Closing Date in form and substance satisfactory to Buyer to the effect that the real property included in the Assets is owned in fee simple absolute subject to no mortgages, liens, pledges, easements, charges or encumbrances except those referred to in Section 2.03. In the event the opinion recites imperfections in title or easements or encumbrances other than those described in Section 2.03, the closing at Seller's option shall be postponed for not more than 30 days and in such event Seller shall be entitled within such time in . . . to cure such matter, and in the event Seller does not elect to cure such matter or attempts to cure such matter and is unable to do so prior to 30 days after the Closing Date, Buyer shall be entitled either (i) to decline to effect the purchase of the Assets and to terminate its further obligations under this Agreement or (ii) to effect the purchase of the Assets with no abatement of the purchase price.
--It is understood that Seller shall have no liability or obligation

whatever to Buyer for, with respect to, or growing out of, any defect, objection, mortgage, lien, pledge, charge, encumbrance, and encumbrance or other defect affecting real property not permitted by Section 2.03 and disclosed by the opinion, it being the intention that Buyer's sole remedy in such event is to decline to effect the purchase of the Assets and that, if Buyer elects to complete such sale, all such matters are thereby waived.

4.06 All consents, waivers, approvals, authorizations and other actions of any kind of governmental agencies or other parties required for the consummation of the transactions contemplated hereby and for the effective transfer to and enjoyment (without payment to third parties) by Buyer of the Assets shall have been duly and lawfully filed, given, obtained or taken and shall be effective, valid and subsisting, provided, however, that this condition shall be satisfied with respect to any third party consent which Seller cannot obtain without cost or obligation but as to the affected Asset of which Seller by continuing to perform as agent for Buyer can provide full enjoyment by Buyer of the benefits relating thereto without cost or liability on the part of Buyer additional to that required by its terms with respect to ownership of the affected Asset, but, provided further however, that there shall have been delivered to Buyer documentation, in form and substance satisfactory to it, of consents to assignment to Buyer or of substitution agreements with respect to the Seller's Licence Agreement with Phillips Petroleum Company dated September 1, 1965 as amended (and modifications satisfactory to Buyer amending Article VIII so as to make it inapplicable to Buyer), the contract dated October 1, 1971 relating to a supplemental supply of natural gas with Houston Pipe Line Company, Phillips Petroleum Company and Valley Pipe Line, Inc., and a license agreement dated July 1, 1965 with Monsanto Company.

4.07 At or prior to the Closing Date, there shall not have been declared in the United States or Belgium any banking moratorium, suspension of business by banks, general suspension of trading on stock exchanges or any change in applicable governmental regulations affecting foreign exchange transactions, credit

or investment which would prevent performance hereunder or materially and adversely affect Buyer or Solvay.

4.08 Buyer shall have made arrangements, satisfactory to it, for the retention in its employment of those employees of Seller wholly engaged in its HD-PE business who are necessary in terms of function and number for continuing effective conduct of the business. It is understood that Buyer will offer employment to all employees of Seller engaged in operations at the Deer Park, Texas facilities and to those employees on list dated November 18, 1974.

4.09 There shall have been delivered to Buyer documentation, in form and substance satisfactory to it, evidencing governmental action required for transfer to Buyer of governmental permits held by Seller applicable to the Deer Park, Texas facilities or the issuance of new permits to Buyer.

V. Conditions Precedent to Seller's Obligation.

The obligation of Seller to consummate the transactions contemplated hereby is subject to the following conditions precedent, unless waived by Seller:

5.01 The representations and warranties of Buyer contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date; Buyer shall have complied with or satisfied all covenants, covenants and conditions required by this Agreement to be performed, complied with or satisfied by it at or prior to the Closing Date; and there shall have been delivered to Seller on the Closing Date such certificates and other documents in respect to the foregoing and in compliance with this Agreement as Seller may reasonably request.

5.02 Buyer will have furnished to Seller favorable opinions, dated the Closing Date, of U.S. counsel for Buyer with respect to matters affecting Buyer and Solvay and counsel for Solvay with respect to matters affecting Solvay, to the effect that:

A. Buyer is a corporation duly organized,
validly existing and in good standing under
the laws of the State of Delaware,

and Solvay is a societe anonyme duly organized, validly existing and in good standing under the laws of Belgium, each with full power and authority to carry out the transactions contemplated by this Agreement;

B. This Agreement, the Nylon Plant Operating Agreement, the HD-PE Conversion Agreement, the Ethylene Supply Contract, and the guaranty by Solvay of Buyer's performance under each of them have been duly authorized, executed and delivered respectively by Buyer and Solvay and constitute valid and binding obligations of Buyer and Solvay respectively in accordance with their terms; and

C. The Note and the guarantee thereof have been duly authorized and when executed and delivered in conformity with the terms of this Agreement will be valid and binding obligations of Buyer and Solvay, respectively, in accordance with their terms.

D. Any governmental authorizations of the Kingdom of Belgium required for Solvay's execution, delivery and performance of the guarantees referred to in Section 5.02 B. and C. above have been obtained.

Such opinion shall cover such other matters related to this Agreement and the transactions contemplated hereby as Seller may reasonably request.

5.03 Buyer shall have executed and delivered to Seller a Nylon Plant Operating Agreement, and HD-PE Conversion Agreement in the forms attached as Exhibits F and G, and the other documents referred to in Section 3.05.

5.04 There shall have been executed by Solvay and delivered to Seller a guarantee in the form of Exhibit I.

VI. Insurance, Pension Plans and Benefits.

(a) Except as otherwise agreed to by the parties, at the closing, Seller will terminate all insurance coverages insofar as they pertain to the Assets or the Business transferred hereunder. The insurance coverages include without limitation - Fire (direct damage and business interruption), Boiler & Machinery (direct damage and business interruption), Inland Marine, Ocean Marine, Difference in Conditions, ~~r~~ excess Liability, Fidelity Insurance and Miscellaneous Bonds.

(b) The Celanese Retirement Income Plan ("CRIP") shall remain liable pursuant to the terms of CRIP to those employees referred to in the last sentence of Section 4.08 (the "Transferred Employees") who are vested under CRIP, for payment of benefits accrued prior to the Closing Date.

(c) Seller will provide for those Transferred Employees who are not vested under CRIP at the time of closing that benefit to which they would then have been entitled thereunder had they then vested thereunder, such benefit to be provided on terms and conditions similar to those applicable to vested benefits under the terms of CRIP as such terms exist on the Closing Date.

(d) It has been agreed by Seller and Buyer that the value of the accrued benefits up to the Closing Date and referred to in (b) and (c) above, calculated on a single premium basis is approximately \$1,133,000.00, of which approximately \$820,000 represents Seller's funding responsibility and approximately \$313,000 represents employee contributions prior to January 1, 1969.

(e) Seller hereby agrees to indemnify Buyer against any claims of Transferred Employees in respect of the liabilities and obligations of Seller described in subsections (b), (c) and (d) above.

VII. Seller's Services to Buyer.

For a period of two years from the Closing Date, Seller will provide to and perform for Buyer, to the extent requested by Buyer, all services presently used by Seller in the conduct of its HD-PE business, including, without limitation, administrative, personnel and employee relations, traffic, credit, cost accumulation and reporting, financial analysis

and reporting, billing, sales accounting, collection and adjustment, payroll processing, accounts payable, data processing and information systems, materials control, sales order entry and processing and procurement advice. With respect to technical service and research and development, Seller will provide at Buyer's request physical facilities including offices and laboratories and support services including physical testing, analytical analysis and mac lization (injection molding and extrusion), secretarial, administration and telephone services. Any damage to Seller's facilities, premises or apparatus caused by Buyer will be Buyer's responsibility. At Seller's Newark office until April 1, 1975 it will provide office space, secretarial and telephone services and sales administration support for marketing personnel of Buyer. For such services Buyer will pay to Seller its actual costs incurred in rendering the services actually used from time to time by Buyer. Such costs will be based upon a fair allocation of overhead of Celanese Plastics Company and Celanese Research Company incurred by the Seller in performing these services at the locations of Celanese Plastics Company and Celanese Research Company and shall not include Celanese Corporation executive overhead.

The functions of technical service and research and development pertaining to Seller's MD-PE business are presently performed at its offices in Summit, New Jersey; such functions will be performed by Seller for Buyer pursuant to the preceding sentence. On or prior to the second anniversary of the Closing Date, Buyer shall be entitled to remove for its own account and at its expense such of the equipment, apparatus and other physical as are employed exclusively in such functions by Seller as Buyer may desire, the major pieces of which include the catalysts laboratory equipment; a complete blending unit consisting of one Branbury, roll mill and related auxiliary equipment; one Uniloy bottle line; one Brabender; and one melt indexer. Such removal shall be effected in such manner and on such schedule as shall not reasonably interfere with Seller's operations. Any of the ~~foregoing not so removed by Buyer~~ will be Seller's property. Upon such removal Buyer will repair any damage to the premises caused

thereby. Buyer shall have the right to be audited the charges to it under this Section VII at Buyer's expense.

VIII. Nylon Plant.

The Nylon Physical Assets (as hereinafter defined) constituting Seller's nylon manufacturing operations situated on the real property at Deer Park, Texas which real property is part of the Assets shall not be included in the Assets being sold hereunder. The real property on which the Nylon Physical Assets are located shall be leased from _____ to Seller pursuant to a lease in the form set forth in Exhibit H. For a period of not less than two nor more than four years from the Closing Date, the nylon manufacturing operations will be operated by Buyer for Seller's account pursuant to the Nylon Plant Operating Agreement attached as Exhibit F. Upon expiration or termination of the Nylon Plant Operating Agreement, Seller will, for its own account and at its own expense, remove from the Deer Park, Texas premises within 12 months of such expiration or termination all Nylon Physical Assets and any related property and wastes. The real property affected by operations of The Nylon Plant will, at Seller's liability and expense, be left in a condition that conforms to all legal requirements without any necessity for future action or incurrence of expense by Buyer and in a condition that permits use of said real property unaffected by prior operations of The Nylon Plant. "Nylon Physical Assets" shall mean those assets confined within the Deer Park plant areas 110 (comprising the polymer unit and warehouse) and 160 and 170 (comprising the nylon biological treatment facilities), including operational hardware such as salt tanks, polymer reactors (oil, melt pool), pelletizers, extruders, blend tanks, high RV reactors, packaging equipment, effluent (BOD and COD) treatment facilities as well as non-operational hardware such as tote bins, fork lift trucks, coseal bins, and plant office equipment.

IX. Trademark.

The only trademark used by Seller in its HD-PE business is "Fortiflex". Said trademark is included in

the Assets. On the Closing Date, there shall be delivered

to Buyer a Trademark Assignment. For a period not exceeding 12 months, Buyer shall have the right to use packaging materials bearing the name "Celanese", but Buyer during that period shall indicate on such materials, that the products have been manufactured by Buyer.

X. Survival of Warranties and Limitation of Buyer's Claims For Damages.

10.01 Subject to the limits expressed in Section 10.02, the representations and warranties set forth herein shall survive the closing except for those contained in Section 2.11 which shall not survive the closing.

10.02 The representations and warranties set forth herein shall survive the closing (except for those in Section 2.11) and shall terminate upon the dates indicated:

<u>Sections of Agreement in Which Representations and Warranties Appear</u>	<u>Expiration Date of Representations and Warranties</u>
2.01, 2.02, 2.03B, 2.03C and D, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.12, 2.14, 2.15	End of Statute of Limitations
2.03E (First sentence)	Two years from closing

10.03 With respect to any breach of any warranty or representation made by Seller which survives the closing and with respect to which a claim is made by Buyer before the termination thereof, Seller shall not be liable for any damage incurred by Buyer with respect to such claim, or resulting therefrom unless and to the extent the damage incurred by Buyer as a result of that breach of warranty or representation (excluding any costs for which Seller has no liability by virtue of the provisions contained in Sections 4.05 and 10.06) shall exceed the sum of \$25,000, provided that Seller's immunity from liability under this Section 10.03 shall apply only to an aggregate of \$25,000 in damages. ~~The foregoing shall not be applicable to matters covered by Section 2.03.~~

10.04 No claim shall be made by Buyer, and Seller shall have no liability with respect to, any breach of any representation or warranty made by Seller unless Seller is notified

in writing of the asserted breach or inaccuracy within 90 days after the President, or any Vice President, or General Counsel of Buyer or of Solvay (or anyone performing the duties customarily performed by one holding any of such offices) has obtained knowledge thereof.

10.05 The following provisions shall govern after the closing with respect to liabilities and obligations of either Buyer or Seller (and whether asserted against Buyer or Seller):

(a) With respect to any such liability or obligation that one of the parties has assumed and/or agreed to indemnify and hold the other party harmless with respect to, and the existence of which does not constitute a breach or inaccuracy of any warranty or representation made by the other party, the assuming party shall have the right at all times to contest such liability or obligation in good faith and to compromise or otherwise dispose of the same, all at its own cost and expense. The non-assuming party agrees to cooperate with the assuming party in connection therewith to the extent reasonably requested by the assuming party, with the assuming party to pay any reasonable out-of-pocket costs incurred by the non-assuming party in such connection, and the assuming party agrees to indemnify and hold the non-assuming party harmless against any such liabilities and obligations established or asserted and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses connected therewith.

(b) As to any such liability that would be or might be Seller's liability but for the provisions of Section 10.04, Buyer shall not effect any compromise or settlement of any claim with respect thereto without Seller's consent.

10.06 No claim shall be made by Buyer at any time for or growing out of any misrepresentation or breach of any warranty or agreement made in this Agreement by Seller if the facts constituting such misrepresentation or breach are so described and/or disclosed in writing by Seller to Buyer prior to the Closing Date to such an extent as to enable Buyer reasonably to determine that such misrepresentation or breach exists prior to the Closing Date, and Buyer agrees that any such misrepresentation or breach is hereby

waived by it to the same extent as if such misrepresentation or breach were expressly set forth as a permitted exception to the pertinent representation or warranty and Buyer agrees that its sole and exclusive remedy for any such misrepresentation or breach is to decline on or before the closing to effect the purchase of the Assets and to terminate its further obligations under this Agreement, and no other claim or right against Seller shall exist with respect to such misrepresentation or breach whether or not the purchase and sale of the Assets under this Agreement are effected.

XI. Miscellaneous Provisions.

11.01 Books and Records. On the Closing Date, all of the books, records and other data relating to Seller's HD-PE business and the Assets will be delivered to Buyer except for such books, records and other data which are excluded from the Assets in Exhibit A-2. Seller shall after the Closing Date have reasonable access to such books, records and other data which are so delivered, and Buyer will have reasonable access after the Closing Date to those so excluded.

11.02 Further Assurances. Each of the parties hereto agrees that it will, at any time and from time to time after the Closing Date, upon request of any other party, take or cause to be taken further action and execute and deliver or cause to be executed and delivered all such further documents as may be required for effectively carrying out the transactions contemplated by this agreement, including without limitation the assigning, transferring, delivering, assuring and confirming to Buyer, or for aiding or assisting in collecting or reducing to possession, any or all of the properties and assets to be sold or assigned as provided herein.

11.03 Notices. Any notices or other communications required or permitted hereunder will be sufficiently given if and when sent by certified mail, postage prepaid, addressed as follows:

If to Seller:

Celanese Corporation
1211 Avenue of the Americas
New York, New York 10036
Attention: Corporate Secretary

Soltex Polymer Corporation
Battleground Road
Deer Park, Texas 77536

or to such other address for any party as such party may designate by written notice given to the other party in the manner herein provided.

11.04 Counterparts. This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute one instrument.

11.05 The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Attest:

LAH DEK

By _____

Assistant Secretary

SOLTEX POLYMER CORPORATION

Attest:

By —

Secretary

SOLVAY & CIE., S.A.

