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12/09/83 [illegible] J273152 $ 35.00

SECURITY AGREEMENT

November 1, 1983

SDS BIOTECH CORPORATION, a Delaware corporation, (hereinafter called "Debtor"), for value received, the receipt and sufficiency of which is hereby acknowledged, hereby grants to HARRIS COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (the "Secured Party"), the security interest hereinafter set forth and agrees with Secured Party as follows:

I. SECURITY INTEREST.

Debtor hereby grants to Secured Party a security interest in and agrees that Secured Party has and shall continue to have a security interest in the following property, to-wit:

The equipment, whether now owned or hereafter acquired, described in Exhibit "A," attached hereto and incorporated by reference herein, located on the land described in Exhibit "B," attached hereto and incorporated by reference herein, in Harris County, Texas, and which is now owned by Debtor, including all appurtenances and additions thereto and substitutions therefor and all tools, parts and accessories used in connection therewith; and all accessions, additions and attachments thereto and the proceeds and products thereof; the proceeds of any sale or other disposition of such collateral (all of the foregoing hereinafter sometimes called the "Collateral").

The security interest granted hereby will provide security for (a) the obligations of the Debtor under the Loan Agreement, dated as of November 1, 1983 (the "Agreement"), between the Debtor and the Issuer, which obligations have been assigned to the Secured Party pursuant to the Indenture of Trust, dated as of November 1, 1983, between the Secured Party and Bank of the Southwest National Association, Houston, as trustee (the "Indenture"); (b) that promissory note dated as of November 1, 1983, in the principal amount of $25,000,000 from Debtor to Secured Party; (c) bonds styled "Harris County Industrial Development Corporation Pollution Control Revenue Bonds (SDS Biotech Corporation Project) Series 1983" in the principal amount of $25,000,000 issued pursuant to the Indenture and (d) obligations under the Indenture (the payments and obligations referred to under (a) through (d) above, collectively, the "Obligations").

II. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR.

(a) Except for the security interest granted hereby, the Debtor is, and as to the Collateral acquired after the date hereof which is included within the security interest specified in Section I hereof, Debtor will be, the owner of all such Collateral free from all adverse claims, security interests and encumbrances other than (i) the security interest created by this

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Security Agreement and (ii) materialmen's, mechanics', carriers', workmen's, repairmen's, employees', or other like liens arising in the ordinary course of business for amounts the payment of which is either not yet delinquent or is being contested in good faith (and for the payment of which adequate reserves have been provided) by appropriate proceedings which do not involve any danger of the sale, forfeiture, or loss of any material portion of the Collateral or interest therein.";

(b) There is no Uniform Commercial Code Financing Statement ("Financing Statement") now on file in any public office covering any part of the Collateral, and so long as any amount remains unpaid on any Obligations of the Debtor to Secured Party, Debtor will not execute and there will not be on file in any public office any such Financing Statement or statements except the Financing Statement filed or to be filed in respect to the security interest hereby granted;

(c) Subject to any limitation stated therein or in connection therewith, all information furnished to Secured Party concerning the Collateral and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be, at the time the same is furnished, accurate and correct in all material aspects.

(d) The Collateral will be used by the Debtor primarily for business use.

(e) Except as herein provided, Debtor will not remove the Collateral from Harris County, Texas, without the prior written consent of Secured Party.

(f) The representations and warranties of Debtor contained in Section 2.2(b) of the Agreement are hereby incorporated by reference herein as if copied in full.

III. GENERAL COVENANTS.

(a) Debtor agrees to execute and deliver such Financing Statement or Statements, or amendments thereof or supplements thereto, or other instruments as Secured Party may from time to time require in order to comply with the Texas Uniform Commercial Code and to preserve and protect the security interest hereby granted.

(b) Secured Party may, at its option, no sooner than 30 days after giving notice thereof to the Debtor, but without obligation to the Debtor, discharge taxes, liens or security interests or other encumbrances at any time levied or placed upon the Collateral, other than materialmen's, mechanics', carriers', workmen's, repairmen's, employees', or other like liens arising in the ordinary course of business for amounts the payment of which is either not yet delinquent or is being contested in good faith (and for the payment of which adequate reserves have been provided) by appropriate proceedings which do not involve any danger of the sale, forfeiture or loss of any material portion of the Collateral or interest therein, and may place and pay for insurance thereon, or pay for the repair, improvement,

maintenance and preservation of the Collateral and pay any filing or recording fees necessary to preserve and protect the security interest hereby granted. The Debtor agrees to reimburse Secured Party on demand for any payment made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and such amount shall constitute additional obligations of Debtor which shall be secured by and entitled to the benefits of this Security Agreement. Debtor agrees to pay interest on such amounts at the rate of 15% from the date such are incurred by Secured Party until paid by Debtor.

