

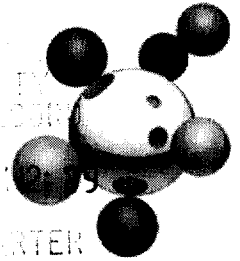
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STATE OF INDIANA
LAKE COUNTY
RECORDER

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MORRIS W. CARTER
RECORDER



November 5, 2002

Morris Carter, Lake County Recorder
2293 North Main Street
Crown Pointe, IN 46307

Dear Mr. Carter:

Your records indicate a recorded lease of land between Stauffer Chemical Company (the lessor), and Continental Oil Company (the lessee) dated September 11, 1967. On June 6, 1984 a MEMORANDUM OF LEASE was recorded as Instrument No. **762023** showing the name of the tenant/lessee to be Conoco Inc. instead of Continental Oil Company, see attachment 1. Conoco Inc. is the new name for Continental Oil Company.

On July 20, 1984 an ASSIGNMENT AND ASSUMPTION OF LEASE was entered into between Conoco Inc. and Vista Chemical Company. This document was recorded as Instrument No. **765622**, see attachment 2.

Stauffer Chemical Company later became Rhone-Poulenc and after that became Rhodia Inc.

Vista Chemical Company ("Vista") subsequently changed its name to Condea Vista Company ("Condea") in 1991, and then in August of 2001 changed its name again to Sasol North America Inc. ("Sasol").

Vista/Condea/Sasol operated a manufacturing plant in Hammond, Indiana until June 30, 1998 at which time the lease was terminated by the land owner who at that time went by the name Rhone-Poulenc. Currently the landowner goes by the name Rhodia Inc.

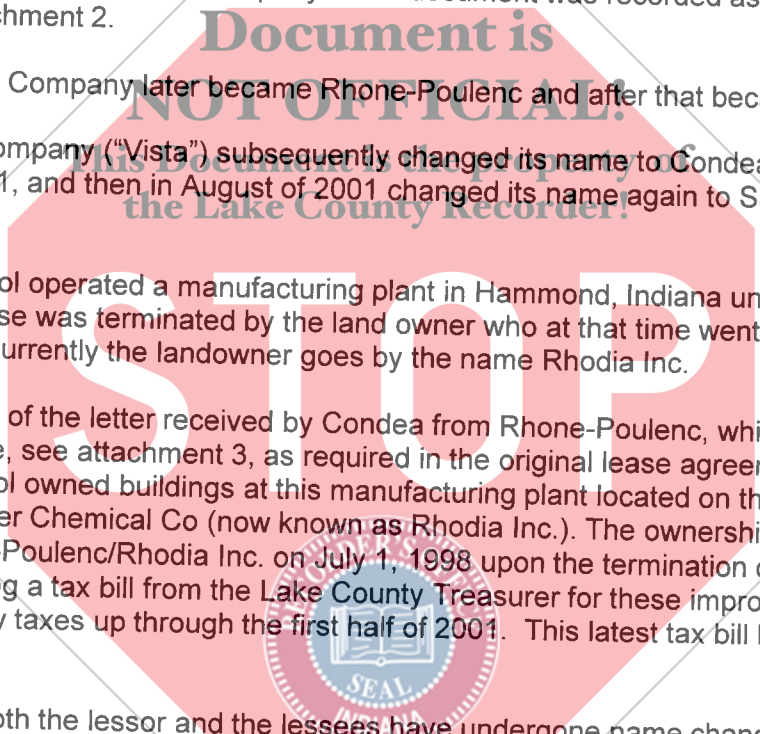
Attached is a copy of the letter received by Condea from Rhone-Poulenc, which is the Lease Termination Notice, see attachment 3, as required in the original lease agreement. Vista/Condea/Sasol owned buildings at this manufacturing plant located on the land originally leased from Stauffer Chemical Co (now known as Rhodia Inc.). The ownership of the buildings reverted to Rhone-Poulenc/Rhodia Inc. on July 1, 1998 upon the termination of the lease. We have been receiving a tax bill from the Lake County Treasurer for these improvements and have paid these property taxes up through the first half of 2001. This latest tax bill became due and payable in 2002.

As noted above, both the lessor and the lessees have undergone name changes during the last 35 years. Sasol was previously Condea, who was previously Vista; who had purchased those assets and lease rights in Hammond belonging to Conoco Inc., who in turn was previously known as Continental Oil Company. Stauffer or its successor was apparently taken over by Rhone-Poulenc who then changed its name to Rhodia Inc. See Table 1.

