

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made the 24 day of May, 1948, between Reconstruction Finance Corporation, a corporation duly organized and existing under and by virtue of the laws of the United States, acting by and through War Assets Administration, (hereinafter called "Lessor"), and Southern Alkali Corporation, a Delaware corporation, (hereinafter called "Southern");

WITNESSETH:

WHEREAS, by Agreement of Lease dated March 22, 1946, Lessor, the owner of a certain industrial plant located at Lake Charles, Louisiana and identified as Plancor 264, leased to Southern a portion of said plant consisting of a 58.67 acre tract of land with the improvements located thereon, together with certain machinery and equipment, all as identified and described in said Agreement of Lease, together with all easements and appurtenances necessary or useful to the said leased premises; and

WHEREAS Paragraph TWENTY-SEVEN of said Agreement of Lease provides in part as follows:

"Each party hereto grants to the other, its respective agents and employees, full and complete rights of ingress and egress in, over and upon the leased premises and the non-leased part of Plancor 264 as may be necessary for the full use thereof, respectively, including the use of roads and railroad tracks.

Lessor grants to Southern the right and privilege to use all sewer lines, water lines, gas lines and other pipes or product lines, above and below ground, on the non-leased part of Plancor 264 as may be necessary for the full utilization and operation of the leased premises and for that purpose also to make and at all times repair and maintain at Southern's own expense, all such connections with such lines as may be reasonable and proper."; and

WHEREAS, the parties now desire to more specifically describe and identify the servitudes and easements which Southern shall have in, on and under the non-leased portion of said plant in connection with its use and operation of the leased portion thereof;

NOW THEREFORE, in consideration of the premises, it is hereby stipulated and agreed by the parties hereto as follows:

1. The survey and plat attached hereto and made part hereof and marked Exhibit A is a reasonably accurate survey and plat of the non-leased portion of plant site, plant, and facilities designated upon the books and records of Lessor as Plancor 264, as originally acquired by Defense Plant Corporation, Lessor's predecessor in title.

2. Lessor hereby grants to Southern, with respect to the non-leased

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portion of said plant, the following rights, privileges and amenities relating to improvements which are shown and identified on the annexed plat.

- a. The privilege and right to use, operate, and maintain the railway tracks and spurs indicated on the attached plat, with the exception of the track marked "Track A," exclusive ownership of which shall remain in Lessor.
- b. The privilege and right to operate Water Well #3 and take and use the water therefrom together with the right to use, operate and maintain the house facilities for the pumping equipment connected with and serving said Well #3.
- c. The right to use, operate and maintain the underground power line or duct serving Water Well #3 from Switch House K-114.
- d. The right to use, operate and maintain the pipeline connected with Water Well #3 which traverses the unleased portion of Plancor 264 and connects with the leased portion thereof.
- e. The right to use, operate and maintain the underground power duct traversing the unleased portion of Plancor 264 and running westerly from the leased premises to Switch House K-114.
- f. The right and privilege to use, operate and maintain Switch House K-114 and the facilities installed therein to the extent necessary to furnish power with which to operate Water Well #3, above mentioned, and Water Well #2, which is situated on the leased portion of Plancor 264.
- g. The right to use, operate and maintain the underground power duct serving Water Well #2 (located on the leased portion of Plancor 264) and running from Switch House K-114 to Water Well #2.
- h. The right to use, operate and maintain the overhead power line to the sewerage disposal plant.
- i. The right to use, operate and maintain the sewerage disposal plant and system and the facilities installed therein to the extent necessary to serve the leased portion of Plancor 264; together with the further right to use, operate and maintain all connecting lines serving such leased portion.
- j. The right to use, operate and maintain the 72 inch waste sewer traversing the unleased portion of Plancor 264.
- k. The right to use and maintain those roadways designated on the enclosed plat as Road No. 1 and West Road.

3. The rights and privileges herein granted shall be exclusive to Southern insofar as they pertain to improvements which serve the leased portion of Plancor 264. As to improvements which serve the entire plant area the right of use and other privileges granted shall be exercised jointly with Lessor, its successors and assigns, provided however that Southern shall be free to prorate in any manner agreed to by the parties, costs of operation and maintenance between all users of any one or more of such improvements.

4. Southern shall have full rights of ingress and egress in and to the non-leased area for the purpose of enjoying the rights herein granted, but no further. Southern shall not, however, have any right to change the location

or mak alterations in any f th impr vements her in referred to except with the written permission of Lessor, its sue essor or assigns.

5. Nothing herein contained shall preclude the parti s from making further grants of servitudes or easements and it is understood and agreed that Southern will at a future date grant such rights and uses with respect to the leased area as may be agreed to by the parties as being necessary for th proper utilization and use of the non-leased area.

6. Except to the extent of specifically identifying the easements shown on Exhibit A, nothing in this instrument shall amend, restrict, enlarge, or otherwise vary, the stipulations of the original Agreement of Lease executed between the parties on March 22, 1946.

IN WITNESS WHEREOF, the parties have executed these presents, in duplicate, through their undersigned authorized officers on this 27th day of May, 1948.

WITNESSES:

Michael Smith
D.B. Dawson

RECONSTRUCTION FINANCE CORPORATION
Acting by and through
WAR ASSETS ADMINISTRATION

By Morgan H. Lewis
Deputy Regional Director
For Real Property Disposal
SOUTHERN ALKALI CORPORATION

WITNESSES:

David G. Davis
E. L. E. L.

THE STATE OF TEXAS 0
COUNTY OF DALLAS 0

By E. T. Asplundh
Vice President

On this 27 day of May, 1948, before me, the undersigned Notary Public, appeared Morgan H. Lewis to me personally known, who, being by me duly sworn did say that he is the person who signed the foregoing instrument on behalf of WAR ASSETS ADMINISTRATION, acting for RECONSTRUCTION FINANCE CORPORATION; that he so acted with authority of said Administration; and he acknowledged said instrument to be the free act and deed of said Administration, acting for said Corporation.

My Commission Expires: June 1, 1949.

STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY:

In and For Notary Public, Texas

On this 27th day of August, 1948, before me, the undersigned Notary Public, appeared E. T. Asplundh to me personally known, who, being by me duly sworn did say that he is the person who signed the foregoing instrument on behalf of SOUTHERN ALKALI CORPORATION; that he so acted with authority of the Board of Directors of said Corporation; and he acknowledged said instrument to be the free act and deed of said Corporation.

Edna Y. Davis
Notary Public

EDNA Y. DAVIS, Notary Public
MY COMMISSION EXPIRES
JANUARY 7, 1951

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