By _____

015903

THIS CONTRACT entered into as of the 19th day of November, 1974, by and between CELANESE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", and SOLTEX POLYMER CORPORATION, a Delaware corporation, hereinafter referred to as "Buyer",

WHEREAS, Buyer is purchasing Seller's high density polyethylene operations including the plant at Deer Park, Texas, pursuant to the Purchase and Sale Agreement dated as of even date; and

WHEREAS, continual operation of said plant is dependent upon a supply of ethylene; and

WHEREAS, since Buyer has represented to Seller that Buyer has no source of supply of ethylene in the United States, this Contract is a specific inducement and condition precedent to Buyer to consummate said Purchase and Sale Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual benefits to Buyer and Seller, the parties hereto agree as follows:

1. AGGREGATE ANNUAL QUANTITIES
ETHYLENE TO BE SUPPLIED FOR
SALE AND CONVERSION

Seller hereby agrees to supply to Buyer at its plant in Deer Park, Texas for sale pursuant to this Contract and for conversion pursuant to the Conversion Agreement, attached hereto as Schedule 1 ("Conversion Agreement"), ethylene (hereinafter sometimes referred to as the "Product") which Seller may acquire from others or itself produce, in the aggregate amount set forth below for each of the

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following calendar years:

<u>Calendar Year</u>	<u>Quantity Millions of Pounds</u>
1974	32.9863
1975	200
1976	205
1977	220
1978	235
1979	220.5479

2. ETHYLENE TO BE SUPPLIED
FOR SALE

A. Basic Quantities

Seller hereby agrees to sell and deliver to Buyer at its plant in Deer Park, Texas and Buyer hereby agrees to purchase, receive, and/or pay for, during the period, on the terms and conditions and at the price hereinafter stated, Product in amounts set forth below for each of the calendar years this Contract is in effect in approximately equal monthly amounts:

<u>Calendar Year</u>	<u>Quantity in Millions of Pounds</u>	<u>Average Monthly Amount in Millions of Pounds</u>
1974	27.0959	19.1667
1975	150	12.5
1976	150	12.5
1977	150	12.5
1978	150	12.5
1979	132.3288	12.5

B. Additional Quantities

(1) Conversion Agreement

Pursuant to the Conversion Agreement, Seller has agreed to supply Product to Buyer for conversion in the amounts set

forth below for each of the following calendar years:

<u>Calendar Year</u>	<u>Quantity in Millions of Pounds</u>	<u>Average Monthly Conversion Amount of Pounds</u>
1974	5.8904	4.1667
1975	50	4.1667
1976	55	4.6333
1977	70	5.3333
1978	85	7.0333
1979	88.2192	8.3333

If during any calendar month Seller's orders for Product to be converted in accordance with Section 5 of the Conversion Agreement in the aggregate amount to less than the Average Monthly Conversion Amount specified above for such calendar year, then, subject to Seller's rights as defined in the last paragraph of this subsection B(i), Seller will sell to Buyer and Buyer will buy from Seller during such month (in addition to the amount sold pursuant to Section 2.A. but subject to all of the other terms and conditions hereof) a quantity of Product in the amount by which the average monthly amount specified in the table below for the appropriate calendar year exceeds the quantity ordered by Seller for conversion during such month:

<u>Calendar Year</u>	<u>Quantity in Millions of Pounds</u>	<u>Average Monthly Amount in Millions of Pounds</u>
1974	5.8904	4.1667
1975	50	4.1667
1976	50	4.1667
1977	63	5.2500
1978	77	6.4167
1979	79.3972	6.6164

For any month the amount which Seller may order for conversion pursuant to Section 5 of the Conversion Agreement may be increased beyond the Average Monthly Conversion Amount by 50% of the amount by which the amount converted in the preceding month was less than the Average Monthly Conversion Amount.

(11) Right of First Refusal

Seller agrees not to sell or otherwise dispose of rights to ethylene except through its internal consumption without first giving Buyer a right of first refusal. Before any such sale or disposition, Seller shall give written notice to Buyer of the quantity, delivery terms and price (which price shall not exceed the highest price actually paid for an equivalent quantity by Seller to any of its non-affiliated ethylene suppliers at the time of said notice, or if Seller has purchased an equivalent quantity at more than one such price, at the highest average weighted price paid for the equivalent quantity). Buyer shall have the right to accept such offer by giving written notice within 30 days of receipt of said notice from Seller. If Buyer does not elect to purchase, Seller may at Seller's option either (a) terminate Seller's rights to an equivalent

amount of ethylene under contracts between Seller and Seller's suppliers, or (b) sell the ethylene which is the subject of said notice to a third party at a price and on other terms no more favorable to said third party buyer than those offered to Buyer pursuant to the aforesaid notice. If such sale to a third party is not completed within 60 days from the expiration of the aforesaid 30 days, the first refusal provision of this Section shall be reinstated as a condition precedent to any sale or other disposition of such ethylene by Seller.

Seller represents and hereby warrants to Buyer that on the basis of present contracts with, and commitments from, Seller's ethylene suppliers, Seller during the term of this Agreement will have enough ethylene to fulfill Seller's obligations to supply ethylene to Buyer under Sections 1 and 2.

3. PERIOD OF CONTRACT

This contract shall be effective from the date hereof and will continue in effect for a period of 60 months at which time it will expire.

4. SPECIFICATIONS

All of the Product to be sold and purchased hereunder shall meet the specifications therefor set forth in Exhibit A attached hereto and by this reference made a part hereof as fully as though herein set forth at length.

If, at any time, and from time to time, Seller is only able to deliver Product which does not meet specifications, Seller will offer such Product to Buyer and Buyer may at its election either (i) reject such Product, or (ii) accept any deliveries of such off-specification

Product as Seller shall have available. Any product which does not meet such specifications and which Buyer rejects under clause (i) above must be replaced within 15 days or any longer time period agreed to by Buyer following receipt by Seller of Buyer's written notice of rejection.

5. DELIVERIES

Deliveries of Product hereunder shall be made into Buyer's pipeline at, and the point of delivery shall be at, the point of connection with Seller's pipelines or pipelines arranged for by Seller, located just inside the boundary of Buyer's said industrial tract at Deer Park, Texas. Title to the Product shall pass from Seller to Buyer at said point of deliveries.

Buyer shall have no responsibility or liability on account of anything which may be done, happen, or arise with respect to Product before delivery and Seller shall have no responsibility or liability, subject to Section 4, on account of anything which may be done, happen, or arise with respect to Product after delivery. Seller shall bear all costs of transporting the Product to said point of delivery and Buyer shall similarly bear all such costs of transporting the Product from said point of delivery to the point of use by Buyer. Such deliveries shall be made at the pressure designated by Buyer, but not exceeding 600 pounds per square inch gauge. Seller or Seller's designee shall install, or have installed, maintain and operate at said delivery point, suitable meters whereby the volumes of Product delivered by Seller to Buyer at said delivery point shall be measured and the temperatures and pressures recorded, and Buyer shall grant to Seller or Seller's designee all necessary rights and easements for the installation, maintenance, operation, and removal

of said meters. Buyer if it so elects and gives notice of such election to Seller, shall have the right to observe the periodic recalibration of said meters of Seller or Seller's designee, such recalibration to be made, at Seller's expense, as often as necessary but no less than once each month. Buyer may, at its option, and at its sole cost and expense, install check meters at said points of connection and, in the event it does so, Seller will furnish Buyer with information to permit Buyer to duplicate Seller's meters. The volume of Product delivered by Seller to Buyer hereunder for each day shall be determined by reference to daily readings of Seller's said meter and for this purpose, a day shall be construed to extend from 8:00 a.m. on one day to 8:00 a.m. on the next succeeding day; and correction factors and calculations from such meter readings for the purpose of determining the daily quantities of Product delivered hereunder shall conform with procedures mutually agreed upon by the parties. Such daily quantities shall be converted to pounds of Product in accordance with the methods set forth in Exhibit B attached hereto and by this reference made a part hereof as fully as though herein set forth at length.

Seller shall not be obligated without its consent to deliver more than 27.5 percent of the aggregate amount of the annual quantities specified in this Contract and the Conversion Agreement in any one calendar quarter year less quantities affected by planned outages of either party which each shall endeavor to coordinate with the other and to keep to a minimum. It is contemplated that deliveries of Product pursuant to this Contract and the Conversion Agreement

shall be made in approximately equal daily quantities of the amount of Product to be supplied during each calendar month pursuant to Sections 1 and 2.

In the event representatives of the parties hereto are unable to agree (i) on whether any Product delivered hereunder meets the specifications set forth in Section 4 hereof, or (ii) on the measurement of any Product delivered hereunder for which provision is made in this Section 5, or (iii) on the determination of pounds of Product delivered hereunder in accordance with Exhibit B; such tests, measurements and/or determination of pounds of Product shall be made either by Chas. Martin Inspectors of Petroleum, Inc. or E. W. Saybolt & Company, as the party requesting such test, measurements and/or determination of pounds of Product may elect or such other recognized referee as may be agreed upon by the parties. The decision of such referee with respect to such matters shall be final, conclusive, and binding on each of the parties hereto and the charges of such referee shall be borne equally by them.

6. PRICE

With the exception of Product sold pursuant to Section 2.B.(ii), the delivered price of Product sold hereunder during any calendar month shall be an amount equal to the weighted average of the Gulf Coast prices paid by Seller for ethylene (including delivery costs, which Seller purchased from non-affiliated third parties during such calendar month. Such weighted average price, which shall be adjusted to give effect to retroactive price adjustments, if any, that may be agreed upon by Seller and Seller's suppliers, shall be

computed monthly by Seller and the computation shall be certified at the end of each calendar year during the term of this Contract by Seller's outside auditors.

7. EO —

On or before the 10th day of each March, June, September, and December that this Contract shall be in force and effect, Buyer shall give to Seller written notification of Buyer's estimated requirements of Product which Buyer intends to purchase from Seller hereunder, during the next succeeding calendar quarter year (by months) and the following three calendar quarter years (by quarter years). Buyer shall also furnish Seller with its estimate of Buyer's requirements for the next two succeeding calendar years. No later than ten days before the beginning of each month Buyer shall provide Seller with a final estimate of Product to be supplied during such month. No estimate, furnished for Seller's information only, shall in any way alter the rights or obligations of either party as set forth in this Contract.

PAYMENT

Payment by Buyer for Product sold and purchased hereunder shall be made to Seller monthly at its office in New York, New York or any other U.S. location designated in writing by Seller, on the following terms: the full invoice amount for all sales during the prior calendar month computed in accordance with Section 6 (without discount) within ten days after receipt of invoice. Seller shall have right to assess a delinquency charge at a rate of one percent per month on each invoice not paid within the period specified.

It is agreed that Seller may decline to make deliveries if the

Product under this Contract, except for cash payable on delivery, whenever Seller, for any reason, shall have any doubt as to Buyer's financial responsibility and shall so advise Buyer, whereupon Buyer shall lose the privilege of satisfying Seller as to Buyer's financial responsibility. If Seller is so satisfied, deliveries may be resumed hereunder on the terms provided in the first sentence of this Section 8. Seller may exercise its rights under this Section at any time and from time to time during the continuance of this Contract.

9. CLAIMS

Except for claims of intentional breach of the terms of this Contract, no claims whether as to Product (whether or not conforming to specifications) delivered or for nondelivery of Product, and whether or not based on negligence, strict liability in tort or any other cause of action shall be greater in amount than (i) the purchase price of the Product in respect of which such claim is made or (ii) the cost of purchasing Product from a third party, if necessary. Except for intentional breach of the terms of this Contract, Seller shall not be liable for special, indirect, or consequential damages, whether or not caused by or resulting from the negligence of Seller.

10. NOTICES

All notices provided for herein shall be considered as properly given if in writing and delivered personally or sent by United States registered or certified mail duly directed to the last office addresses of the parties hereto:

SELLER

Celanese Corporation
1211 Avenue of the Americas
New York, New York 10020
Attention: Corporate Secretary

with copy to: Director of Hydrocarbons

BUYER

Soltex Polymer Corporation
Battleground Road
Deer Park, Texas 77536

At such other address as either above-named party shall from time to time designate for the purpose by a registered or certified letter addressed to the other party. The date of service of a notice served by mail shall be the date on which such notice is deposited in a United States Post Office at place of mailing, properly addressed with postage prepaid and duly registered or certified with return receipt requested.

11. FORCE MAJEURE

A. Force Majeure Definition

No failure or omission by either of the parties hereto in the performance of any obligation of this Contract (except payment by Buyer for Product delivered to Buyer hereunder) shall be deemed a breach of this Contract nor create any liability for damages if the same shall arise from any cause or causes beyond the control of such party, including, but not restricted to, the following, which for the purpose of this Contract shall be regarded as beyond the control of such party: acts of God; any act of Federal, state, or local government or any agency thereof; compliance with requests, rules, regulations, or orders of any governmental officer or authority including without limitation restrictions, allocations, suspensions or other interference with the supply or delivery of petroleum, ethylene or other products used to manufacture ethylene or HD-PE; fire; storm; flood; earthquake; explosion; accident; acts of the public enemy; war; rebellion; insurrection; riot; sabotage; invasion; epidemic; quarantine restrictions; strike; lock-out; disputes or differences with workmen (howsoever arising or from whatever cause); labor shortages; trans-

portation embargoes; failures or delays in deliveries of any product or material necessary in the process of manufacturing HD-PE at Buyer's plant in Deer Park, Texas, including petroleum products, supplies and raw materials and ingredients, or failure or refusal by Seller's ethylene suppliers to deliver ethylene to Seller pursuant to their contracts and arrangements with Seller. Neither Seller's failure to make the necessary contracts and arrangements for the supply of ethylene to Buyer, nor the expiration or termination of any contracts or arrangements of Seller for ethylene shall be deemed force majeure events for the purposes of this Section 11. In the event that either Seller or Buyer finds it necessary to avail itself of the foregoing force majeure provisions, this Contract shall not be extended thereby.

B. Aggregate Annual Force Majeure Limitation

Notwithstanding anything in this Contract to the contrary, in the event Seller's Total Ethylene Resources, as hereinafter defined, are reduced due to force majeure as defined above, the Product must be supplied in the quantities set forth in Section 2.A, and in accordance with the other terms of this Contract except in any calendar year in which Seller's Total Ethylene Resources in the aggregate are reduced due to force majeure as defined above by more than the following amounts:

<u>Calendar Year</u>	<u>Quantity, Millions of Pounds</u>
1974	17.6712
1975	150
1976	140
1977	130
1978	120
1979	97.0410

"Total Ethylene Resources" shall include all ethylene that is acquired from third parties for internal use or resale to Buyer or others, but it shall not include ethylene received from third parties for purposes of conversion or tolling.

(1) Implementation of Aggregate Annual Limitation

(1) Reductions on a Daily Basis--The Product quantities set forth in Section 2.A. are subject to allocation in accordance with subsection (1) for each day (and only with respect to such days) on which the average daily delivered rate multiplied by 365 (the "Daily Annualized Rate") of Seller's Total Ethylene Resources, is reduced due to force majeure as above defined by more than the following amounts:

<u>Calendar Year</u>	<u>Quantity, Millions of Pounds</u>
1974	150
1975	150
1976	140
1977	130
1978	150
1979	110

(2) Quarterly Adjustments--At the end of each calendar quarter there shall be determined the amount of Product not delivered to Buyer during the same calendar year through operation of subsection (1)(1) and this subsection (1)(2). Such amount shall be delivered to Buyer during the next calendar quarter in amounts and at times requested by Buyer, unless during the calendar year in question Seller's Total Ethylene Resources have been reduced due to force majeure as defined above by more than the amount specified in the first table in this subsection B in which event at Seller's option, there shall be reduced

from the quantities of Product otherwise deliverable by Seller under this Contract an amount of Product equal to quarterly adjustments theretofore made during said calendar year. Unless otherwise agreed to by the parties, the reduction in Product referred to in the preceding sentence shall be spread evenly over daily deliveries for a period of twelve months from the date such reduction commences.