Sasol North America Inc.

900 Threadneedle, Suite 100, Houston, Texas 77079
P O Box 19029, Houston, Texas 77224-9029 USA
Telephone 281-588-3000 / www.SasolNorthAmerica.com

↗



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762023

MEMORANDUM OF LEASE

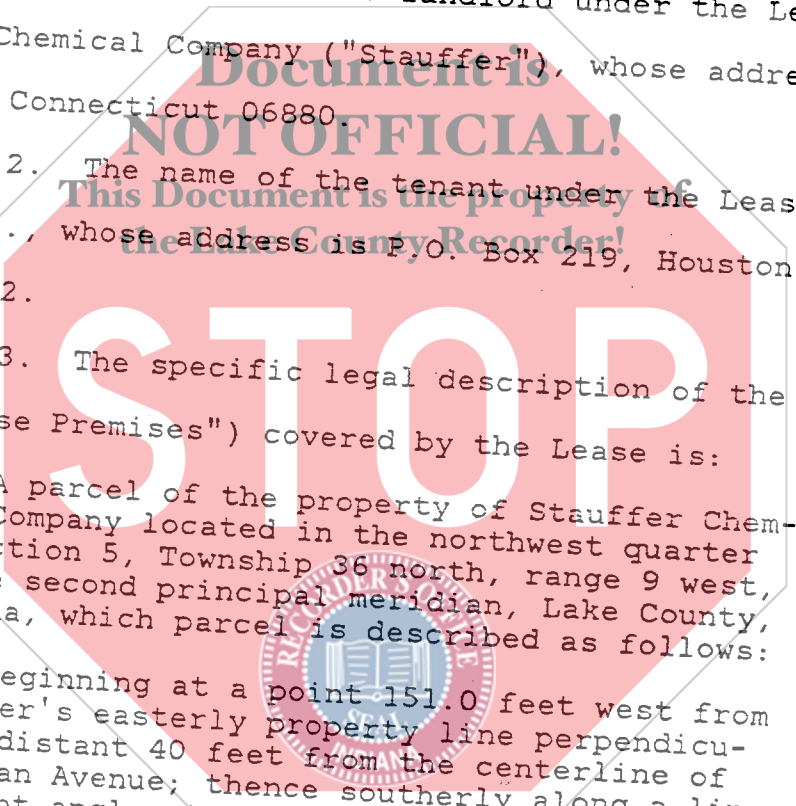
THIS MEMORANDUM OF LEASE, made and entered into by and between the parties hereto, to evidence their execution of a certain Lease dated September 11, 1967 ("the Original Lease") as amended by First Amendment of Lease dated January 1, 1975 and by Second Amendment of Lease dated May 4, 1977 (collectively the "Lease").

WITNESSETH:

1. The name of the landlord under the Lease is Stauffer Chemical Company ("Stauffer"), whose address is Westport, Connecticut 06880.
2. The name of the tenant under the Lease is Conoco Inc., whose address is P.O. Box 219, Houston, Texas 77252.
3. The specific legal description of the premises ("Lease Premises") covered by the Lease is:

A parcel of the property of Stauffer Chemical Company located in the northwest quarter of section 5, Township 36 north, range 9 west, of the second principal meridian, Lake County, Indiana, which parcel is described as follows:

Beginning at a point 151.0 feet west from Stauffer's easterly property line perpendicularly distant 40 feet from the centerline of Michigan Avenue; thence southerly along a line at right angles to the centerline of Michigan Avenue 430.5 feet to a point; thence westerly along a line parallel to the centerline of Michigan Ave. 300 feet to a point; thence northerly along a line at right angles to the



STATE OF INDIANA
LAKE COUNTY
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WILLIAM J. LESNI JR
RECORDER

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centerline of Michigan Avenue 430.5 feet to a point; thence easterly along a line parallel to the centerline of Michigan Ave. 300 feet to the point of beginning; comprising 2.96 acres, more or less.