(c) All covenants of Debtor contained in Article VI of the Agreement are hereby incorporated by reference and shall apply herein as if copied in full.

IV. EVENTS OF DEFAULT.

(a) Debtor shall be in default under this Security Agreement upon the happening of any of the events or conditions (herein sometimes called an "Event of Default") which constitutes the occurrence of an Event of Default as defined in Section 6.01 of the Indenture.

(b) Upon the occurrence of an Event of Default, Secured Party shall thereupon have the rights and remedies of a secured party under the Texas Uniform Commercial Code and as otherwise granted herein or under any applicable law, or in any other agreement executed by Debtor (all of which rights and remedies shall be cumulative), including without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral and to apply the proceeds thereof toward payment of any reasonable costs and expenses and attorneys' fees and legal expenses thereby incurred by the Secured Party and toward payment of the Obligations in such order or manner as the Secured Party may elect. Secured Party shall have the right to take immediate possession of the Collateral, with or without process of law, and for that purpose Secured Party may enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. Secured Party will send Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending a reasonable notice shall be met if such notice is mailed, postage prepaid, to Debtor at the address designated in the Agreement at least five days before the time of the sale or disposition. Reasonable expenses of legal expenses, plus interest thereon at a rate per annum at all times equal to the highest lawful contract rate permitted by applicable usury laws, shall constitute additional Obligations of Debtor which shall be due on demand and which shall be secured by and entitled to the benefits of this Security Agreement. If the proceeds of any sale or other lawful disposition by Secured Party of the Collateral following its retaking, are insufficient to pay the expenses of retaking, repairing, holding, or preparing the Collateral for sale, selling it and the like, to satisfy the Obligations of Debtor to Secured Party, then Debtor agrees to pay any deficiency, but Debtor shall be entitled to any surplus if one results after lawful

application of all such proceeds. Secured Party agrees that it will replace or repair any property of Debtor damaged during or as a result of the exercise of its remedies hereunder.

(c) Secured Party may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default.

(d) It is the intention of the parties hereto to comply with applicable usury laws; accordingly, it is agreed that notwithstanding any provision to the contrary in this Security Agreement, or in any of the documents evidencing the Obligations or otherwise relating thereto, no such provision shall require the payment or permit the collection of interest in excess of the maximum permitted by such laws. If any excess of interest in such respect is provided for, or shall be adjudicated to be so provided for, in this Security Agreement, or in any of the documents evidencing the Obligations or otherwise relating thereto, then in such event (a) the provisions of this paragraph shall govern and control, (b) neither the Debtor nor its legal representatives, successors or assigns or any other party liable for the payment hereof, shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount permitted by such laws, (c) any such excess which may have been collected shall be, at the option of the holder of the instrument evidencing the Obligations, either applied as a credit against the then unpaid principal amount thereof or refunded to the maker thereof and (d) the effective rate of interest shall be automatically subject to reduction to the maximum lawful rate allowed to be lawfully contracted for by Debtor under applicable usury laws as now or hereafter construed by the courts having jurisdiction.

(e) The remedies of Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided herein shall not be construed as a waiver of any of the other remedies of Secured Party.

V. GENERAL.

(a) Any provision hereof found to be invalid under the law of the State of Texas, or any other state having jurisdiction or other applicable law, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. If this Security Agreement is executed by more than one Debtor the obligations of all such Debtors shall be joint and several. This Security Agreement shall be binding upon the successors or assigns of the parties hereto, but shall inure to the benefit of successor or assigns of the parties hereto. The law of the State of Texas shall apply to this Agreement and its construction and interpretation.

(b) Any carbon, photographic or other reproduction of any financing statement signed by Debtor is sufficient as a financing statement for all purposes, including, without limitation, filing in any state as may be permitted by the provisions of the Uniform Commercial Code of such state.

(c) This Security Agreement and the security interest herein granted are in addition to, and not in substitution, novation or discharge of, any and all prior or contemporaneous security agreements and security interests in favor of Secured Party or assigned to Secured Party by others. All rights, powers and remedies of Secured Party in all such security agreements are cumulative, but in the event of actual conflict in terms and conditions, the terms and conditions of the latest security agreement shall govern and control.