(ii) Allocation

Seller shall allocate its available supply of Product between all Users (as hereinafter defined) in the proportion which each User's normal consumption during the preceding three months bears to the total consumption during said three months. For purposes of determining a normal three-month consumption period for each User, any periods of underconsumption due to shutdowns or production difficulties shall be excluded. "Users" shall mean Buyer hereunder, Seller's customers for ethylene and ethylene derivative products and Seller's own uses (including those of its subsidiaries and affiliates) of ethylene and ethylene derivative products.

If ever and whenever an allocation pursuant to this Section occurs, Seller will use its best efforts to obtain sufficient alternative sources of Product, as soon as possible, to permit a resumption of Product deliveries in quantities specified in Section 2.A. and otherwise in accordance with the terms of this Contract provided however that Seller need not obtain such alternative sources when cannot be obtained, in Seller's sole judgment, on satisfactory terms.

(iii) Calculations Subject to Audit

At the request of Buyer, any calculations required by subsection B of this Section shall be audited by an independent public

accountant selected by the Buyer and Seller or, if they fail to agree, an independent public accountant selected by their respective independent public accountants.

12. WAIVERS

The right of either party to require strict performance by the other party of any and/or all obligations imposed upon such other party by this Contract shall not in any way be affected by previous waiver, forbearance or course of dealing.

13. WARRANTIES

Seller warrants that all Product delivered hereunder will comply with the specifications in Exhibit A, will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and that Seller will convey good title thereto. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED), INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

14. ASSIGNABILITY

This Agreement is not assignable by either party without the consent of the other party except (i) in the case of either party, to subsidiaries of which a majority of the voting stock is owned or controlled directly or indirectly by the assignor, or to the successors or assignees of substantially all of the business and assets of Buyer or that portion of Seller now known as "CELLANEO PLASTICS COMPANY", as the case may be and (ii), in the case of Buyer, to a corporation the majority of the voting stock of which

is owned by the entity which owns the majority of the voting stock of Buyer or to a special purpose leasing vehicle to which most of the assets of Buyer have been sold and leased back.

15. ENTIRETY OF AGREEMENT

This instrument and the Conversion Agreement referred to in Section 1 contain the entire agreement between the parties hereto regarding the sale, purchase, and delivery of Product for Buyer's said Plant during the period provided herein, and no prior promises, agreements, or warranties, written or verbal, shall be of any force or effect unless embodied herein. No modification of this Contract shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgment or acceptance of any purchase orders or printed forms containing different conditions.

16. APPLICABLE LAW

The validity, interpretation and performance of this Contract shall be governed by the law of the State of New York.

IN WITNESS WHEREOF, this Contract is executed in duplicate for each party by and through its respective officers duly authorized, as of the date first above written.

CELANESE CORPORATION



By [Signature]
SELLER

SOLTEX POLYMER CORPORATION

By [Signature]
BUYER

EXHIBIT A
SPECIFICATIONS FOR ETHYLENE

<u>Component</u>	<u>Specification</u>	<u>Test Method</u>
Ethylene, min. mol %	99.85	Gas Chromatography PFCo. WT-66R
Inerts*, max. mol %	0.150	Gas Chromatography PFCo. WT-66R
Other Olefins, max. mol %	0.025	Gas Chromatography PFCo. WT-66R
Carbon Monoxide, max. ppm	15	Gas Chromatography PFCo. WT-66R
Acetylene, max. ppm	15	Gas Chromatography PFCo. WT-66R
Total Sulfur, max. ppm	1	Lamp Turbidimetric ASTM D 1266, App. I
Hydrogen Sulfide, max. ppm	1	Colorimetric-Methyl Blue, PFCo. 22-521 (Rev. 10-60)
Hydrogen, max. ppm	5	Gas Chromatography PFCo. WT-66R
Carbon Dioxide, max. ppm	5	Gas Chromatography PFCo. WT-66R
Oxygen, max. ppm	5	Gas Chromatography PFCo. WT-66R
Water, max. ppm	10	Karl Fischer PFCo. 123-511 (Rev. 1-61) (Modification)*

* Includes only methane, ethane, and nitrogen

** Modified to use high pressure sample containers

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EXHIBIT B
METHOD OF CONVERSION OF VOLUMES OF ETHYLENE
TO POUNDS OF ETHYLENE

The pounds of Ethylene delivered daily shall be determined in accordance with the method outlined in the booklet entitled "Phillips Chemical Company Ethylene Gas Flow Measurement Manual as Revised January 1, 1963." The methods of gas flow measurement, the methods of gas volume computation, and the data on ethylene, ethane, methane, and acetylene densities outlined in the manual referred to above will be controlling provided, however, that revisions in the aforesaid method may be made at any time during the life of this contract upon agreement by both parties.

015921

CONVERSION AGREEMENT

New York, New York
November 19, 1974

WHEREAS, CELANESE CORPORATION (hereinafter referred to as "Celanese") and SOLTEX POLYMER CORPORATION (hereinafter referred to as "Converter") have entered into a Purchase and Sale Agreement, dated November 19, 1974 relating to the sale by Celanese to Converter of Celanese's high density polyethylene business, including the high density polyethylene manufacturing operations of Celanese at Deer Park, Texas; and

WHEREAS, in connection with said Purchase and Sale Agreement the parties have agreed to execute among other agreements an Ethylene Supply Contract, a Nylon Plant Operating Agreement and this Conversion Agreement;

NOW THEREFORE, in consideration of the premises and of the agreements herein contained, Celanese and Converter agree that Converter will receive Celanese ethylene of the type and conforming to the specifications set forth in Exhibit A attached hereto (Material), convert it to polyethylene for Celanese's own corporate uses (including trading for other raw materials and products) of the types and conforming to the specifications set forth in Exhibit B attached hereto (Product), --- (the contents of Exhibits A and B can be changed by mutual agreement of the parties from time to time during the term of this Agreement) ---, and deliver Product to Celanese, all on terms and conditions set forth as follows:

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1. Duration, Quantities, Conversion Ratio and Shortfalls

(a) During the period of this Agreement, Celanese shall deliver to Converter Material in the following amounts (subject to Section 2B(1) of the Ethylene Contract as hereinafter defined):

<u>Year</u>	<u>Millions of Pounds of Material (ethylene)</u>
1974	5.8904
1975	50
1976	55
1977	70
1978	85
1979	88.2192

(b) From this Material, Converter shall produce, and deliver to Celanese, Product in an amount determined by the following ratio: one (1) pound of Product for each one and seven one-hundredths (1.07) pounds of Material.

(c) If Celanese decides to have less than the above amounts of Material converted into Product, then it shall sell Material to Converter in accordance with the provisions of the "Ethylene Supply Contract", dated November 19, 1974 between Celanese Corporation as Seller and SOLTEX POLYMER CORPORATION as Buyer, (the "Ethylene Contract").

2. Conversion Fee

(a) Celanese will pay Converter a conversion fee monthly which shall be determined by multiplying the number of pounds of Product received by Celanese each month pursuant to this Agreement by the following formula:

$$APC + Z \{ Y - [(x) (1.07) + APC] \}$$

(b) The following definitions apply to the above formula:

(i) "ABC" is the cost per pound of Product delivered to Celanese which is to be calculated monthly by determining as set forth below and combining the following cost components: (a) actual variable costs applicable to Product delivered to Celanese for raw materials, such as additives, solvent; catalysts, concentrates, waxes, hexene and conventional polyethylene, except ethylene and packaging materials, (b) fixed costs to be charged to Celanese in the proportion of total fixed costs of the current month at the Deer Park plant except those applicable to the Nylon Plant that the quantity of Product delivered to Celanese during that month bears to the total quantity of HDPE produced during such month at the Deer Park plant, such fixed costs to include utilities, labor and salaries plus fringes, maintenance, taxes (other than taxes payable under Section 14 and taxes measured by income), insurance, supplies and other types of costs that have normally been incurred in the operation of the Deer Park plant including depreciation costs and (c) costs of warehousing, if applicable to Celanese.

(ii) "X" is the price of Material in the month of delivery as billed by Celanese for such month pursuant to Section 6 of the Ethylene Contract between Celanese as Seller and Converter as Buyer.

(iii) With respect to each Product except "Waxes," "Y" is the weighted average selling price per pound, except for sales to the United States Coast, P.O.B. Deer Park, Tex., in the current month Converter sells to third parties all quantities of Product for the same end use and use and of the same grade and quality.

Since "Y" cannot be defined as set forth in the above

E39-00 and D-45-308-113 and in any other case where the Converter is not selling to third parties the profit margin identified by the term

$$Z = (Y - [X (1.07) + APC])$$

will be the profit margin for E39-70-02.

(iv) "Z" is defined as follows:

Where the annual base load is zero to 50,000,000 pounds of product, $z = 50\%$.

Additional quantities of 1 to 10,000,000 pounds $z = 60\%$

10,000,001 to 20,000,000 pounds $z = 70\%$

20,000,001 to 30,000,000 pounds $z = 80\%$

30,000,001 to 40,000,000 pounds $z = 90\%$

in excess of 40,000,000 pounds $z = 100\%$

(c) The conversion fee shall be computed monthly by Converter and there shall be added to said fee the actual costs of packaging materials in the event of use of boxes or bars and the actual costs of transportation if paid by Converter. The computation may at the option and expense of Celanese be audited at the end of each calendar year during the term of this Agreement by Celanese's independent auditors.

3. Period of Contract

This contract shall be effective from the date hereof and will continue in effect for a period of 60 months or which time it will expire.

4. Quantity of Sales

All of the material to be converted hereunder shall be in accordance with the specifications hereof set forth in Exhibit A attached hereto and which is incorporated into a part hereof as if it were a part hereof.

Any Material which does not meet such specifications must be replaced within 15 days or any longer time period agreed to by Converter.

5. Deliveries

Celanese will deliver to Converter approximately equal daily and monthly quantities of the Material to be supplied during each year, or portion thereof as set forth in the table in Paragraph 1(a) above. Celanese will deliver the Material F.O.B. to Converter's plant in Deer Park, Texas.

Deliveries of Material hereunder shall be made into Converter's pipeline at, and the point of delivery shall be at the point of connection with Celanese pipelines or pipelines arranged for by Celanese, located just inside the boundary of Converter's said industrial tract at Deer Park, Texas. Deliveries shall be made at the pressure designated by Converter, but not exceeding 600 pounds per square inch gauge. Celanese or Celanese's designee shall install, or have installed, maintain and operate at said delivery point, suitable meters whereby the volumes of Material delivered by Celanese to Converter at said delivery point shall be measured and the temperatures and pressures recorded, and Converter shall grant to Celanese or Celanese's designee all necessary rights and easements for the installation, maintenance, operation, and removal of said meters. Converter, if it so elects and gives notice of such election to Celanese, shall have the right to observe the periodic recalibration of said meters of Celanese or Celanese's designee, such recalibration to be made, at Celanese's expense, as often as necessary but no less than once each month. Converter may, at its option, and at its sole cost and expense, install check meters at

said points of connection, in the event it does so, Celanese will furnish Converter with information to permit Converter to duplicate Celanese's meters. The volume of Material delivered by Celanese to Converter hereunder for each day shall be determined by reference to daily readings of Celanese's said meter and for this purpose, a day shall be construed to extend from 8:00 a.m. on one day to 8:00 a.m. on the next succeeding day; and correction factors and calculations from such meter readings for the purpose of determining the daily quantities of Material delivered hereunder shall conform with procedures mutually agreed upon by the parties. Such daily quantities shall be converted to pounds of Material in accordance with the methods set forth in Exhibit C attached hereto and by this reference made a part hereof as fully as though herein set forth at length.

In the event representatives of the parties hereto are unable to agree (i) on whether any Material delivered hereunder meets the specifications set forth in Section 4 hereof, or (ii) on the measurement of any Material delivered hereunder for which provision is made in this Section 5, or (iii) on the determination of pounds of Material delivered hereunder in accordance with Exhibit C; such tests, measurements and/or determination of pounds of Material shall be made either by Chas. Martin Inspectors of Petroleum, Inc. or E. W. Saybolt & Company, as the party requesting such test, measurements and/or determination of pounds of Material may elect or such other recognized referee as may be agreed upon by the parties. The decision of such referee with respect to such matters shall be final,

conclusive, and binding on each of the parties hereto and the charges of such referee shall be borne equally by them.

Converter will deliver Product F.O.B. Deer Park, Texas, to Celanese, at such locations, domestic and foreign, in such amounts and type shipment (bulk, boxes or bags) as may be designated by Celanese. Converter will permit pick-up of Product by truck fleets owned, leased or operated by Celanese. Celanese shall not be obligated to provide hopper cars or other transportation equipment for bulk shipments.

Celanese will place orders for conversion of Material together with instructions for shipment, 30 days before shipment in order to permit proper scheduling by Converter of its storage, converting, manufacturing and shipping operations. Converter shall not be liable to Celanese for any damages claimed resulting from delay in a delivery of Product unless time of delivery is expressly stated by Celanese to be of essence for any particular delivery in which event any such liability shall be subject to the limitations of Section 9.

6. Payment

Payment by Celanese for Material converted hereunder shall be made to Converter monthly at its office in Deer Park, Texas, or any other U.S. location designated in writing by Converter, on the following terms: the full invoice amount for deliveries during the prior calendar month computed in accordance with Section 2 (without discount) within 30 days after receipt of invoice. Converter shall have right to assess a delinquency charge at a rate of one percent per month on each invoice not paid within the period specified.

It is agreed that Converter may decline to make deliveries of the Product under this Agreement, but for cash payable on delivery, whenever Converter, for any reason, shall have any doubt as to Celanese's financial responsibility and shall so advise Celanese, whereupon Celanese shall have the privilege of satisfying Converter as to Celanese's financial responsibility. If Converter is so satisfied, deliveries may be resumed hereunder on the terms provided in the first sentence of this Section. Converter may exercise its rights under this Section at any time and from time to time during the continuance of this Agreement. Celanese will not be liable to make any conversion payments with respect to Product which does not conform to the specifications set forth in Exhibit B attached hereto. If a conversion payment is made for such nonconforming Product, Celanese may credit such payment against Converter's invoices dated within 90 days of receipt by Celanese of such nonconforming Product.

7. Co-mingling

Converter may co-mingle the aforesaid Material, Product and intermediates thereof with those of Converter and/or third parties for the efficient operation of Converter's plant, as long as such co-mingling does not affect or delay deliveries of Product in the quantity and quality promised to Celanese.

8. Title and Insurance

Celanese will retain sole title to Material placed in the possession of Converter for conversion unless and until Converter co-mingles Material for its own use in accordance with Paragraph 7 above. In addition, Celanese shall have sole title to intermediates

and Product converted from Celanese Material (or from ethylene supplied by Converter af.gling Celanese's Material with Converter's ethylene). Such substances as to which Celanese shall retain title will not at any time be insured by Converter.

9. Warranties, Non-Conforming Shipments, Limited Liability and Claims

(a) Each party warrants that the Material or Product shall conform to the specifications set forth in Exhibits A or B, as the case may be. There are NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) In the event of failure to comply with specifications for Material or Product, Converter or Celanese, as the case may be, will substitute conforming material with all reasonable promptness and defective material will be returned or disposed of at the responsible party's direction and expense.

