

SOUTHERN ALKALI CORPORATION
LAKE CHARLES, LA.
P.O. Box 900

May 2, 1947

Mr. C. D. Clark
Deputy Regional Director
War Assets Administration
7020 Franklin Avenue
New Orleans, La.

Dear Mr. Clark:

Paragraph two of the Agreement of Lease between the Reconstruction Finance Corporation and the Southern Alkali Corporation concerning Plancor 284 provides that Southern shall select from the unleased portion of the magnesium plant items of machinery and equipment aggregating in present value not in excess of \$197,700.00. It further provides that Southern shall have 30 days subsequent to execution of the lease agreement to designate such items.

The lease was signed on March 22, 1946, and on April 18, 1946, an Exhibit C list was submitted, Southern thus having fulfilled their part of the contract.

It subsequently developed that many items listed on the original Exhibit C were unavailable to Southern due for the most part to prior sale by the government.

In consequence, a new Exhibit C list has had to be prepared. It is entitled Exhibit C, is dated May 1, 1947, and is attached hereto. This new Exhibit C is for the most part identical to the old one. Additions have been made to replace those items which had to be deleted, and these additions have been priced by the same formula originally employed.

The present value of the new Exhibit C is \$197,698.27.

By your approval of Exhibit C, dated May 1, 1947, in the space provided below, this exhibit shall become final and unalterable and shall become a part of the Agreement of Lease of March 22, 1946.

Very sincerely yours,

SOUTHERN ALKALI CORPORATION

Robert L. Goodkind

Robert L. Goodkind

RLG:mb

APPROVED: *C. D. Clark*

C. D. Clark
Deputy Regional Director
War Assets Administration

DATE *May 2, 1947*

BB 0003263

IN REPLY REFER TO:
RWO-PD

May 2, 1947

Southern Alkali Corporation
P. O. Box 900
Lake Charles, Louisiana

Attention: Mr. S. J. Hultman

Subject: Surplus Construction Material (also known as "Kellogg"
Material) on Leased Area - Planter 264

Gentlemen:

By your letter of April 11, 1947, signed by Mr. Robert L. Goodkind, we were notified that your corporation considers that under the Agreement of Lease, dated 22 March 1946, the surplus construction material located on the leased area is covered by the terms of the lease and that you do not expect to keep accountability nor make payment specifically for this material to War Assets Administration. It is your belief that the rental payments under the lease cover the payment and use of this material.

This office has studied this part of the lease and has secured an opinion from our Regional Counsel on this matter and it is now determined that the surplus construction material referred to is covered by the lease and that accountability and payment of such by you other than by the terms of the lease is not required.

Our letter of June 26, 1946, re "Lease - Planter 264, Formerly Mathieson Alkali Works, Inc., Lake Charles, Louisiana", on Page 4, made specific exception of this construction material identifying it as "Kellogg Contract Material". On Page 5 of the same letter, we made provision for excepted material to be brought under the terms of the lease agreement at a later date. By this letter, we are exercising this proviso and bring under the terms of the lease agreement this referenced material which was located on the leased area according to government records as of the date of the lease.

Very truly yours,



C. D. CLARK
Deputy Regional Director
Office of Real Property Disposal

RLB:mab

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THIS AGREEMENT, made and entered into by and between The Kansas City Southern Railway Company and the Texas and New Orleans Railroad Company, hereinafter jointly and severally referred to as "First Party", and the Southern Alkali Corporation hereinafter referred to as "Second Party",

W I T N E S S E T H:

WHEREAS, The Second Party desires to install a track scale and a double end scale track 600 feet in length on property owned jointly by the parties comprising First Party near West Lake, Louisiana, and to connect with track owned jointly by First Party at Engineer's Stations 116+10 and 122+10, and to extend in a north and south direction generally parallel with and 15 feet from the center line of said track, as indicated by red line on map attached and made a part hereof, and

WHEREAS, the First Party is willing to grant the Second Party the right to construct and thereafter maintain said scale and said track on the property of First Party, and as First Party is willing to operate its engines and cars upon, over and along said track and over said scales for the purpose of weighing cars the parties hereto enter into the following agreement.

ARTICLE I.

Second Party will furnish all material and labor for and will construct said track and install said scale in accordance with First Party's standard specifications and in a manner satisfactory to the Chief Engineers of First Party. The Second Party will thereafter own said scale and said track.

ARTICLE II.

(a) The Second Party shall bear the expense of keeping the said track in good condition safe for the operation of engines, trains and cars thereon.

The Second Party agrees to pay promptly upon presentation thereof, any and all bills of the First Party for the cost of maintaining the said track in good serviceable condition. Payment of any such bills by the Second Party shall not

effect or change the ownership of the track as defined elsewhere here in.

(b) If in the judgment of First Party it becomes necessary to increase the weight of rail in said track or to reinforce or strengthen said scales, Second Party will bear the entire expense of such change.

ARTICLE III.

(a) It is understood and agreed that Second Party will maintain the track scales in good condition with its own forces and at its expense, and First Party will not operate over the same except for the purpose of weighing cars.

(b) Second Party will furnish a qualified employee to serve as weighmaster.

ARTICLE IV.

The Second Party agrees to indemnify and hold harmless the First Party for loss, damage or injury, from any act or omission of the Second Party, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or about said track and scale during installation and operation thereof, and if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

ARTICLE V.

This contract shall be binding upon, and inure to the benefit of, any successor corporation of Second Party or any assignee of Second Party's chemical plant near West Lake, Louisiana, to which the subject track scale will be appurtenant, as the case may be. This contract may be assigned to any wholly owned subsidiary corporation of the Second Party, provided that any such assignee assume all of the obligations of the assignor, and that the assignor, despite such assignment, be and remain liable under this contract. Except as in this Article expressly provided, this agreement shall not be assignable.

ARTICLE VI.

The right and privilege herein granted shall extend for a term of four (4) years and nine (9) months, and thereafter subject to termination at any time by the giving of ninety (90) days' written notice by either party to the other. Upon the termination of this agreement, Second

Party shall, at its expense, remove such track and scale from the property of First Party and restore said property to the same condition as at present.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement in triplicate, on this the 5th day of May A. D. 1947.

RECOMMENDED

General Manager

APPROVED AS TO FORM:

General Counsel - T&NO
R.R. Co.

APPROVED AS TO FORM:

K. C. S. Ry. Co.

TEXAS AND NEW ORLEANS RAILROAD COMPANY

By

Vice President

KANSAS CITY SOUTHERN RAILWAY COMPANY

By

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SOUTHERN ALKALI CORPORATION

By

Ita

57 Salisbury

- Approved by:

7. 9. Noon. T. M.
Southern Alkali Lagoon.

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