SIGNED in multiple original counterparts and delivered on the day and year first above written.

SDS BIOTECH CORPORATION

By: [illegible]
President
(Gary H Rutenberg)

DEC-21-1983

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a Notary Public of The State of Texas, on this day personally appeared GARY RITENBARO, VICE PRESIDENT of SDS BIOTECH 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 SDS BIOTECH CORPORATION, a Delaware corporation, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expresesed, and in the capacity therein stated.

Given under my hand and seal of office this DEC 9 1983

Rhonda S. Brecht
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

(NOTARY SEAL)

My Commission Expires:
[illegible]
(Rhonda S. Brecht)

SDS BIOTECH CORPORATION
WATER POLLUTION CONTROL FACILITIES

SDS Biotech Corporation (the "Corporation"), a Delaware c whose stock is owned by Diamond Shamrock Corporation and Showa intends to upgrade the water pollution control facilities at the Greens Bayou Plant in Harris County, Texas (the "Plant"), which formerly belonged to Diamond Shamrock Corporation.

The purpose of the Corporation's Wastewater Management Facilities Project is to upgrade the Plant's wastewater treatment facilities to comply with existing and impending environmental regulations. The Corporation is presently negotiating for renewal of its wastewater discharge permit at the Plant. The Plant must be in compliance with this new permit which includes the best available technology guidelines for the pesticide industry.

The Wastewater Management Facilities Project consists of several components. A new cyanide destruction system will be installed to meet limits on this compound which is not regulated in the current permit. A new arsenic removal system is to be installed to treat groundwater from the area of on-site closed landfill and other non-process arsenic contaminated water. The existing storm water treatment system will be upgraded to further reduce the arsenic in the storm water. Excess process water from the Arsonates production unit will be isolated in a new containment tank for approved off-site disposal. The existing in-ground acid neutralization system will be closed according to an approved plan to meet regulations promulgated under the Resource Conservation and Recovery Act, and groundwater from this area will be reclaimed and treated; a new above ground acid neutralization system will be provided to treat the waste acid waters presently treated at the in-ground system. The existing biological wastewater treatment system will be upgraded to stay within the existing discharge limit for biodegradable organics. The amount of these organics treated in this system has increased from the addition of the closed landfill groundwater and the proposed closed acid neutralization system groundwater. These sources also increase the non-biodegradable organic load. New surge/source management tanks have been added at the Dacthal Unit to manage spills and high non-biodegradable organic process water. A portion of this water could be removed from the plant for approved off-site disposal. An ammonia destruction system will be installed to maintain this compound within the present permit limit.

An overall view of the functional purposes of the Wastewater Management Project can be obtained by reference to Exhibit "A", attached hereto and incorporated by reference herein as if copied in full. Basically, the project will include the following component systems:

I. Storm Water Treatment System Upgrade

II. IPN Unit Cyanide Destruction

III. Dacthal Unit Source Treatment

exhibit A

IV. Arsenic Pretreatment

V. Landfill Groundwater Treatment

VI. Waste Acid Neutralization

VII. Wastewater Treatment System Upgrade

VIII. Acid Pit Closure

It is estimated that the total costs for such facilities will be approximately $18,500,000 which includes labor, materials, plus engineering, overhead and sales tax.

I. STORM WATER TREATMENT SYSTEM UPGRADE.

The Storm Water Treatment System as it presently exists can only meet an effluent limit of 1.0 mg/l of arsenic. This project will make improvements to lower the arsenic concentration of the effluent. To accomplish this, more caustic, sewage grade ferric chloride, and polymer must be added to the water being processed. This will also increase the amount of sludge to be disposed of in off-site landfills. In order to accommodate the increased chemical additions additional reagent metering pumps and storage tanks will be added. A new filter press will be purchased to handle the additional load along with the Arsenic Pretreatment sludge.

The major equipment components include two NaOH metering pumps, two ferric chloride metering pumps, and two HCl metering pumps; steel and non-metallic lined piping; liquid storage equipment; buildings and equipment; and necessary power control and metering equipment, including wiring.

II. IPN UNIT CYANIDE DESTRUCTION.

The purpose of the IPN Unit Cyanide Destruction System is to reduce the cyanide in the Stripper Bottoms stream. This will be done by hydrolyzing the cyanide to ammonia and carbon monoxide.