(c) Neither party shall be liable for prospective profits or special, indirect or consequential damages, whether based upon its own negligence, strict liability in tort or otherwise, arising out of or in connection with acts or omissions under this Agreement, nor shall recovery of any kind against either party be greater in amount than the price of the Material as determined under Section 2(b) (ii) above or the domestic market price of the Product or intermediate thereof to which such recovery relates at the time such damage is incurred.

(d) Within 90 days after tender of delivery to, or receipt by, either party of Material or Product hereunder and before any part of such Material or Product (except for reasonable test and inspection quantities) has been changed from its original

condition, the claiming party shall inform the other party in writing if such products are found defective or short in any respect. Converter will retain suitable samples of all Product lots delivered to Celanese for the claim period to enable resolution of possible quality claims. Failure to inform the other party, or use of Material or Product (except for the aforesaid reasonable test and inspection quantities), shall bar the claiming party from making any claim that such products are defective or short in any respect.

(e) Notwithstanding the fact that Celanese may retain title to the Material under Paragraph 6, except where caused by Celanese's negligence, Celanese shall have no liability and Converter shall reimburse Celanese for all claims, loss, liability and expense on account of injury or death of persons or damage to property caused by or happening in connection with (a) the receipt, storage or handling of the Material at Converter's facility at Deer Park, Texas, (b) the conversion thereof into Product at such plant, and (c) the storage, handling and delivery of the Product to Celanese.

10. Governmental Action

If the conversion fee specified in this Agreement is reduced or nullified by governmental action, Celanese and Converter will negotiate in good faith a new conversion fee and/or appropriate revisions in this Agreement for an equitable treatment of both parties. With the exception of that portion which is in contravention of such governmental action, this Agreement shall remain in full force and effect during the above negotiations.

11. Notice

All billings for conversion fees as well as all notices and

reports to be rendered hereunder by Converter shall be directed to Cel.

Celanese Corporation
1211 Avenue of the Americas
New York, New York 10036
Attention: Corporate Secretary

and all payments and all notices and reports to be given by Celanese to Converter shall be directed to:

Soltex Polymer Corporation
Battleground Road
Deer Park, Texas 77536

All notices to be given by either party to the other pursuant to any of the terms of this Agreement shall be forwarded via certified or registered mail, return receipt requested. Either party may change the addresses given above on reasonable written notice to the other party.

12. Force Majeure

A. Force Majeure Definition

No failure or omission by either of the parties hereto in the performance of any obligation of this Agreement (except payment by Celanese for Product delivered to Celanese hereunder) shall be deemed a breach of this Agreement nor create any liability for damages if the same shall arise from any cause or causes beyond the control of such party, including, but not restricted to, the following, which for the purpose of this Agreement shall be regarded as beyond the control of such party: acts of God; act of Federal, state, or local government or any agency thereof; compliance with requests, rules, regulations, or orders of any governmental officer or authority including without limitation restrictions, allocations, suspensions or other interference with the supply or delivery of

petroleum, ethylene or HD-PE; fire; storm; flood; earthquake; explosion; accident; acts of the public enemy; war; rebellion; insurrection; riot; sabotage; invasion; epidemic; quarantine restrictions; strike; lockout; disputes or differences with workmen (howsoever arising or from whatever cause) labor shortages; transportation embargoes; failures or delays in deliveries of any product or material necessary in the process of manufacturing HD-PE at Converter's plant in Deer Park, Texas, including petroleum products, supplies and raw materials and ingredients, or failure or refusal by Celanese's ethylene suppliers to deliver ethylene to Celanese pursuant to their contracts and arrangements with Celanese. Neither Celanese's failure to make the necessary contracts and arrangements for the supply of ethylene to Converter nor the expiration or termination of any contracts or arrangements of Celanese for ethylene shall be deemed force majeure events for the purposes of this Section 12. Should Celanese be unable due to force majeure as herein defined to supply all of the ethylene necessary to meet both its conversion requirements hereunder and the sale of ethylene to Converter under Section 2B(1) of the Ethylene Contract, Celanese shall have the right by written notice to Converter to have all or any part of such ethylene Celanese is able to deliver during the force majeure period applied to conversion of Product. In the event that either Celanese or Converter finds it necessary to avail itself of the foregoing force majeure provisions, this Agreement shall not be extended thereby.

B. Allocation

Celanese shall allocate its available supply of Material between all Users (as hereinafter defined) in the proportion which each User's

normal consumption during the preceding three months bears to the total consumption during said three months. For purposes of determining a normal three-month consumption period for each User, any periods of underconsumption due to shutdowns or production difficulties shall be excluded. "Users" shall mean Converter hereunder, Celanese's customers for ethylene and ethylene derivative products and Celanese's own uses (including those of its subsidiaries and affiliates) of ethylene and ethylene derivative products.

If ever and whenever an allocation pursuant to this Section occurs, Celanese will use its best efforts to obtain sufficient alternative sources of Material, as soon as possible to permit a resumption of Material deliveries in quantities specified in Section 1. and otherwise in accordance with the terms of this Agreement provided however that Celanese need not obtain such alternative sources which cannot be obtained, in Celanese's sole judgment, on satisfactory terms.

13. Assignment

This Agreement is not assignable by either party without the consent of the other party except (i) in the case of either party, to subsidiaries of which a majority of the voting stock is owned or controlled directly or indirectly by the assignor, or to the successors or assignees of substantially all of the business and assets of Converter or that portion of Celanese now known as "CELANESE PLASTICS COMPANY", as the case may be and (ii) in the case of Converter, to a corporation the majority of the voting stock of which is owned by the entity which owns the majority of the voting stock of Converter or to a special purpose leasing vehicle to which most of the assets of Converter have been sold and leased back, but in any such event Converter shall remain liable hereunder.

14. Taxes

Any tax or governmental charge, other than income or excess profit tax or tax measured by net income, hereafter becoming effective or any increase in the same payable by Converter, with respect to conversion services hereunder, will be paid by Celanese.

15. Imbalance on Termination

In the event that, on the date upon which termination of this Agreement is effective, quantities of Material and Product delivered by the respective parties hereto are not balanced by application of the ratio expressed in Paragraph 1(b), and that volume of imbalance does not exceed 5% of the total quantity involved in this Agreement, the party enjoying a favorable balance will purchase such balance by payment at the other's then current price of general applicability in the U.S.A. for such goods and such payment shall be accomplished within 30 days from date of invoice. In the event Celanese does not manufacture Material, the price of the Material shall be as determined under Section 6 of the Ethylene Contract. Imbalances of greater than 5% shall be reduced to 5% or less by appropriate further delivery.

16. Technical Assistance

Converter, in cooperation with Celanese, will use its best efforts to (i) develop improved pipe grade resin formulations, (ii) deal with quality or production problems in the utilization of resins delivered hereunder, and (iii) seek to obtain the necessary governmental and private quality approvals on pipe grade resin

formulations and render assistance to Celanese in obtaining such approvals on pipe. Celanese will assist in development work by the evaluation of resins and pipe.

17. Entire Agreement, Governing Law and Paragraph Headings

(a) The terms and conditions hereof and the applicable provisions of the Ethylene Contract shall constitute the entire agreement between the parties with respect to the conversion of Material into Product and shall supersede all previous communications, either oral or written, between the parties with respect to such subject matter, and any agreement or understanding varying or extending the same shall not be binding upon either party unless in writing, signed by a duly authorized officer or representative of such party, in which writing this Agreement is referred to explicitly.

(b) The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York.

(c) Headings as to the contents of particular paragraphs 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 paragraphs to which they refer.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed in duplicate by their duly authorized and empowered officers as of the day and year first written above.

CELANESE CORPORATION

Attest:

[Signature]
Assistant Secretary



By Robert L. Mitchell

SOLTEX POLYMER CORPORATION

Attest:

[Signature]
Assistant Secretary

By [Signature]

EXHIBIT A
SPECIFICATIONS FOR ETHYLENE

<u>Component</u>	<u>Specification</u>	<u>Test Method</u>
Ethylene, min. mol %	99.85	Gas Chromatography PPCo. WT-66R
Inerts*, max. mol %	0.150	Gas Chromatography PPCo. WT-66R
Other Olefins, max. mol %	0.025	Gas Chromatography PPCo. WT-66R
Carbon Dioxide, max. ppm	15	Gas Chromatography PPCo. WT-66R
Acetylene, max. ppm	15	Gas Chromatography PPCo. WT-66R
Total Sulfur, max. ppm	1	Lamp Turbidimetric ASTM D 1266, App. I
Hydrogen Sulfide, max. ppm	1	Colorimetric-Methylene Blue, PPGCo. 32-52R (Revised)
Hydrogen, max. ppm	5	Gas Chromatography PPCo. WT-66R
Carbon Monoxide, max. ppm	5	Gas Chromatography PPCo. WT-66R
Oxygen, max. ppm	5	Gas Chromatography PPCo. WT-66R
Water, max. ppm	10	Karl Fischer PPCo. 123-55R (Rev. III) (Modified)*

* Includes only methane, ethane, and nitrogen

* Modified to use high pressure sample containers

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Exhibit B to the Conversion
Agreement Between Celanese
Corporation and

Soltex Polymer Corporation

For the Conversion of ethylene
into polyethylene

The contents of this Exhibit
may be changed by mutual
agreement of the parties from
time to time during the term
of this Agreement. It cur-
rently consists of specifi-
cations for five grades of
polyethylene as follows.

FORTIFLEX[®] F50-06
HIGH DENSITY POLYETHYLENE

<u>Typical Properties</u>	<u>Units</u>	<u>ASTM Method</u>	<u>Specification</u>
High Load Melt Index	g/10 min.	HOU-17*	0.003 - 0.012
Density	g/cc	D1505	0.940 - 0.946

*Houston Plant Procedure

lp

9/30/74

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FORTIFLEX[®] B45-30R-113
HIGH DENSITY POLYETHYLENE

<u>Typical Properties</u>	<u>Units</u>	<u>ASTM Method</u>	<u>Specification</u>
10X Melt Index	g/10 min.	D1233	14 - 20
Density (corrected)	g/cc	D1505	0.943 - 0.947
Carbon Concentration	%	D1602	2.0 - 3.0

lp

9/30/74

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FORTIFLEX[®] E39-70-02

HIGH DENSITY POLYETHYLENE

<u>Typical Properties</u>	<u>Units</u>	<u>ASTM Method</u>	<u>Specification</u>
10X Melt Index	g/10 min.	D1233	47 - 63
Elastic Recovery	%	5-CX20-18*	50 - 62
Density (corrected)	g/cc	D1505	0.35 - 0.939
Carbon Concentration	wt. %	D1602	2.0 - 3.0
Volatiles	wt. %	5-CX20-32*	0.1 maximum

*Celanese Plastics Company Standard Rules and Procedures

lp

9/30/74

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FORTIFLEX[®] B55-40H-01

HIGH DENSITY POLYETHYLENE

<u>Typical Properties</u>	<u>Units</u>	<u>ASTM Method</u>	<u>Specifications</u>
IX Melt Index	g/10 min.	D1233	0.38 - 0.52
Elastic Recovery	%	D1233	42 - 54
Density	g/cc	D1505	0.9515 - 0.9545

lp

10/3/74

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FORTIFLEX[®] 855-40H-96 ANTISTATED
HIGH DENSITY POLYETHYLENE

<u>Typical Properties</u>	<u>Units</u>	<u>ASTM Method</u>	<u>Specifications</u>
IX Melt Index	g/10 min.	D1233	0.38 - 0.52
Elastic Recovery	%	D1233	42 - 54
Density	g/cc	D1505	0.9515 - 0.9545

lp

10/3/74

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EXHIBIT C

METHOD OF CONVERSION OF VOLUMES OF ETHYLENE
TO POUNDS OF ETHYLENE

The pounds of Ethylene delivered daily shall be determined in accordance with the method outlined in the booklet entitled "Phillips Chemical Company Ethylene Gas Flow Measurement Manual as Revised January 1, 1963." The methods of gas flow measurement, the methods of gas volume computation, and the data on ethylene, ethane, methane, and acetylene densities outlined in the manual referred to above will be controlling provided, however, that revisions in the aforesaid method may be made at any time during the life of this contract upon agreement by both parties.

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NYLON PLANT OPERATING AGREEMENT

THIS AGREEMENT is entered into on the 19th day of November, 1974 by and between the Celanese Plastics Company, a Division of Celanese Corporation, a Delaware corporation, (Celanese) and Soltex Polymer Corporation, a Delaware corporation (Soltex).

W I T N E S S E T H:

WHEREAS, Celanese has sold and Soltex has bought certain assets and real property in Deer Park, Texas relating to the manufacture of high density polyethylene (HD-PE), pursuant to a Purchase and Sale Agreement dated November 19, 1974, and

WHEREAS, certain assets relating to the manufacture of nylon were excluded from the above Purchase and Sale Agreement, and

WHEREAS, such assets relating to the manufacture of nylon are located on the real property of Soltex acquired pursuant to said Agreement, and

WHEREAS, Celanese desires for a limited period to continue to operate said assets relating to the manufacture of nylon, and

WHEREAS, the parties are entering into a lease of even date providing for the lease of the real property on which said assets are located (the "Lease"), said assets so located being hereinafter referred to as "The Nylon Plant", and

WHEREAS, Soltex is willing to provide certain services necessary for the operation of The Nylon Plant as specified in this Agreement.

NOW THEREFORE, in consideration of the above premises and of the mutual benefits to Celanese and Soltex, the parties hereto agree as follows:

I: Personnel

(a) Soltex will provide direct operating personnel for The Nylon Plant in accordance with the functions

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and manning level indicated on The Nylon Organization chart attached hereto, (Exhibit A). As constituted on the date of this Agreement, the personnel of Exhibit A are sufficient to sustain an annual production level estimated at a minimum of 20MM pounds. The personnel listed on Exhibit A can be changed from time to time by mutual agreement of the parties.

(b) As requested by the Celanese Representative (as hereinafter defined) and within the limitation of efficient and orderly conduct of its HD-PE business at the Deer Park facilities, Soltex will provide for The Nylon Plant support functions including maintenance, quality control, accounting, purchasing, packaging, shipping, technical assistance (including process engineering), plant engineering (including project engineering), and industrial relations, such support functions to be of a scope and kind generally comparable to those heretofore performed by Celanese at The Nylon Plant.

II. Responsibility

(a) Celanese will appoint a qualified manager (Celanese Representative) whose responsibilities will include the direct contact between Celanese and Soltex at the Deer Park facilities. Soltex will provide a qualified supervisor (Supervisor) who will cause the directions of the Celanese Representative to be carried out by Soltex operating personnel. Leonard Enge or his successor will give guidance as required to the Celanese Representative for the efficient operation of The Nylon Plant.

(b) Soltex will provide office space and pooled secretarial and other support functions for the Representative.

(c) The Celanese Representative will be responsible for specifying (i) production levels, (ii) scheduling and (iii) product quality at The Nylon Plant. The Celanese Representative will have full and free access to all information pertaining to The Nylon Plant and to the services rendered under this Agreement.

III. Production

(a) The Celanese Representative will specify to Soltex the production schedule for the different grades of nylon and the quantities thereof to be produced at The Nylon Plant and the raw materials and packaging supplies necessary and will specify the operating conditions required.

(b) As requested by the Cel. Representative, Soltex will use its best efforts to purchase for Celanese's account and for delivery to The Nylon Plant the raw materials as indicated above except for such raw materials as Celanese elects to purchase itself.

(c) From the raw materials, the operating personnel furnished by Soltex, in accordance with the directions of the Celanese Representative as contemplated by Section II, Soltex will manufacture nylon as scheduled by the Celanese Representative.

(d) Soltex will cause the manufactured nylon to be shipped, for Celanese's account, to such destinations and at such times and amounts as requested by the Representative.

IV. Materials and Utilities

(a) Celanese will pay directly to the suppliers for all raw materials, packaging material and other materials and supplies ordered for its account.

