FORM RGP-345

LICENSE

WHEREAS, the property hereinafter described has been declared surplus to the needs of the federal department or agency having control thereof; and

WHEREAS, the War Assets Administrator has assumed accountability of said property pursuant to applicable regulations; and

WHEREAS, SOUTHERN ALKALI CORPORATION, A DELAWARE CORPORATION hereinafter called the Licensee desires to use said property for the following purposes and no others, to-wit:

STORAGE OF NON-CORROSIVE MATERIAL

and has requested a permit to use said property for such purposes;

NOW THEREFORE, the War Assets Administrator, hereinafter defined, pursuant to authority contained in the Surplus Property Act of 1944, as amended, Reorganization Plan No. 1 of 1947 and applicable rules, regulations and orders, and in consideration OF THE PAYMENT OF THE SUM OF $120 PER MONTH IN ADVANCE BY LICENSEE TO WAA

[redacted] hereby grants to the Licensee a License commencing on the date of acceptance hereof by the Licensee but revocable at any time with or without cause, upon thirty (30) days written notice to Licensee, addressed to it at the address appearing in WAA files, by the WAA or its successor in function, to use for the above purposes, the following described property situated in the MATHIESON ALKALI PLANT, PLANCOR 264, LAKE CHARLES, LOUISIANA, AND BEING THE LIQUOR STORAGE BASIN AND PUMP HOUSE BUILDING.

THIS LICENSE is granted subject to the following provisions and conditions:

1. That the License herein granted shall be subject to any and all easements, leases, licenses and/or permits heretofore granted by the Government or any of its agencies.

2. The Licensee shall not make, permit or suffer any additions, improvements or alterations to the property which constitute any major structural change or changes without prior written consent of the WAA; and any such addition, improvement or alteration made with the consent of the WAA shall be solely at the expense of the Licensee. Unless such consent provides specifically that title to the addition or improvement so made shall vest in the Licensee, title thereto shall at all times remain in the WAA and such additions or improvements shall be subject to all terms and conditions of this instrument. The Licensee agrees to hold the Government harmless from mechanics' and materialmen's liens arising from any additions, improvements, or alterations effected by the Licensee. The WAA or his designated representatives shall have the right to inspect the property at all reasonable times during the term of this License. That the Licensee agrees that it will at all times during the term of this License maintain in good and serviceable condition all land, improvements, facilities and equipment included herein, ordinary wear and tear excepted, such maintenance to be the sole responsibility and obligation of the Licensee.

3. That, except as hereinbefore provided, any property of the Government or its agencies lost, damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Licensee to the satisfaction of the WAA, or in lieu of such repair or replacement the Licensee shall, if so required by the WAA, pay to the Government money in any amount deemed sufficient by WAA to compensate for the loss sustained by the Government by reason of the loss of, damage to, or destruction of such property.

4. That the Licensee agrees to maintain, indemnify and save harmless the Government against and from any and all claims for damages which may arise from or in connection with the privileges herein granted, excepting claims for injuries or death to persons resulting from willful or negligent acts or ommissions of the Government or any of its officers, employees, agents or agencies.

5. That Licensee shall procure and carry with insurers of good standing satisfactory to WAA, and at its own expense, insurance in form and amount satisfactory to WAA, on the said property, together with such other forms of insurance as are customarily carried on such property in the same area or which may be required by WAA, dating from the time of acceptance by the Licensee of this License. Such insurance policies shall provide that loss, if any, shall be payable to the Treasury of the United States for the account of all interests and shall be in the sum at least equal to the interests of the Government in the said property. The Licensee shall keep the said property so insured, free of cost to the government, during the term of this agreement.

6. The Licensee shall assume responsibility for the payment of all taxes and assessments and public utility charges becoming due on the property from the date of the acceptance of this license. The Licensee agrees to pay all claims or damages for or on account of water, light, heat, power, sewage disposal and any other services or utility furnished to or with respect to the property or any part thereof. The WAA does not guarantee to furnish utilities or utility services in the future.

7. That on or before the date of expiration of this License or its relinquishment of this License, the Licensee shall if required by WAA, vacate said premises, remove all property of the Licensee therefrom and restore the land, improvements, facilities, and equipment included herein to as good condition on such date of expiration or relinquishment as when received, ordinary wear and tear excepted. If, however, this License is revoked, the Licensee shall vacate the premises, remove said property therefrom, and restore the land, improvements, facilities and equipment included herein as aforesaid within such times as the WAA may reasonably designate. In either event, if the Licensee shall fail or neglect to remove said property and so restore the land, improvements, facilities, and equipment included herein, then, at the option of the WAA, said property shall either become the property of the Government without compensation therefor, or the WAA may cause the property to be removed and the land, improvements, facilities and equipment included herein to be so restored at the expense of the Licensee and no claim for damages against WAA or its officers or agents shall be created by or made on account of such removal and restoration.

8. That at the commencement of the term of this License, a condition survey and inventory of the land, improvements, facilities and operational equipment embraced therein, shall be made by a representative of the WAA and a representative of the Licensee. Said survey and inventory shall be attached hereto and become a part hereof as fully as if originally incorporated herein. There shall be

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