And, the following described real property, including a 800,000 gallon storage tank and other improvements as may be situated thereon:

A parcel of the property of Stauffer Chemical Company located in the northwest quarter of section 5, Township 36 north, range 9 west, of the second principal meridian, Lake County, Indiana, which parcel is described as follows:

Beginning at Stauffer's easterly property line perpendicularly distant 40 feet from the center line of Michigan Avenue; then southerly along a line at right angles to the centerline of Michigan Avenue 225 feet to a point; then westerly along a line parallel to centerline of Michigan Avenue 151 feet to a point; then northerly along a line at right angles to centerline of Michigan Avenue 225 feet to a point; then easterly along a line parallel to the centerline of Michigan Avenue 151 feet to the point of beginning; comprising 0.78 acres, more or less.

4. The term of the Original Lease was 25 years, expiring on September 10, 1992. The First Amendment amended the term of the Lease to a period of 10 years, beginning on January 1, 1975 ("Term").

5. After the expiration of the Term of the Lease, the Lease shall continue year to year subject to the right of landlord or tenant to terminate the Lease at

the end of the Term or at the end of any subsequent lease year upon not less than 18 months' prior written notice.

6. The Lease does not contain an option to purchase the Leased Premises or any part thereof.

ATTEST:

STAUFFER CHEMICAL COMPANY

Marshall Hamilton
Asst Secretary

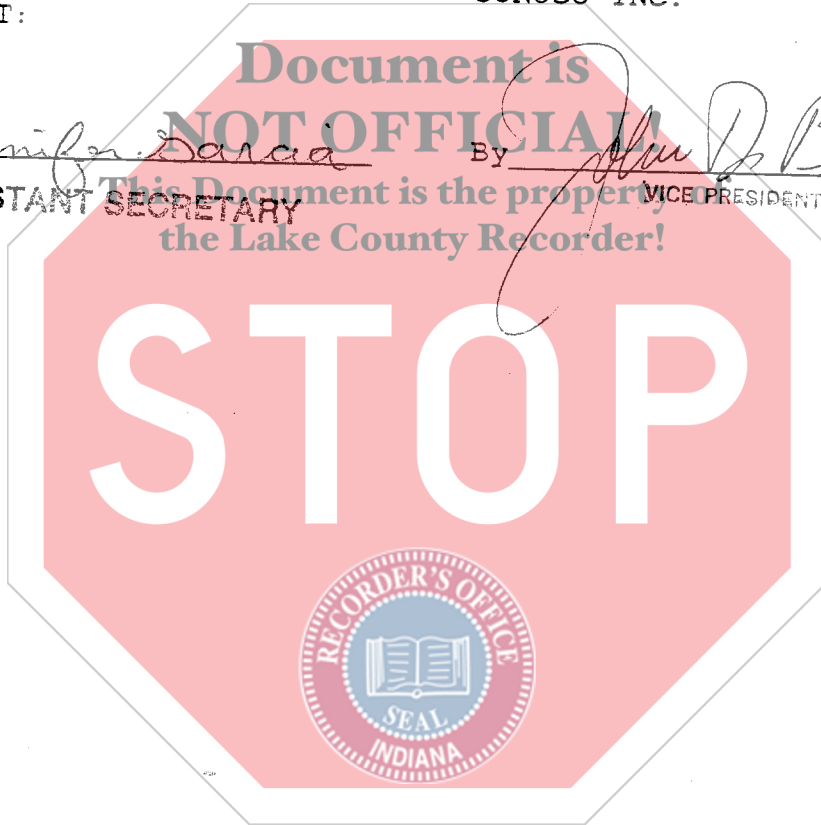
By [Signature]
Vice President

ATTEST:

CONOCO INC.

Jennifer Darcia
ASSISTANT SECRETARY

By [Signature]
VICE PRESIDENT



STATE OF CONNECTICUT
: SS.:
COUNTY OF FAIRFIELD

Before me, a Notary Public in and for said County and State, personally appeared A.S. Russo and J. Marshall Hamilton the Vice President and Ass't Secretary respectively, of Stauffer Chemical Company, who acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said Company, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 31st day of May, 1984.

Document is
NOT OFFICIAL!

Maura A. Howard

Notary Public

This Document is the property of
Printed: _____
the Lake County Recorder!

I am a resident of Fairfield
County, Connecticut.
My commission expires: _____

MAURA A. HOWARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1987

STOP



STATE OF Texas)
COUNTY OF Harris) SS.:

Before me, a Notary Public in and for said County and State, personally appeared John D. Burns and Jennifer Garcia, the Exec. Vice President and Ass't Secretary, respectively, of Conoco Inc., who acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said Company, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 6th day of June, 1984.