(b) Soltex will provide utility service sufficient to operate The Nylon Plant in accordance with the production schedules specified by the Celanese Representative but not more than at its present optimum capacity.

V. Service Fee

(a) Celanese will pay the actual cost to Soltex for

- (i) the direct operating personnel provided under Section I(a), plus the fringe benefit rate in effect for such personnel during the year in which the services are rendered, and
- (ii) the labor and materials as incurred in connection with the requested maintenance of

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The Nylon Plant, and

(iii) any contract labor necessary for the efficient and proper performance of services under this Agreement.

(b) Celanese will pay a fee based on a mutually agreed allocation of the annual cost to provide the same type services for Soltex's high-density polyethylene manufacturing facility at Deer Park, Texas, as are being provided for The Nylon Plant, such annual allocation to be pro-rated monthly, for

(i) the support services rendered under Section I(b), and

(ii) the utilities provided under Section IV(b), and

(iii) miscellaneous items, as such are reflected on the books Soltex in the ordinary course of business of Soltex at its facility in Deer Park, Texas.

(c) For the year 1975, the allocation in Section V(b) for the services described therein shall be determined by the parties prior to December 15, 1974. If the parties are unable to agree on the allocation by December 15, 1974, the fee for 1975 will be as stated in (e) below until such agreement is reached and the fee shall be retroactively adjusted to January 1, 1975 on the basis of the agreed allocation.

(d) For each subsequent year until the termination of this Agreement, the allocation for such subsequent year shall be determined by the parties prior to the 15th day of August of the preceding year. If the parties are unable to agree on the allocation by the date herein specified, the fee for the subsequent year will be based on the allocation used in the preceding year until such agreement is reached. The fee shall be retroactively adjusted to January 1 on the basis of the agreed allocations.

(e) For the period from the date of this Agreement through December 31, 1974, Celanese will pay a fee for the items listed in Section V(b) on an allocation determined on the same basis as such items were charged on the internal books of Celanese for the year 1974.

(f) By the 10th day of each month hereunder, Soltex will send to Celanese a statement of the service fee under Section V(a) and (b) plus one percent of an amount equal to 20% of the net book value (adjusted at year end) of that portion of the fixed assets of Soltex employed by it in rendering the services under Section IV (the "Added Amount"). As of the date of this Agreement, such fixed assets consist of the steam generating facilities. During the term of this Agreement such book value shall be adjusted to reflect the replacement or modification of any such fixed assets. Payment will be made by Celanese monthly within 10 days after receipt of the invoice for the service fee and the Added Amount. Soltex shall have the right to assess a delinquency charge at the rate of one per cent per month on each invoice not paid within the period specified. Computation of the service fee may be audited by independent auditors annually at Celanese's option and expense.

VI. Expenditures

Soltex will obtain approval from the Celanese Representative prior to making any expenditure for maintenance of or modifications to The Nylon Plant.

VII. Access

(a) The management and technical representatives of Celanese will have full and free access to The Nylon Plant.

(b) Third party contractors retained by Celanese to perform work in connection with The Nylon Plant will have full and free access to the extent necessary to perform such work and to the extent that Soltex has no reasonable objection to such contractor.

VIII. New or Modified Products and Processes

From time to time during the term of this Agreement Celanese on the basis of instructions given to Soltex by the Celanese Representative may include in Exhibit B new or modified specifications for nylon. On the basis of instructions

from the Celanese Representative, Soltex will use its best efforts in accordance with such new or modified specifications and will cooperate with Celanese in every reasonable way, including technical and engineering assistance, within the limitations of the capability of the Deer Park staff and orderly and effective operation of the HD-PE facilities, in the development of the processes and technique necessary to produce nylon in accordance with such specifications.

IX. Compliance with Government Regulations

Celanese will be responsible for compliance with all laws and government rules, regulations or orders pertinent to The Nylon Plant and its operations, and Soltex will cooperate in such matters provided said cooperation shall not result in cost to Soltex or unduly interfere with HD-PE operations at the site.

X. Force Majeure

(a) No failure or omission by either of the parties hereto in the performance of any obligation of this Agreement (except payment by Celanese for services rendered under this Agreement) shall be deemed a breach of this Agreement nor create any liability for damages or injunctive relief if the same shall arise from any cause or causes beyond the control of such party, including but not restricted to the following, which for the purpose of this Agreement shall be regarded as beyond the control of such party: acts of God; any act of Federal, state, or local government or any agency thereof; compliance with requests, rules, regulations, or orders of any governmental officer authority; fire; storms; floods; earthquakes, explosions; accident; acts of the public enemy; war; rebellion; insurrection; riots; sabotage; invasions; epidemic; quarantine restrictions; strike; lock-out; disputes or differences with workmen (howsoever arising or from whatever cause); labor shortages; transportation embargoes or failures or delays in deliveries of any product, material or services, including, without limitation, utilities, petroleum products, supplies, raw materials and ingredients.

(b) In the event that either Celanese or Soltex finds it necessary to avail itself of the foregoing force majeure provisions, this Agreement shall not be extended thereby.

XI. Title and Insurance

Celanese will retain sole title to and risk of loss for the supplies and related stores and raw materials purchased for its account, the nylon produced therefrom, any intermediate product and the packaging material used in connection with the Nylon Plant.

XII. Output

(a) It is anticipated by the parties that the annual production of The Nylon Plant will be approximately 20,000,000 pounds. However, Celanese shall have no obligation to use The Nylon Plant at this production level and there shall be no liability for its failure to do so. Celanese will not reduce operations to zero except for temporary maintenance shutdowns.

XIII. Taxes

(a) Soltex shall not be liable for any income or excess profit tax or tax measured by net income due with respect to the operation of The Nylon Plant.

(b) Celanese will pay a share of the real property taxes levied on the improvements and real property on which The Nylon Plant is situate. Celanese's share will be on a pro-rata basis. Celanese shall also pay any other taxes, or an appropriate portion thereof, levied in respect of The Nylon Plant or the related assets or operations.

XIV. Relocation Project Team

(a) If Celanese decides to develop and design a new nylon manufacturing facility during the term of this Agreement, Soltex will, if requested by Celanese, provide the consulting services of a professionally qualified employee of Soltex to assist in such design and development if such an employee is at the time in the employ of

Soltex provided that such services do not interfere unduly with the operations of Soltex. Celanese may call for services of said employee requiring his absence from his place of employment with Soltex for up to one year. In addition, Soltex will make further services of such an employee available for consultation in connection

with startup for a period of not more than 90 days.

Soltex shall have no liability in respect of, and Celanese shall indemnify and hold harmless Soltex against all claims, damages, suits, liability and expense based on anything relating to such new nylon manufacturing facility.

(b) The fee for a representative assigned to the Project Team will be determined by multiplying his annual salary and fringe benefits by a fraction having a denominator of 250 and a numerator of the number of days, or fractions thereof, actually devoted by the Representative to the services of the Project Team. The fee will also include the out-of-pocket costs incurred by the representative and directly related to his assignment or services to the Project Team.

(c) In the event of an extended assignment of a representative to the Project Team which significantly reduces his service to Soltex, then, to the extent it becomes necessary, Soltex may retain a replacement to perform such services. Celanese will pay any increased cost to Soltex resulting from the difference between Soltex's cost for the replacement and the fee paid by Celanese for the representative pursuant to (b) above.

XV. Resolution of Disputes

(a) If the parties are unable to mutually agree on any item required by this Agreement to have such mutual agreement, the parties shall select a third party who shall determine the matter in dispute and such third party determination shall be binding on the parties hereto.

(b) If the parties are unable to mutually agree on a third party, each shall select a representative and the two representatives shall select a third party who will have the authority set forth in (a) above.

(c) The inability to reach mutual agreement shall not relieve either party from its obligations and liabilities under this Agreement.

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XVI. Assignment

This Agreement is not assignable by either party except to subsidiaries of which a majority of the voting stock is owned or controlled directly or indirectly by the assignor or to the successors or assignees of substantially all of the business and assets (including the high density polyethylene business at Deer Park, Texas and the real estate upon which The Nylon Plant is located) of Soltex or of Celanese Corporation.

XVII. Shipments

Soltex agrees that it will not knowingly cause to be shipped from The Nylon Plant nylon which fails to meet the specifications supplied by the Celanese Representative. In the event of production of nylon which fails to meet such specifications, Soltex may notify the Celanese Representative and in the event of such notice, Soltex will not ship such off-specification nylon unless so directed by the Celanese Representative.

XVIII. Liability and Indemnification

Except for a breach of Section XVII, Soltex shall have no liability for, and Celanese shall indemnify and hold harmless Soltex against, all claims, suits, loss, damage, liability and expense on account of illness, injury or death of persons, or damage to property, or claims of third parties arising from or relating to product manufactured at The Nylon Plant. Unless caused by negligence of Soltex, Soltex shall have no liability for, and Celanese shall indemnify and hold harmless Soltex against, all claims, loss, suits, damage, liability and expense on account of illness, injury or death of persons, or damage to property (including property of Celanese) at The Nylon Plant resulting from explosions, accidents, fire, water, steam or any other cause, whether or not similar to those enumerated here and on account of illness, injury or death of persons, or damage to property (including property of Soltex and including in such damage to property of Soltex consequential losses resulting from interruption of operations) wherever located or claims of third parties resulting from any condition of or thing occurring at The Nylon Plant or its operations.

Notwithstanding anything in this Agreement to the contrary, in the event of intentional failure by any of Soltex

015954

employees to manufacture product or to manufacture product in accordance with specifications, after notice from Celanese that such failure has occurred, Soltex shall remove such employees from The Nylon Plant immediately and if within 30 days Soltex has not replaced such employees then Celanese shall have the right to replace them with Celanese employees. In such event, the fee payable by Celanese hereunder shall be reduced accordingly and Soltex shall not be obligated to provide such employees pursuant to Section I of this Agreement.

XIX. Confidentiality

Attached hereto as Schedule I and incorporated herein by reference is a confidentiality agreement of even date relating to The Nylon Plant.

XX. Termination

(a) Unless terminated sooner by Celanese (but not sooner than the second anniversary date hereof) and with the exception of Section XIX above, this Agreement shall terminate on the fourth anniversary date of its date.

(b) Celanese will give written notice to Soltex one year prior to such termination under the terms of this Agreement.

XXI. Entire Agreement, Governing Law and Paragraph Headings

(a) The terms and conditions hereof 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, signed by a duly authorized officer or representative of such party, in which writing this Agreement is referred to explicitly.

(b) The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York.

(c) Headings as to the contents of particular para-

graphs 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 paragraphs to which they refer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly authorized and empowered officers as of the day and year first written above.

SOLTEX POLYMER CORPORATION

CELANESE CORPORATION, for its
Division, Celanese Plastics Company

By

[Signature]
1



By

Robert L. Mitchell

015956

Exhibit B

SPECIFICATIONS FOR NYLON
(which may be changed from time to time).

015957

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1000-1	SERIAL NO.	112N
COLOR	Natural	DATE	March 15, 1973
PROCESS	Coil Product	PAGE	1 OF 1
END USE	General Purpose		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Amine End Group, g eq./MM g	HOU-N-211	$45 \pm 3^*$
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color	HOU-N-223	L = 80 min.* b = 10 max.*
Notched Izod, ft. lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*

*Monitored - 1 in 7

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A & O C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR. _____

SERIAL NO.
DATE

015958

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1000-1	SERIAL NO.	117N
COLOR	Black ND-3009A	DATE	March 26, 1973
PROCESS	Coil Produced-Extruded	PAGE	1 OF 1
END USE	General Purpose Black		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	To pass
Notched Izod, ft. lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Brittle Breaks	HOU-N-226	*
Elongation, %	HOU-N-226	*

COMPONENTS

1000-1	98.5%	
Concentrate	1.5%	50% Dye-R3-830/50% EVA-Elvax 200

*Monitored - 1 in 7

APPROVALS

PLANT MANAGER _____

A & Q C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR. _____

SERIAL NO

DATE

NF-8 (3-72)

015959



CELANESE

PLASTICS COMPANY

A OIL FIELD SERVICE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1000-2	SERIAL NO.	115N
COLOR	Natural	DATE	March 15, 1973
PROCESS	Coil Product - Surface Coated Lubricant	PAGE	1 OF 1
END USE	General Purpose Lubricated		

REQUIREMENTS AND TOLERANCES

Test	Procedure	Specification
Relative Viscosity	HOU-N-200	50 ± 2.5
Amine End Group, g eq./MM g	HOU-N-211	$45 \pm 3^*$
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color	HOU-N-223	L = 80 min.* b = 10 max.*
Notched Izod, ft.lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
Zinc Stearate, wt.%**	HOU-N-219	0.022 - 0.035

*Monitored - 1 in 7

**Surfaced coated via tumble blending

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A & G C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO
DATE

015960



CELANESE
PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1000-2	SERIAL NO.	131N
COLOR	Black ND-3009A	DATE	Feb. 20, 1974
PROCESS	Extruded Product	PAGE	1 OF 1
END USE	General Purpose Lubricated		

Product is prepared by extrusion compounding nylon resin with 1.5% black concentrate (50% dye: R3-830 and 50% EVA-Elvax 200).

REQUIREMENTS AND TOLERANCES

	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
Zinc Sterate, wt. %**	HOU-N-219	0.022 - 0.035

* Monitored 1 in 7

** Surface coated via tumble blending.

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES
SERIAL NO.
DATE

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

015961

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON 1003-1
COLOR Natural
PROCESS Coil Product
END USE Heat Stabilized

SERIAL NO. 111N
DATE March 15, 1973
PAGE 1 OF 1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Amine End Group, g eq./MM g	HOU-N-211	$48 \pm 3^*$
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color	HOU-N-223	L - 80 min.* b - 20 max.*
Notched Izod, ft.lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
Copper, ppm	HOU-N-225	$60 \pm 10^*$
Iodine, ppm	HOU-N-227	$1350 \pm 150^*$

* monitored - 1 in 7

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A & O C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015962

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1003-2	SERIAL NO.	110N
COLOR	Natural	DATE	March 15, 1973
PROCESS	Coil Product - Surface Coated Lubricant	PAGE	1 OF 1
END USE	Heat Stabilized Lubricated		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Amine End Group, g eq./MMg	HOU-N-211	$48 \pm 3^*$
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color	HOU-N-223	L = 80 min* b = 20 max.*
Notched Izod, ft.lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
Copper, ppm	HOU-N-225	$60 \pm 10^*$
Iodine, ppm	HOU-N-227	$1350 \pm 150^*$
Zinc Stearate, wt. %**	HOU-N-219	0.022 - 0.035

* Monitored - 1 in 7

** Surface coated via tumble blending.

APPROVALS

PLANT MANAGER _____

A B C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO
DATE

NF-8 (3-72)

015963

CELANESE

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON 1003-2
COLOR Black ND-3009A
PROCESS Extruded Product
END USE Heat Stabilized Lubricated

SERIAL NO. 132N
DATE February 20, 1974
PAGE 1 OF 1

Product is prepared by extrusion compounding nylon resin with 1.5% black concentrate (50% dye: R3-830 and 50% EVA-Elvax 200).

REQUIREMENTS AND TOLERANCES

	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
Copper, ppm	HOU-N-225	$60 \pm 10^{***}$
Iodine, ppm	HOU-N-227	$1350 \pm 150^{***}$
Zinc Sterate, wt. %**	HOU-N-219	0.022 - 0.035

* Monitored - 1 in 7

**Surface Coated Via Tumble Blending

***Base Resin Monitored - 1 in 7

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO

DATE

NF-8 (3-72)

015964

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS

PRODUCT	NYLON 1000-4	CORRECTION
COLOR	Natural	SERIAL NO. 122N
PROCESS	Coil Product - Surface Coated Lubricant	DATE August 22, 1973
END USE	General Purpose Lubricated	PAGE 1 OF 1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Amine End Group, g eq./MM g	HOU-N-211	$45 \pm 3^*$
Total Volatiles, %	HOU-N-210	**
Contamination	HOU-N-218	200-10-0 max.
Color	HOU-N-223	L = 80 min.* b = 10 max.*
Notched Izod, ft. lbs./in.	HOU-N-222	0.9 min* *
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
Stearyl Alcohol, wt. %	Weight Aim	0.30 ± 0.07

* Monitored - 1 in 7

**The presence of stearyl alcohol interferes with the moisture test, and therefore this test will be waived. However, the base nylon must meet the specification moisture prior to tumble blending.

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO

DATE

NF-8 (3-72)

015965

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON 1200-1
COLOR Natural
PROCESS High RV Reactor
END USE High Viscosity Extrusion Grade

SERIAL NO. 95N
DATE May 14, 1971
PAGE 10F1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	240 - 275
Amine End Group, g eq./MM g	HOU-N-211	*
Total Volatiles, %	HOU-N-210	0.03 ± 0.02
Contamination	HOU-N-218	200-10-0 maximum
Color - L	HOU-N-223	80 minimum*
Color - b	HOU-N-223	20 maximum*
Notched Izod, ft. lbs./in.	HOU-N-222	*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*

* Monitored - 1 in 7

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B O C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO
DATE

015966

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1300-1	SERIAL NO.	114N
COLOR	Natural	DATE	March 15, 1973
PROCESS	Nucleated Coil Product	PAGE	1 OF 1
END USE	Fast Cycle Molding Resin		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 $\pm$ 2.5
Amine End Group, g eq./MMg	HOU-N-211	45 $\pm$ 3*
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color	HOU-N-223	L = 80 min.* b = 10 max.*
Notched Izod, ft.lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additive No. 173 (Nucleant)	Weight Aim	0.10 wt. %

* Monitored - 1 in 7

APPROVALS

PLANT MANAGER _____

A.B.C. _____

SUPERSEDES

TECH. MANAGER _____

TECH. SERVICE MGR. _____

PRODUCT MGR. _____

SERIAL NO.
DATE

HF-8 (3-72)

015967

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON 1310 - 1
COLOR Natural
PROCESS Nucleated Coil Product
END USE Fast Cycle Molding Resin

SERIAL NO. 113N
DATE March 15, 1973
PAGE 1 OF 1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 $\pm$ 2.
Amine End Group, g eq./MM g	HOU-N-211	45 $\pm$ 3*
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color	HOU-N-223	L = 80 min.* b = 10 max.*
Notched Izod, ft. lbs/in.	HOU-N-222	1.0 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additive No. 178 (Nucleant)	Weight aim	0.020 - 0.035%

*Monitored - 1 in 7

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A & G C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015968

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1310-2	SERIAL NO.	129N
COLOR	Natural	DATE	February 20, 1974
PROCESS	Nucleated Product	PAGE	1 OF 1
END USE	Fast Cycle Molding Resin Lubricated		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 + 2.5
Amine End Group, g eq./MM g	HOU-N-211	45 ± 3*
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color - L	HOU-N-223	80 min.*
Color - b	HOU-N-223	10 max.*
Notched Izod, ft. lbs./in.	HOU-N-222	1.0 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
No. 178 (Nucleant), %	Weight Aim	0.020 - 0.035
Zinc Sterate, wt. %**	HOU-N-219	0.022 - 0.035

*Monitored - 1 in 7

** Surface coated via tumble blending

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.

DATE

015969



CELANESE

PLASTICS COMPANY
A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1310-2	SERIAL NO.	123N
COLOR	Black ND-3009 ASP - Salt/Pepper Blend	DATE	June 15, 1973
PROCESS	Coil Product - Surface Coated Lubricant	PAGE	1 OF 1
END USE	Fast Cycle Molding Resin		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 $\pm$ 2.5
Total Volatiles, %	HOU-N-210	**
Contamination	HOU-N-218	To Pass
Notched Izod, ft.lbs./in.	HOU-N-222	0.9 min.*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
No. 178 (Nucleant), wt. %	Weight aim	0.020 - 0.035
Zinc Sterate, wt. %***	HOU-N-219	0.022 - 0.035

COMPOSITION

1310-2	98.4 - 98.6%
Concentrate	1.4 - 1.6% 50/50 R3-830/EVA Black Concentrate

*Monitored - 1 in 7

** The presence of EVA concentrate interferes with the moisture test, and therefore, this test will be waived. However, the base nylon must meet the specification moisture prior to tumble blending.

***Surface coated via tumble blending.

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____	A & G C. _____	SUPERSEDED SERIAL NO. DATE
TECH MANAGER _____	TECH SERVICE MGR _____	PRODUCT MGR _____

015970

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1310-2	SERIAL NO.	13CN
COLOR	Black ND 3009A	DATE	February 20, 1974
PROCESS	Extruded Nucleated Product	PAGE	1 OF 1
END USE	Fast Cycle Molding Resin, Lubricated		

Product is prepared by extrusion compounding nucleated nylon resin with 1.5% black concentrate (50% dye: R3-830 and 50% EVA-Elvax 200).

REQUIREMENTS AND TOLERANCES

	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 2.5
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	1.0 min. *
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Additives:		
No. 178 (Nucleant), %	Weight Aim	0.020 - 0.035
Zinc Sterate, wt. %**	HOU-N-219	0.022 - 0.035

*Monitored - 1 in 7

**Surface coated via tumble blending.

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.

DATE

015971

**ELANESE**

PLASTICS COMPANY

A DIVISION OF PELANEEF CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PROD.	NYLON 1310-4	SERIAL NO.	124N
COLOR	Natural	DATE	November 7, 1973
PROCESS	Nucleated Coil Product, Surface Lubricated	PAGE	1 OF 1
END USE	Fast Cycle Lubricated Molding Resin		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specifications</u>
Relative viscosity	HOU-N-200	50 $\pm$ 2.5
Amine End Group, g eq./MM g	HOU-N-211	45 $\pm$ 3*
Total Volatiles, %	HOU-N-210	**
Contamination	HOU-N-218	200-10-0 max.
Color - L	HOU-N-223	80 min.*
Color - b	HOU-N-223	10 max.*
Notched Izod, ft.lbs./in.	HOU-N-222	1.0 min.*
Tensile Strength, psi	HOU-N-226	**
Elongation, %	HOU-N-226	**
Additives:		
No. 178 (Nucleant), wt. %	Weight Aim	0.020 - 0.035
Stearyl Alcohol, wt. %***	Weight Aim	0.3 $\pm$ 0.1

* Monitored - 1 in 7

** The presence of stearyl alcohol interferes with the moisture test, and therefore this test will be waived. However, the base nylon must meet the specification moisture prior to tumble blending.

*** Surface coated via tumble blending.

APPROVALS

PLANT MANAGER _____

A & Q C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO

DATE

NF-8 (3-72)

015972

**CELANESE**

PLASTICS COMPANY

DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON 1500-1
COLOR Natural
PROCESS Extruded Product
END USE General purpose glass filled

SERIAL NO. 125N
DATE February 5, 1974
PAGE 1 OF 1

Product is prepared by extrusion compounding nylon resin with chopped glass strand.

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 $\pm$ 4
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-50-0 max.
Color - L	HOU-N-223	55 - 64*
Color - b	HOU-N-223	10 - 17*
Notched Izod, ft. lbs./in.	HOU-N-222	1.6 min.*
Tensile Strength, psi	HOU-N-226	25,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	33 $\pm$ 2

* Monitored - 1 in 7

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C O. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015973

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1500-2	SERIAL NO.	126N
COLOR	Natural	DATE	Feb. 5, 1974
PROCESS	Extruded Product	PAGE	1 OF 1
END USE	General Purpose Glass Filled Lubricated		

Product is prepared by extrusion compounding nylon resin with chopped glass strand.

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 ± 4
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-50-0 max.
Color - L	HOU-N-223	55 - 64*
Color - b	HOU-N-223	10 - 17*
Notched Izod, ft. lbs./in.	HOU-N-222	1.6 min.*
Tensile Strength, psi	HOU-N-226	25,000 min.*
Elongation, %	HOU-N-226	"
Ash (Glass), %	HOU-N-212	33 ± 2
Additives:		
Zinc Stearate, wt. %**	HOU-N-219	0.022 - 0.035

* Monitored - 1 in 7

** Surface coated via tumble blending.

HF-B (3-72)

APPROVALS

PLANT MANAGER _____

A & Q C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015974

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON 1503-1

COLOR Natural

PROCESS Extruded Product

END USE General Purpose Glass Filled Heat-Stabilized

SERIAL NO. 127N

DATE Feb. 5, 1974

PAGE 1 OF 1

Product is prepared by extrusion compounding nylon resin with chopped glass strand.

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 $\pm$ 4
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-50-0 max.
Color - L	HOU-N-223	55 - 64*
Color - b	HOU-N-223	10 - 17*
Notched Izod, ft. lbs./in.	HOU-N-222	1.6 min.*
Tensile Strength, psi	HOU-N-226	25,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	33 $\pm$ 2
Additives:		
Copper, ppm	HOU-N-225	34 - 50*
Iodine, ppm	HOU-N-227	780 - 1040*

* Monitored - 1 in 7

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B Q C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015975

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1503-1	SERIAL NO.	134N
COLOR	Black ND-3007	DATE	Feb. 20, 1974
PROCESS	Extrusion of Blended Components	PAGE	1 OF 1
END USE	Heat Stabilized, Glass Filled Applications		

Product is prepared by extrusion compounding nylon resin with chopped glass strand and 0.83% black concentrate (Chemtron T 1197-1 and 30% Cabot 800).

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 ± 4
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	1.4 min.*
Tensile Strength, psi	HOU-N-226	25,000 min.*
Elongation, %	HOU-N-226	•
Ash (Glass), %	HOU-N-212	33 ± 2
Additives:		
Copper, ppm	HOU-N-225	34 - 50**
Iodine, ppm	HOU-N-227	780 - 1040**

* Monitored - 1 in 7

** Base resin monitored - 1 in 7

HF-8 (3-7-74)

APPROVALS

PLANT MANAGER _____

A. B. G. C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.

DATE

015976



PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1503-2	SERIAL NO.	128N
COLOR	Natural	DATE	Feb. 5, 1974
PROCESS	Extruded Product	PAGE	1 OF
END USE	General Purpose Glass-Filled Lubricated and Heat Stabilized		

Product is prepared by extrusion compounding nylon resin with chopped glass strand.

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 ± 4
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-50-0 max.
Color - L	HOU-N-223	55 - 64*
Color - b	HOU-N-223	10 - 17*
Notched Izod. ft. lbs./in.	HOU-N-222	1.6 min.*
Tensile Strength, psi	HOU-N-226	25,000 min.*
Elongation, %	HOU-N-226	"
Ash (Glass), %	HOU-N-212	33 ± 2
Additives:		
Copper, ppm	HOU-N-225	34 - 50*
Zinc Stearate, wt. %**	HOU-N-219	0.022 - 0.035
Iodine, ppm	HOU-N-227	780 - 1040*

*Monitored - 1 in 7

**Surface coated via tumble blending.

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015977

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS NYLON

PRODUCT	NYLON 1503-2	SERIAL NO.	133N
COLOR	Black ND-3007	DATE	Feb. 20, 1974
PROCESS	Extrusion of Blended Components	PAGE	1 OF 1
END USE	Heat Stabilized, Glass Filled, Lubricated		

Product is prepared by extrusion compounding nylon resin with chopped glass strand and 0.83% black concentrate (Chemtron T 1197-1 and 30% Cabot 600).

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 ± 4
Total Volatiles, %	HOU-N-210	0.20 max.
Notched load, ft. lbs./in.	HOU-N-222	1.4 min.*
Tensile Strength, psi	HOU-N-226	25,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	33 ± 2
Additives:		
Copper, ppm	HOU-N-225	34 - 50***
Zinc Stearate, wt. %**	HOU-N-219	0.022 - 0.035
Iodine, ppm	HOU-N-227	780 - 1040***

* Monitored - 1 in 7

** Surface coated via tumble blending

*** Base resin monitored - 1 in 7

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO
DATE

HF-8 (3-72)

015978

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1600-1	SERIAL NO.	135N
COLOR	Black ND-3007	DATE	Feb. 20, 1974
PROCESS	Extruded Product	PAGE	1 OF 1
END USE	General Purpose Black Glass Filled		

Product is prepared by extrusion compounding nylon resin with chopped glass strands and 0.83% black concentrate (Chemtron T 1197-1 and 30% Cabot 800).

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 ± 4
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	To be determined*
Tensile Strength, psi	HOU-N-226	27,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	41 ± 2

* Monitored - 1 in 7

APPROVALS

PLANT MANAGER _____

A & G C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

MF-8 (3-72)

015979

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1600-2	SERIAL NO.	116N
COLOR	Natural	DATE	April 27, 1973
PROCESS	Extruded Coil Product	PAGE	1 OF 1
END USE	General purpose glass-filled lubricated		

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 $\pm$ 4
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-50-0 max.
Color - L	HOU-N-223	55 - 64*
Color - b	HOU-N-223	14 - 20*
Notched Izod, ft. lbs./in.	HOU-N-222	1.8 min.*
Tensile Strength, psi	HOU-N-226	27,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	41 $\pm$ 2
Additives:		
Zinc Stearate, wt. % **	HOU-N-219	0.022 - 0.035

* Monitored - 1 in 7

** Surface coated via tumble blending

HF-B (3-72)

APPROVALS

PLANT MANAGER _____

A & G C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO. _____

DATE _____

015980

**CELANESE****PLASTICS COMPANY**

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1600-1	SERIAL NO.	103N
COLOR	Natural	DATE	Oct. 7, 1971
PROCESS	Extrusion of Blended Components	PAGE	1 OF 1
END USE	General Purpose Glass Filled		

This product is prepared by extrusion compounding nylon resin and Pittsburgh Plate Glass (PPG 6532) glass strand.

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 ± 4
Total volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-50-0 max.
Color - L	HOU-N-223	55 - 64*
Color - b	HOU-N-223	14 - 20*
Notched Izod, ft. lbs./in.	HOU-N-222	1.6 min.*
Tensile Strength, psi	HOU-N-226	25,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	41 ± 2

* Monitored - 1 in 7

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO
DATE

015981

PRODUCT	NYLON 1600-2	SERIAL NO.	136N
COLOR	Black ND-3007	DATE	Feb. 20, 1974
PROCESS	Extruded Product	PAGE	1 OF 1
END USE	General Purpose Glass Filled Lubricated		

Product is prepared by extrusion compounding nylon resin with chopped glass strands and 0.63% black concentrate (Chemtron T 1197-1 and 30% Cabot 800).

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-1-201	54 ± 4
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	To be determined*
Tensile Strength	HOU-N-226	27,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	41 ± 2
Additives:		
Zinc Stearate, wt. %**	HOU-N-219	0.022 - 0.035

* Monitored - 1 in 7

** Surface coated via tumble blending

NF-B (3-72)

APPROVALS

PLANT MANAGER _____

A.S.O.C. _____

SUPERSEDES
 SERIAL NO.
 DATE

TECH. MANAGER _____

TECH. SERVICE MGR _____

PRODUCT MGR _____

DATE

015982



PLASTICS COMPANY

A DIVISION OF CE

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1603-1	SERIAL NO.	137N
COLOR	Black ND-3007	DATE	Feb. 20, 1974
PROCESS	Extruded Product	PAGE	1 OF 1
END USE	Heat Stabilized Glass Filled		

Product is prepared by extrusion compounding nylon resin with chopped glass strands and 0.83% black concentrate (Chemtron T 1197-1 and Cabot 500).