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder

Printed: Carlos M. Emami
Notary Public

I am a resident of Harris
County, Texas

My commission expires:

CARLOS M. EMAMI

Notary Public, State of Texas

My Commission Expires April 30, 1985

This instrument was prepared by Holiday Hart McKiernan,
attorney at law.



765622

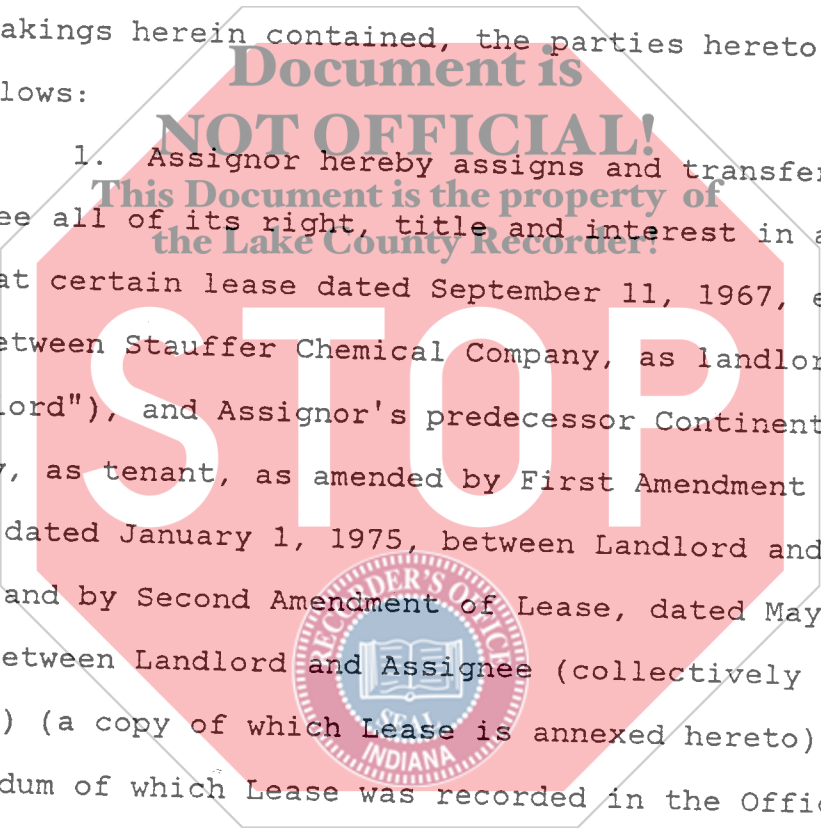
TICOR TITLE INSURANCE
Crown Point, Indiana

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS AGREEMENT, entered into as of this 20th day of July, 1984, between Conoco Inc., a Delaware corporation, whose address is P.O. Box 219, Houston, Texas 77252 ("Assignor"), and Vista Chemical Company, a Delaware corporation, whose address is 15990 N. Barkers Landing Road, Houston, Texas 77079 ("Assignee").

In consideration of the mutual promises and undertakings herein contained, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and (a) that certain lease dated September 11, 1967, entered into between Stauffer Chemical Company, as landlord ("Landlord"), and Assignor's predecessor Continental Oil Company, as tenant, as amended by First Amendment of Lease, dated January 1, 1975, between Landlord and Assignee and by Second Amendment of Lease, dated May 4, 1978, between Landlord and Assignee (collectively the "Lease") (a copy of which Lease is annexed hereto), a memorandum of which Lease was recorded in the Office of



STATE OF INDIANA/S.S. No. LAKE COUNTY FILED FOR RECORD
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WILLIAM ELSNER
RECORDER

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the Lake County Recorder on June 22, 1984 as Instrument No. 762023, (b) all leasehold improvements located at the Demised Premises, and (c) all security deposits, if any, held by Landlord under the Lease.

2. Assignee hereby assumes the performance of all of the terms, covenants, agreements, conditions and obligations of the Assignor, as tenant, under the Lease, all with full force and effect as if the Assignee had signed the Lease originally as tenant therein.