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 $\pm$ 4
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	To be determined*
Tensile Strength, psi	HOU-N-226	27,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	41 $\pm$ 2
Additives:		
Copper, ppm	HOU-N-225	30 - 40**
Iodine, ppm	HOU-N-227	708 - 684**

* Monitored - 1 in 7

** Base resin monitored - 1 in 7

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO

DATE

015983



PLASTICS COMPANY

USE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT	NYLON 1603-2	SERIAL NO.	138N
COLOR	Black ND-3007	DATE	Feb. 20, 1974
PROCESS	Extruded Product	PAGE	1 OF 1
END USE	Heat Stabilized Glass Filled Lubricated		

Product is prepared by extrusion compounding nylon resin with chopped glass strands and 0.83% black concentrate (Chemtron T 1197-1 and 30% Cabot 800).

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-201	54 ± 4
Total Volatiles, %	HOU-N-210	0.20 max.
Notched Izod, ft. lbs./in.	HOU-N-222	To be determined*
Tensile Strength	HOU-N-226	27,000 min.*
Elongation, %	HOU-N-226	*
Ash (Glass), %	HOU-N-212	41 ± 2
Additives:		
Copper, ppm	HOU-N-225	30 - 40***
Iodine, ppm	HOU-N-227	708 - 884***
Zinc Stearate, wt. %**	HOU-N-219	0.022 - 0.035

* Monitored - 1 in 7

** Surface coated via tumble blending

*** Base resin monitored - 1 in 7

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A B C _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015984

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON N184
COLOR Natural
PROCESS Coil Product
END USE N186 Feed (Film)

SERIAL NO. 108N
DATE Mar. 15, 1973
PAGE 1 OF 1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 $\pm$ 2.5
Amine End Group, g eq./MM g	HOU-N-211	48 $\pm$ 2*
Total Volatiles, %	HOU-N-210	0.20 max.
Contamination	HOU-N-218	200-10-0 max.
Color - L	HOU-N-223	80 min.*
Color - b	HOU-N-223	20 max.*
Additives:		
Copper, ppm	HOU-N-225	60 $\pm$ 10*
Iodine, ppm	HOU-N-227	525 $\pm$ 75*

* Monitored - 1 in 7

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A & O C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015985

**CELANESE****PLASTICS COMPANY**

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON N186
COLOR Natural
PROCESS High RV Reactor
END USE Film

SERIAL NO. 109N
DATE Mar. 15, 1973
PAGE 10F1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	245 - 290
Amine End Group, g eq./MM g	HOU-N-211	*
Total Volatiles, %	HOU-N-210	0.05 max.
Contamination	HOU-N-218	200-10-0 max.
Color - L	HOU-N-223	75 min.*
Color - b	HOU-N-223	27 max.*
Notched Izod, ft./lbs./in.	HOU-N-222	*
Tensile Strength, psi	HOU-N-226	*
Elongation, %	HOU-N-226	*
Gel Count, Film	HOU-N-228	10 maximum
Additives:		
Copper, ppm	HOU-N-225	60 ± 10*
Iodine, ppm	HOU-N-227	525 ± 75*

* Monitored - 1 in 7

APPROVALS

PLANT MANAGER _____

A & Q C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

NF-8 (3-72)

015986



PLASTICS COMPANY
A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON N200
COLOR Natural
PROCESS Coil Product
END USE Broad Specification

SERIAL NO. 120
DATE April 27, 1973
PAGE 1 OF 1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 $\pm$ 4
Total Volatiles, %	HOU-N-210	0.40 maximum
Contamination	HOU-N-218	1000-500-0 maximum
Color	HOU-N-223	
L		70 minimum *
b		15 maximum *

* Monitored - 1 in 7

HF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A. B. C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO.
DATE

015987

**CELANESE**

PLASTICS COMPANY

A DIVISION OF CELANESE CORPORATION

PRODUCT SPECIFICATIONS - NYLON

PRODUCT NYLON N355
COLOR Natural
PROCESS Coil Product
END USE Broad Specification

SERIAL NO. 121
DATE April 27, 1973
PAGE 1 OF 1

REQUIREMENTS AND TOLERANCES

<u>Test</u>	<u>Procedure</u>	<u>Specification</u>
Relative Viscosity	HOU-N-200	50 ± 4
Total Volatiles, %	HOU-N-210	0.40 Maximum
Contamination	HOU-N-218	600-100-0 Maximum
Color	HOU-N-223	
L		70 Minimum *
b		15 Maximum*

*Monitored - 1 in 7

NF-8 (3-72)

APPROVALS

PLANT MANAGER _____

A. & C. _____

SUPERSEDES

TECH MANAGER _____

TECH SERVICE MGR _____

PRODUCT MGR _____

SERIAL NO
DATE

015988

SCHEDULE I

NYLON CONFIDENTIALITY AGREEMENT

AGREEMENT MADE THIS ____ DAY OF OCTOBER 1974, BETWEEN CELANESE CORPORATION, A CORPORATION OF DELAWARE, U.S.A., HEREINAFTER CALLED "CELANESE": AND

HEREINAFTER CALLED "SOLVAY".

WHEREAS CELANESE IS SELLING TO SOLVAY ITS HIGH DENSITY POLYETHYLENE (HDPE) FACILITY LOCATED AT DEER PARK, TEXAS;

WHEREAS CELANESE HAS A NYLON MOLDING COMPOUND MANUFACTURING OPERATION (THE PLANT) LOCATED PHYSICALLY WITHIN THE CONFINES OF SAID HDPE FACILITY;

WHEREAS SOLVAY FOR A PERIOD OF UP TO ____ YEARS WILL RUN THE PLANT FOR THE BENEFIT AND UNDER THE DIRECTION OF CELANESE AND WITH CELANESE OWNING THE RAW MATERIALS AND THE FINISHED PRODUCTS;

WHEREAS SOLVAY THROUGH THE RUNNING OF THE PLANT WILL OBTAIN ACCESS TO PROPRIETARY INFORMATION CONCERNED WITH THE PLANT (PROPRIETARY INFORMATION); AND

WHEREAS SUCH PROPRIETARY INFORMATION WILL INCLUDE CELANESE INFORMATION AS WELL AS INFORMATION RECEIVED BY CELANESE UNDER OBLIGATION OF CONFIDENTIALITY FROM IMPERIAL CHEMICAL INDUSTRIES LIMITED (ICI) AND FIBER INDUSTRIES, INC. (FII).

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS:

015989

1. SOLVAY AGREES TO HOLD CONFIDENTIAL ALL THE PROPRIETARY INFORMATION OBTAINED BY IT AS AFORESAID AND TO USE IT ONLY FOR THE PURPOSE OF RUNNING THE PLANT FOR CELANESE.
2. SOLVAY FURTHER AGREES TO HOLD SECURELY AND SEPARATELY THE PROPRIETARY INFORMATION.
3. SOLVAY FURTHER AGREES TO GIVE ACCESS TO THE PROPRIETARY INFORMATION ONLY TO THOSE PERSONNEL WHO ARE REQUIRED TO KNOW THE SAME AND, TO THE EXTENT CONSISTENT WITH THE EFFICIENT RUNNING OF ALL OF THE FACILITIES AT DEER PARK, TO HAVE THE PERSONNEL WORKING IN THE PLANT NOT WORK ON OTHER OPERATIONS.
4. SOLVAY FURTHER AGREES NOT TO DISCLOSE THE PROPRIETARY INFORMATION TO SOLVAY ET CIE. OR TO ANY SUBSIDIARY OR AFFILIATE OR LICENSEE OF SOLVAY ET CIE.
5. AT THE REQUEST OF CELANESE AND IN ANY EVENT NOT LATER THAN THE SHUTTING DOWN OF THE PLANT, SOLVAY AGREES TO RETURN TO CELANESE ALL COPIES OF THE PROPRIETARY INFORMATION AND KEEP NO COPIES THEREOF.
6. SOLVAY FURTHER AGREES TO CALL THE PROVISIONS OF THIS NYLON CONFIDENTIALITY AGREEMENT TO THE ATTENTION OF ALL PERSONNEL (OTHER THAN HOURLY) WHO RECEIVE TECHNICAL INFORMATION AND TO OBTAIN THEIR WRITTEN AGREEMENT TO ABIDE BY THE TERMS THEREOF. SOLVAY WILL PROVIDE CELANESE WITH A COPY OF SUCH WRITTEN ACKNOWLEDGEMENT.
7. THE FOREGOING PROVISIONS SHALL NOT APPLY TO INFORMATION IDENTICAL WITH THAT WHICH WAS IN THE POSSESSION OF SOLVAY BEFORE THEY RECEIVED IT HEREUNDER AS SHOWN BY THE WRITTEN RECORDS OF SOLVAY, WHICH BECOMES PUBLIC THROUGH NO FAULT OF SOLVAY, OR WHICH IS LAWFULLY RECEIVED BY SOLVAY FROM A THIRD PARTY, BUT ONLY TO THE EXTENT SOLVAY IS FREE TO DISCLOSE AND/OR USE SUCH RECEIVED INFORMATION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

015990

NYLON PLANT CONFIDENTIALITY AGREEMENT

Agreement made this 19th day of November 1974, between Celanese Corporation, a corporation of Delaware, U.S.A., having an address at 1211 Avenue of the Americas, New York, New York 10036, U.S.A., hereinafter called "Celanese"; Fiber Industries Inc., a corporation of Delaware, U.S.A., having an address at P. O. Box 10038, Charlotte, North Carolina 28237, U.S.A., hereinafter called "FII"; Imperial Chemical Industries Limited, a British corporation, having an address at Milbank, London SW1P 3JF, England, hereinafter called "ICI"; and Soltex Polymer Corporation.

herein after called "Solvay".

Whereas, Celanese is selling to Solvay its high density polyethylene (HDPE) facility located at Deer Park, Texas;

Whereas, Celanese has a nylon molding compound manufacturing operation (The Nylon Plant) located physically within the confines of said HDPE facility;

Whereas, Solvay for a period of up to four years will run The Nylon Plant for the benefit and under the direction of Celanese and with Celanese owning the raw materials and the finished products and for an additional year Solvay will have access to The Nylon Plant during the removal of all The Nylon Plant physical assets and any related property;

Whereas, Solvay through its connection with The Nylon Plant will obtain access to proprietary information concerned with the Plant (Proprietary Information); and

015991

Whereas, such Proprietary Information will include Celanese information as well as information received by Celanese under obligation of confidentiality from ICI and FII.

Now, therefore, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

1. Solvay agrees to hold confidential all the Proprietary Information obtained by it as aforesaid and to use it only for the purpose of running The Nylon Plant for Celanese.
2. Solvay further agrees to hold securely and separately the Proprietary Information.
3. Solvay further agrees to give access to the Proprietary Information only to those personnel who are required to know the same and, to the extent consistent with the efficient running of all of the facilities at Deer Park, to have the personnel working in The Nylon Plant not work on other operations.
4. Solvay further agrees not to disclose the Proprietary Information to Solvay et Cie. or to any subsidiary or affiliate or licensee of Solvay et Cie.
5. At the request of Celanese and in any event not later than the shutting down of The Nylon Plant, Solvay agrees to return to Celanese all copies of the Proprietary Information and keep no copies thereof.

015992

6. Solvay further agrees to call the provisions of this Nylon Plant Confidentiality Agreement to the attention of all personnel (other than hourly) who receive Technical Information and to obtain their written agreement to abide by the terms thereof. Solvay will provide Celanese with a copy of such written acknowledgement.
7. The foregoing provisions shall not apply to information identical with that which was in the possession of Solvay before they received it hereunder as shown by the written records of Solvay, which becomes public through no fault of Solvay, or which is lawfully received by Solvay from a third party, but only to the extent Solvay is free to disclose and/or use such Received Information.
8. ICI and FII hereby authorize Celanese to disclose to Solvay the Proprietary Information for the purpose and in the manner specified.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

CELANESE CORPORATION



By

FIBER INDUSTRIES, INC.

By

IMPERIAL CHEMICAL INDUSTRIES LIMITED

By

SOLTEX POLYMER CORPORATION

ASSISTANT
SECRETARY

11/5/74 - FK

By

015993

THE STATE OF TEXAS I

COUNTY OF HARRIS I

Pursuant to that certain agreement dated November 19, 1974, hereinafter referred to as the "Purchase and Sale Agreement", Celanese Corporation, herein referred to as "Lessee", sold to Soltex Polymer Corporation, herein referred to as "Lessor", Lessee's high density polyethylene (HD-PE) plant near Deer Park, Texas. Under the terms of the Purchase and Sale Agreement certain facilities, equipment and fixtures used in the production of nylon were not sold by Lessee to Lessor, and as provided in that certain agreement dated November 19, 1974 known as the "Nylon Plant Operating Agreement", Lessor and Lessee have agreed that Lessor shall provide certain services in connection with the operation of the nylon plant. Further, as provided in said Purchase and Sale Agreement the parties desire to enter into a lease under the terms of which Lessor shall lease to Lessee the land upon which the nylon plant facilities are located.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase and Sale Agreement, Lessor and Lessee agree as follows:

I

Lessor does hereby lease and let unto Lessee that certain land in Harris County, Texas, comprising that portion of the real estate sold and conveyed by Lessee to Lessor under the Purchase and Sale Agreement which is described as Area 110 (on which on the date hereof there are situated the polymer unit and Warehouse) and Areas 160 and 170 (on which on the date hereof there are situated the nylon biological treatment facilities).

II

For the same consideration Lessor hereby grants unto Lessee, its contractors and their respective employees, the right of ingress to and egress from the leased premises over and across the land sold and conveyed to Lessor by Lessee pursuant to the Purchase and Sale Agreement; provided, however, that such ingress and egress shall be exercised by Lessee, its contractors and their respective employees, in compliance with Lessor's plant entrance rules and regulations.

III

The term of this lease shall commence on the 19th day of November, 1974, and shall continue, unless earlier terminated under the provisions of this lease, until the 19th day of November, 1979, both dates inclusive.

IV

This lease may be terminated by Lessee at the end of the second lease year or thereafter by Lessee giving 12 months prior written notice to Lessor of its intention to terminate the same. Any notice of termination shall be given by mailing the same United States registered or certified mail, postage prepaid, to the address shown in Article VIII of this lease. Date of mailing in such manner shall constitute the date of such notice.

015994

Upon the termination of this lease, Lessee will have up to 12 months (but in no event beyond November 19, 1975) in which to remove in accordance with Section VIII of the Nylon Plant Operating Agreement the Nylon Physical Assets defined in that Section. Upon such removal, Lessee will peaceably yield up the leased premises unto Lessor. In connection with such removal, Lessee, its contractors and their respective employees, shall have the right of ingress to and egress from the nylon plant across the lands of Lessor and the right to use such road or roads of Lessor as may be necessary to remove such facilities; provided, however, that Lessee shall notify Lessor in writing at least 24 hours prior thereto of such proposed use, and in the exercise of this right Lessee shall keep vehicles used in connection therewith at a minimum required to perform such removal, providing adequate protection at night in the form of signal flares at all parked equipment near roads or traveled areas. If caused by Lessee's use thereof, promptly after completion of such removal, Lessee will restore such roads damaged by such use to the condition in which they existed prior to the commencement of such removal.

VI

Without limitation of Lessee's obligations under the Purchase and Sale Agreement and the Nylon Plant Operating Agreement, Lessee agrees to indemnify and hold Lessor harmless from and against all claims, actions, liability, loss, damage or expense which may be caused by or arise out of the alteration or addition to or the construction of improvements in the nylon plant, or arising out of the removal thereof upon the termination of this lease, unless caused by the negligence of Lessor, its contractors or their respective employees.