3. Assignee hereby agrees with Assignor that it will indemnify and hold Assignor harmless from and against all losses, costs, damages, suits, actions, claims, charges, expenses and liabilities, including reasonable attorneys' and counsels' fees and expenses (collectively, "Claims"), relating in any manner whatsoever to the Lease or arising out of the failure of Assignee to keep, perform and observe all of the terms, covenants, agreements, conditions and obligations contained in the Lease on the part of the Assignee to be kept, performed and observed thereunder from and after the date hereof; provided, however, that any Claims re-

lating to environmental matters shall be governed by the provisions of that certain Asset Purchase Agreement, dated July 7, 1984 among E. I. du Pont de Nemours and Company, Assignor and Assignee ("Asset Purchase Agreement").

4. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all Claims, relating in any manner whatsoever to the Lease or arising out of the failure of Assignor to keep, perform and observe all of the terms, covenants, agreements, conditions and obligations contained in the Lease on the part of Assignor to be kept, performed and observed thereunder prior to the date hereof; provided, however, that any Claims relating to environmental matters shall be governed by the provisions of the Asset Purchase Agreement.

5. All of the covenants, terms and conditions set forth herein shall be binding upon the parties hereto and their respective successors, assigns and legal representatives and shall inure to the benefit of the parties

hereto, the Landlord and their respective successors,
assigns and legal representatives.

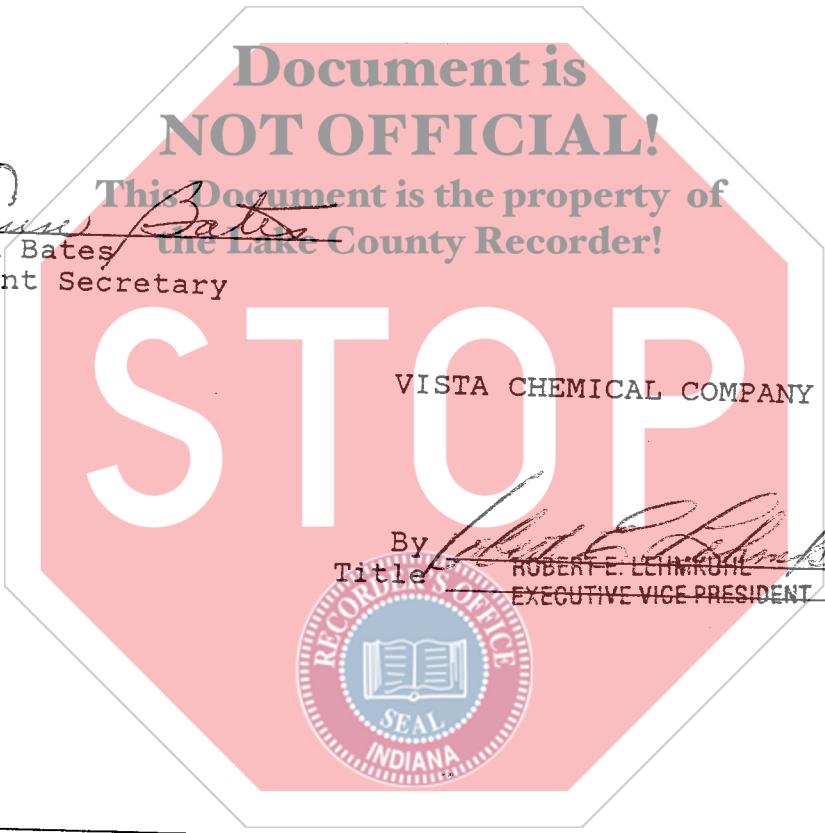
IN WITNESS WHEREOF, the parties hereto have set
their hands the date first above written.

CONOCO INC.

By *D.R. Clark*
D. R. Clark
Executive Vice President

ATTEST:

Ann Bates
Ann Bates
Assistant Secretary



By *Robert E. Lehmkuhl*
Title ROBERT E. LEHMKUHL
EXECUTIVE VICE PRESIDENT

ATTEST:

By _____
Title _____

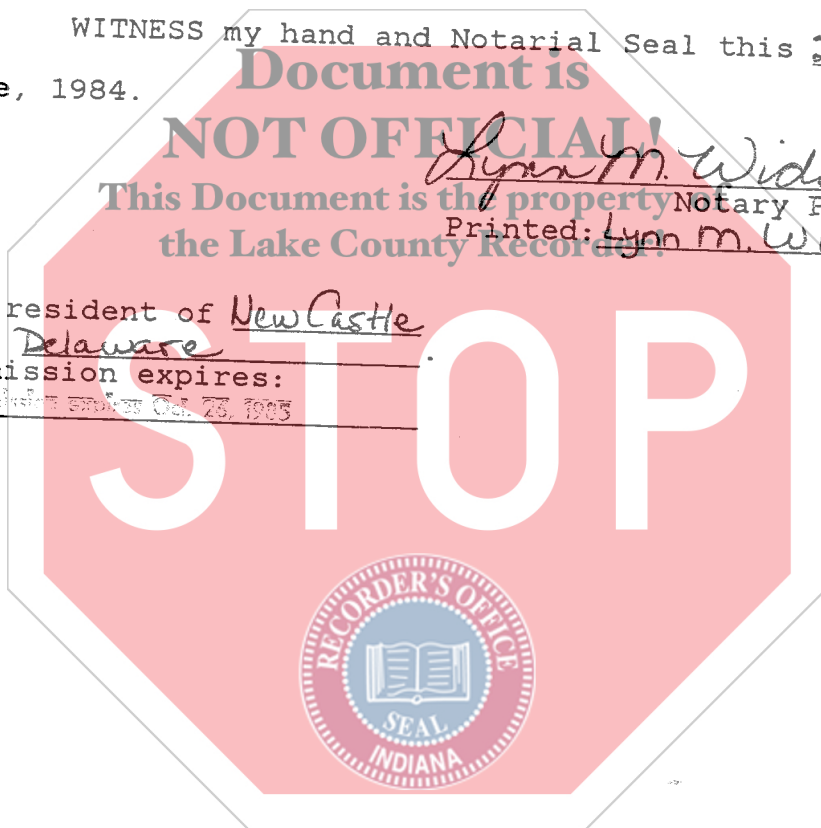
STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

Before me, a Notary Public in and for said county and State, personally appeared D. R. Clark and Ann Bates, an Executive Vice President and an Assistant Secretary, respectively, of Conoco Inc., who acknowledge the execution of the foregoing Assignment and Assumption of Lease for and on behalf of said Company, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 27th day of June, 1984.

Document is NOT OFFICIAL!
Lynn M. Widdoes
Notary Public
Printed: *Lynn M. Widdoes*
the Lake County Recorder

I am a resident of New Castle
County, Delaware.
My commission expires:
My Commission expires Oct. 25, 1985



STATE OF TEXAS)
COUNTY OF HARRIS) ss.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Robert E. Lehmkuhl, the Executive Vice President of Vista Chemical Company, who acknowledges the execution of the foregoing Assignment and Assumption of Lease for and on behalf of said Company, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 29th day of June, 1984.

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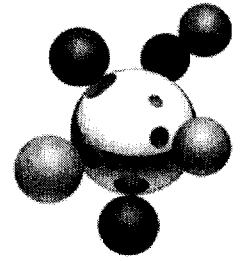
Mignonne McCann
Notary Public

I am a resident of Texas County, Harris
My commission expires: April 2, 1985

MIGNONNE McCANN
Notary Public, State of Texas
My Commission Expires April 2, 1985

This instrument was prepared by Holiday Hart McKiernan, Attorney at Law.

Record and Return to:
Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: SE Edwin Weinberg, Esq.



Page 2. County Recorder

TABLE 1.

Lessor Names over time

Stauffer Chemical Company
Rhone-Poulenc
Rhodia Inc.

Lessee Names over time

Continental Oil Company
Conoco Inc.
Vista Chemical Company
Condea Vista Company
Sasol North America Inc.

Obviously no one bothered to keep the Recorder's office apprised of all of these name changes. As a result for the last 35 years the tax assessor has continued to address the tax bills on these improvements to Continental Oil Company as parcel 26-37-0010-0014.

By this letter we request that you record the cancellation of this lease and that the Tax Assessor's Office be so notified. We are also enclosing a \$31.00 check to cover the recording fees.

Sasol will no longer honor any tax bills for these improvements on land we have not leased since July 1, 1998. We have forwarded the current tax bill to Rhodia Inc., Hammond, Indiana.