VII

Lessee shall have the right from time to time during the term hereof to make alterations and improvements of the nylon plant necessary to maintain efficient operations of the nylon plant at its sole liability, cost and expense.

VIII

Any notice or demand which is required or permitted to be given by either party under the terms of this lease shall be given in writing and shall be served upon the other party by United States certified or registered mail addressed to such other party as follows:

LESSOR: Soltex Polymer Corporation
Battleground Road
Deer Park, Texas 77536

LESSEE: Celanese Corporation
1211 Avenue of the Americas
New York, New York 10036
Attention: Corporate Secretary

Each party shall have the right from time to time to designate in writing a different address than that specified above setting forth the new address to be used.

The terms and conditions of this lease shall be binding upon the parties hereto and their successors and assigns; provided, however, that this lease is not assignable by either party without the consent of the other party except (i) in the case of either party, to subsidiaries of which a majority of the voting stock is owned or controlled directly or indirectly by the assignor, or to the successors or assignees of substantially all of the business and assets of Lessor or that portion of Lessee now known as "CELANESE PLASTICS COMPANY", as the case may be and (ii) in the case of Lessor, to a corporation the majority of the voting stock of which is owned by the entity which owns the majority of the voting stock of Lessor or to a special purpose leasing vehicle to which most of the assets of Lessor have been sold and leased back, but in any such event Lessor shall remain liable hereunder.

TO HAVE AND TO HOLD the leased premises unto Lessee for and during the term hereof, and Lessor warrants that it has good right and title to lease the same, and that during the term hereof it will warrant and defend the leased premises unto Lessee from and against the lawful claims or demands of every person, firm or corporation whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, this instrument is executed in duplicate original copies, either of which shall constitute an original, this the 19th day of November, 1974.

CELANESE CORPORATION

By Robert H. Ingram
Vice President

ATTEST:

William H. Smith
Assistant Secretary

LESSEE

SOLTEX POLYMER CORPORATION

By Robert H. Smith
President

ATTEST:

Debra R. Rine
Secretary

LESSOR



57
November 19, 1974

Soltex Polymer Corporation
c/o Solvay American Corporation
609 Fifth Avenue
New York, N.Y.

Gentlemen:

This is to confirm our agreement as part of the transactions contemplated by the Purchase and Sale Agreement between us of even date that from and after the closing until December 31, 1974 (unless extended by mutual agreement):

1. Celanese will meet the payroll of Soltex's HDPE salaried employees and upon notice from Celanese to Soltex's designee of the amount of the payment made by Celanese for such payroll, Soltex will reimburse Celanese within 24 hours of such notice by transferring such amount in immediately available funds to Celanese's accounts specified by Celanese;

2. Celanese will permit Soltex's HDPE field salesmen to charge sight drafts (maximum \$300 each) covering their expenses against the same Celanese bank accounts used prior to the closing, and within 24 hours of receipt by Soltex of notice from Celanese of the amounts charged against Celanese's accounts, Soltex will reimburse Celanese by transferring such amounts in immediately available funds to Celanese's accounts specified by Celanese;

3. With respect to hourly HDPE employees of Soltex, Celanese will permit Soltex to prepare and use Celanese checks drawn on Celanese accounts to pay such employees. On the day the checks are distributed by Soltex, Soltex will transfer in immediately available funds to Celanese accounts specified by Celanese the amounts paid by such checks.

4. With respect to travel advances and expenses of Soltex HDPE non-field sales personnel and to small-item accounts payable (\$25,000 or less per item), Soltex will be permitted by Celanese to prepare and use Celanese checks drawn on Celanese accounts. Soltex will disburse checks with respect to such advances, expenses and accounts payable not more than once a week and on the date of disbursement,

015997

Soltex will transfer in immediately available funds to Celanese accounts specified by Celanese the amounts paid by such checks. With respect to all other accounts payable (over \$25,000) Soltex will be permitted to prepare and use Celanese checks drawn on Celanese accounts, and on the day each check is distributed, Soltex will transfer the amount represented by such check in immediately available funds to Celanese accounts specified by Celanese;

5. With respect to receivables collected by Celanese which are for the account of Soltex, upon notice to Celanese by the bank of such collections Celanese will notify Soltex thereof and within 24 hours transfer to Soltex's accounts designated by Soltex immediately available funds equal to such amounts;

6. All of the above matters are subject to audit at the option of and at the expense of the party requesting the audit;

7. On December 31, 1974 or upon such earlier date as the abovementioned arrangements shall terminate on request of Soltex, Soltex shall return all unused Celanese checks to Celanese.

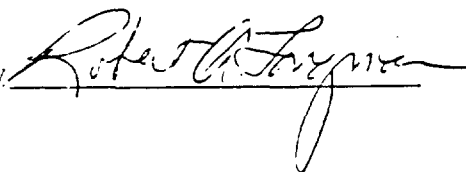
If the foregoing is in accordance with your understanding, please sign below as indicated.

Very truly yours,

CELANESE CORPORATION



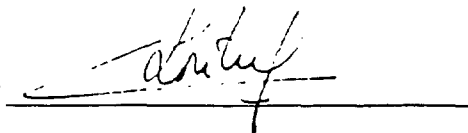
BY



ACCEPTED AND AGREED TO:

SOLTEX POLYMER CORPORATION

By



015998



November 19, 1974

Soltex Polymer Corporation
c/o Solvay American Corporation
609 Fifth Avenue
New York, New York

Gentlemen:

This expresses our agreement wherein Soltex Polymer Corporation (Soltex), will sell epolene wax to Celanese Corporation (Celanese) and Celanese will sell ethylene to Soltex on the following terms and conditions:

Soltex will sell one million pounds of epolene wax to Celanese during 1975, provided Soltex obtains such epolene wax pursuant to the Eastman Agreement defined below. Deliveries will be in approximately equal monthly installments.

The price will be the price at which Soltex purchases such epolene wax under an Agreement (the "Eastman Agreement") dated July 1, 1964, between Eastman Kodak Company, Eastman Chemical Products, Inc., and Celanese Corporation of America, as amended, in which Eastman Agreement Soltex has been substituted for Celanese by virtue of a Substitution Agreement dated November 19, 1974.

Celanese will sell ethylene to Soltex during 1975 at the price contained in the Ethylene Supply Contract between Celanese and Soltex dated November 19, 1974. Deliveries will be in approximately equal monthly installments. The quantity of ethylene ("Quantity") will be the product obtained by multiplying the number of pounds of epolene wax delivered to Celanese under this letter times the multiplier of 1.57. This multiplier may be changed by mutual agreement of the parties, but if no such agreement is reached, Soltex will have no further obligation to deliver epolene wax.

015999



Celanese will direct that a portion of the ethylene it is obligated to supply Soltex under the HD-PE Conversion Agreement will be sold to Soltex in the above Quantity in satisfaction of Celanese's obligations under this letter. The above Quantity will be additional to the ethylene sold by Celanese to Soltex pursuant to the Ethylene Supply Contract, but does not increase the total amount of ethylene which Celanese is obligated to supply Solvay, such total amount being the sum of the quantities contained in the Ethylene Supply Contract, the HD-PE Conversion Agreement and a letter from Celanese to Soltex dated November 19, 1974.

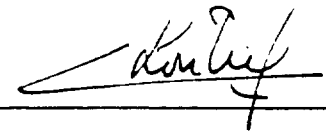
The specifications for the ethylene are those contained in the HD-PE Conversion Agreement and the specifications for the copolene wax are those contained in the Eastman Agreement.

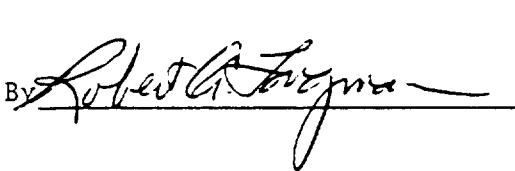
Payments will be due within 10 days after receipt of an invoice from the other party.

Very truly yours,

SOLTEX POLYMER CORPORATION

CELANESE CORPORATION

By _____

By _____

016000



November 19, 1974

Soltex Polymer Corporation
c/o Solvay American Corporation
609 Fifth Avenue
New York, New York

Gentlemen:

We hereby deliver to you the attached three page document entitled "1975 Revised Sales Plan" listing volumes of high density polyethylene by end use and by individual account.

This is in fulfillment of the requirement to furnish you a schedule in Section 2.19 at page 13 of the Purchase and Sale Agreement between Celanese Corporation, Soltex Polymer Corporation and Solvay & Cie., S.A., dated November 19, 1974.

Very truly yours,

CELANESE CORPORATION

By  Robert A. Ingram

RECEIVED:

SOLTEX POLYMER CORPORATION

By 
+

Encls.

1975 REVISED SALES PLAN

(BY END USE, EXCLUDING CPS, COMPARATIVE - 1974 ACTUAL AND ORIGINAL 1975 PLAN)

	1975 Revised Plan <u>A</u>	1974 Actual <u>B</u>	1975 Original Plan <u>C</u>	% Diff. A/B <u>(1)</u>	% Diff. A/C <u>(1)</u>
Specialty Film	1200	336	1400	+357	14
Ammunition	11000	8609	11000	+ 27	-
Ind. Blow Molding	-	6296	-	-	-
Pharm./Cosmetics	-	<u>12163</u>	-	-	-
Total A ₁	12200	28266	12400	57	2
Automotive(2)	450	6692	2100	93	79
Industrial(2)	372	12349	372	97	-
Pipe	8450	8450	13000	-	35
Wire	3500	23943	25000	85	86
Monofilament	-	43	-	-	-
Thin Film	-	158	-	-	-
Household Chem.	28700	56261	34672	49	17
Foods	<u>78800</u>	<u>147778</u>	<u>110567</u>	<u>47</u>	<u>29</u>
Total A ₂	119450	255674	185334	53	36
TOTAL A	131650	283940	197734	54	33
Housewares	-	119	-	-	-
Sheet	-	255	-	-	-
Toys	-	-	-	-	-
Resellers	2850	7500	6000	62	52
Miscellaneous	-	<u>951</u>	-	-	-
TOTAL B	2850	8825	6000	68	52
TOTAL DOMESTIC	134500	292765	203734	54	34
Export	-	40000	25000	-	-
Eastman	<u>8000</u>	<u>15042</u>	<u>8000</u>	<u>47</u>	-
TOTAL PE	142500	347807	236737	59	40

(1) All percentages negative except where otherwise noted.

(2) 1975 sales to Automotive/Industrial from Arco inventory, not included in totals.

016002

SUPPLY TERMINATION/REDUCTION (Continued)

II. 1975 VOLUME REDUCTION (COMPARATIVE - 1974 ACTUAL AND 1975 ORIGINAL PLANS)

	1975 Revised Plan <u>A</u>	1974 Actual <u>B</u>	1975 Original Plan <u>C</u>	% Diff.* <u>A/B</u>	% Diff.* <u>A/C</u>
<u>AMMUNITION</u>					
Olin	4200	3268	4200	+28	-
Federal	2950	2036	2950	+45	-
Remington	3600	3096	3600	+16	-
Smith & Wesson	<u>250</u>	<u>200</u>	<u>250</u>	<u>+25</u>	<u>-</u>
Total	11000	8609	11000	+27	-
<u>AUTOMOTIVE/INDUSTRIAL</u>					
Diamond Int.	100	211	310	53	68
Fluidmaster	250	310	300	19	17
Koller Craft	22	22	22	-	-
USM	240	240	240	-	-
Molmec	<u>210</u>	<u>210</u>	<u>210</u>	<u>-</u>	<u>-</u>
Total	822	971	1082	15	24
<u>SPECIALTY FILM</u>					
Continental Can	<u>1200</u>	<u>316</u>	<u>1400</u>	<u>+379</u>	<u>14</u>
Total	1200	316	1400	+379	14
<u>HOUSEHOLD CHEMICALS</u>					
Continental Can	20000	27000	25000	26	20
ProPak	3600	5700	4000	37	10
Roman Cleanser	3300	3672	3672	10	10
T-Chem	<u>1800</u>	<u>2000</u>	<u>2000</u>	<u>10</u>	<u>10</u>
Total	28700	38372	34672	25	17

* All percentages negative except where otherwise noted.

016003

SUPPLY TERMINAL VOLUME REDUCTION (Continued)

II. 1975 VOLUME REDUCTION (COMPARATIVE - 1974 ACTUAL AND 1975 ORIGINAL PLANS)

	1975 Revised Plan <u>A</u>	1974 Actual <u>B</u>	1975 Original Plan <u>C</u>	* % Diff. <u>A/B</u>	* % Diff. <u>A/C</u>
<u>FOODS</u>					
Diversified	2431	4140	3105	41	22
Hillside	360	615	461	41	22
Liqui-Box	7225	12300	9225	41	22
Northern	2643	4500	3375	41	22
Plastic Cont.	1233	1950	1575	41	22
ProPak	2937	5000	3750	41	22
Robb Cont.	1015	1730	1297	41	22
Del Crest	1359	1736	1736	22	22
Kimbrell	579	740	925	22	37
Kroger	4120	5261	5261	22	22
Lucky	640	620	1500	+ 3	67
Meyer	939	1200	1200	22	22
Marigold	653	835	835	22	22
Safeway	3300	2500	3375	+32	2
Superbrand	3800	3242	4400	+17	14
Fairmont	1096	1400	1400	22	22
Hometown	960	875	960	-	+10
Lehigh	469	1200	600	61	22
MVMPA	465	595	595	22	22
Prairie Farms	3524	4500	4500	22	22
Borden	2834	3620	3620	22	22
Kraftco	3916	7601	5000	22	22
American Dairy	1142	1460	1460	22	22
Biltmore	521	666	666	22	22
Broughton's	579	740	740	22	22
Coleman	587	1000	750	41	22
Dean	1644	2100	2100	22	22
Deary	783	1000	1000	22	22
Eastside	664	872	872	22	22
Farmbest	751	960	960	22	22
Garvins	479	613	613	22	22
Heatherwood	1050	1342	1342	22	22
Heritage	156	200	200	22	22

* All percentages negative except where otherwise noted.

016004

11201*017599

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

1360 PEACHTREE STREET, N.E., SUITE 1150

ATLANTA, GEORGIA 30309

404-260-6080

FACSIMILE: 404-260-6081

NEW YORK
HOUSTON
NEWARK

WRITER'S DIRECT DIAL NUMBER

(404) 260-6100

Email: Mhutchins@kasowitz.com

July 6, 2001

VIA CERTIFIED MAIL

Stephanie A. Finch, Esq.
BARON & BUDD
3102 Oak Lawn Avenue
Suite 1100
Dallas, Texas 75210-4281

**Re: Albert Joseph Bobb, et al. v. GAF Corporation, et al.
116th Judicial District Court, Dallas County, Texas
Cause No. 00-004978-F**

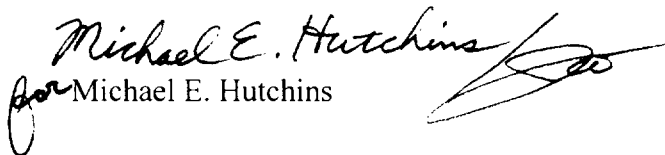
Dear Stephanie:

Please find enclosed documents regarding Celanese's Deer Park Plant, Bates numbered 014344 through 016004, responsive to plaintiffs' requests in the above-referenced case.

With best regards, I am

Very truly yours,

KASOWITZ, BENSON, TORRES &
FRIEDMAN, LLP


for Michael E. Hutchins

MEH/jco
enclosures
cc: Angela R. Hoyt, Esq. (w/o encl.)

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

Stephanie A. Finch, Esq.

BARON & BUDD

July 6, 2001

Page 2

bcc: Paul J. Zoeller, Esq. (w/o encl.)

Mr. Larry Poling (w/o encl.)