Very truly yours,

Michael W. Knieper
Assistant Treasurer

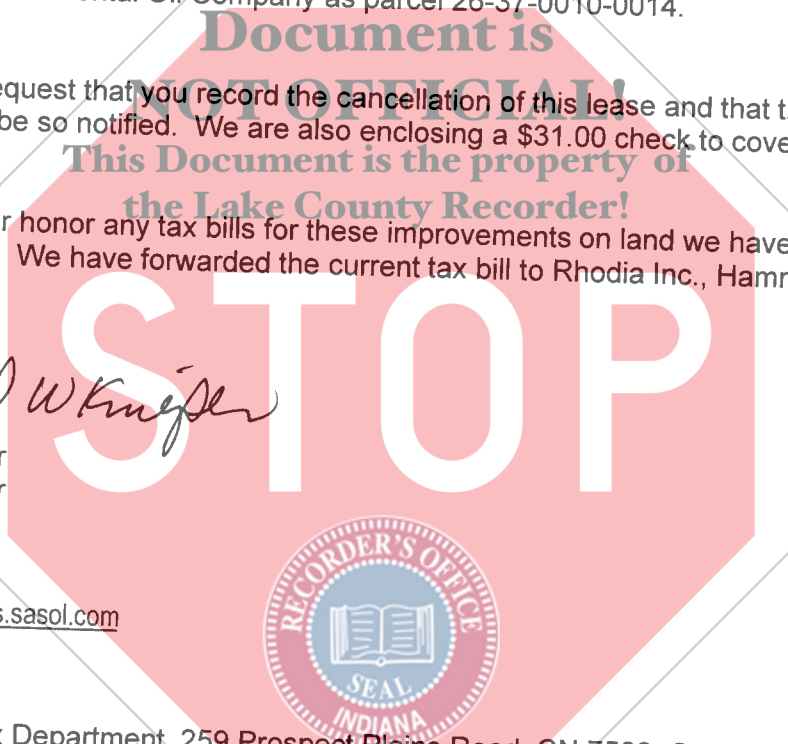
Phone: 281-588-3326

Fax: 281-588-3054

Email: robert.hailey@us.sasol.com

Enclosures: 4

cc: Rhodia Inc., Tax Department, 259 Prospect Plains Road, CN 7500, Cranbury, NJ 08512
Lake County Assessor, 2293 North Main Street, Crown Pointe, IN 46307
Lake County Treasurer, 2293 North Main Street, Crown Pointe, IN 46307-1896



111



ENVIRONMENTAL SERVICES North America

ONE CORPORATE DRIVE
P.O. BOX 881
SHELTON, CT 06484

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FAX: (203) 925-3656

9-2/31/96
① → CC MCM, DRP, MAF, LLZ,
SAR, JCL, HWH, FL.T.
PLJ. R.P. Jde
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2. Return - RES
December 30, 1996

CONDEA Vista Company
Ronald E. Swankowski
Vice President & Business Manager
900 Threadneedle
Houston, Texas 77079-2990

Document is NOT OFFICIAL!
Via Federal Express -

Dear Mr. Swankowski:

As you know, Rhone-Poulenc has been evaluating the future direction of its sulfur trioxide business, based at Hammond, Indiana, for the past six months. In our earlier conversations we indicated that it was likely that the company would not be able to support this business long term. I am writing to advise you that Rhone-Poulenc has completed its evaluation, and decided to exit the sulfur trioxide business at Hammond by mid 1998. As such, we are hereby providing you with the required 18 month prior written notification of Rhone-Poulenc's intention to terminate our sulfur trioxide supply agreement, lease agreement and any other agreements that may exist between us related to Condea Vista's Hammond operations effective July 1, 1998.

Rhone-Poulenc values the long relationship we have had with Condea Vista over the years. We are taking this step reluctantly in view of the fact that we have produced sulfur trioxide at Hammond for three decades. However, the continued tendency of major users to switch to captive generation of SO₃ will not allow us to maintain an economically viable long term operation.

In closing, let us assure you that we remain fully committed to honoring our current supply agreement and continuing to be a reliable supplier to Condea Vista during the 18 months preceding the termination of our agreement. Given our unique relationship and

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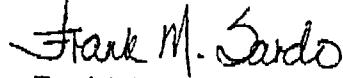
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INDIANA

interdependency at Hammond, we believe that it would be mutually beneficial to meet as soon as practical to discuss your plans for the site and the path forward. We have attached a copy, for your information, of the press release that we intend to make in early January.

Sincerely,

Rhone-Poulenc



Frank M. Sardo
Business Director

cc: R. Belbutowski
M. Galuskin
C. Mattaliano
K. Osborne

fms:mpiconda