The major equipment includes a hydrolyzer surge tank, a hydrolyzer feed pump, a hydrolyzer feed cross exchanger, a hydrolyzer pre-heater, a hydrolyzer flash tank, a hydrolyzer effluent cooler, a hydrolyzer effluent tank, a hydrolyzer effluent recycle pump, a hydrolyzer effluent recycle tank, associated piping, instruments, power control and metering equipment.

In this system the pH of the stripper bottoms streams is first adjusted and then pressure on the stream is increased with approximately high pressure pumps. Heat Exchangers are provided to increase the temperature to the required operating level. A hydrolyzer

provides sufficient residence time for the high pressure and temperature to cause a cyanide to break down in the presence of water. From the hydrolyzer the stream is cooled by flashing and with a series of coolers prior to discharge to the IPN Process Sump.

III. DACTHAL UNIT SOURCE TREATMENT.

The purpose of the DACTHAL Unit Source Treatment is to eliminate high BOD surges from the DACTHAL Sump so that the surge does not overload the Wastewater Treatment System. It will also provide a means of isolating volumes of high TOC water from entering the Wastewater Treatment System.

The major equipment of the DACTHAL Unit Source Treatment includes two new DACTHAL containment tanks; two DACTHAL containment pumps; two DACTHAL wastewater tank pumps; steel piping; power, control, metering equipment; lighting; and necessary foundation and site work.

The two new DACTHAL Containment Tanks will receive water from the present DACTHAL Sump. The tanks will act as equalization tanks, leveling out the high BOD surges. The tanks will also be capable of containing high TOC water until it is trucked off-site for disposal. The two new DACTHAL Containment Pumps will pump the water from the Containment Tanks to the Main Sump or to trucks for deepwelling if TOC is abnormally high. The sanitary waste, which now goes to the DACTHAL Sump, will be pumped directly to the Main Sump using two new Sanitary Sewer Pumps. Two new DACTHAL Wastewater Tank Pumps will be added to pump the water from the existing DACTHAL Wastewater Tank to the Main Sump.

IV. ARSENIC PRETREATMENT.

The Arsenic Pretreatment System will remove arsenic from several Plant waste streams, prior to further treatment in the Process Wastewater Treatment System. The streams treated by the Arsenic Pretreatment System are Landfill Groundwater, Arsonates Unit Steam Condensate, East Tank Farm Rainwater, and Laboratory Wastewater.

The Landfill Groundwater is pumped from the well transfer pump in the landfill area. The Arsonates Unit steam condensate is collected in the Flash Tank and pumped to Arsenic Pretreatment System by the condensate transfer pump. Laboratory wastewater is collected in a sump and pumped by the Laboratory Water Sump Pump. Rainwater from the East Tank Farm is conveyed by sump pumps and collected in the Rainwater Tank. The Rainwater Transfer Pump conveys the rainwater to Arsenic Pre-treatment.

After the arsenic containing streams have been collected the pH is adjusted with either caustic or hydrochloric acid to the appropriate level. Arsenic removal is accomplished by precipitation as a ferric hydroxide floc in a three stage counter current system. The precipitated sludge containing the arsenic residue is filtered from the system and deposited into a dumpster for off-site disposal

The major equipment in the Arsenic Pretreatment system includes a collection tank; first stage mix tank; first stage flocculation tank; first stage separator; second stage mix tank; second stage flocculation tank; second stage separator; third stage mix tank; third stage tank; third stage separator; polymer feed equipment, reagent feed equipment; and sludge filter system.

V. LANDFILL GROUNDWATER TREATMENT.

When an old plant landfill was retired, a small portion of the leachate was not contained. This water will be recovered using a well-point dewatering system and pumped to the Plant for treatment.

This project will include approximately 17 deep and 23 shallow wellpoints. Approximately seven piezometers will also be installed. Also provided will be appropriately sized collection headers. The collection vacuum headers will be routed to a diked pump station. Pumps will be used to lift the water into a tank from which it will be pumped to the Treatment System.

VI. WASTE ACID NEUTRALIZATION.

The purpose of the Waste Acid Neutralization system is to neutralize waste acids and spent scrubber liquors from the DACTHAL and DACONIL Units. The acids will be neutralized with a lime slurry and the scrubber liquors will be treated with catalyst to destroy sodium hypochlorite before mixing with the acid stream.

The major items of equipment of the waste acid neutralization system include: (1) steel tanks for the following purposes: lime storage, lime dilution, catalyst makeup; (2) nonmetallic tanks for the following purposes: weak acid storage; spent caustic, off specification acid storage, first stage neutralization, second stage neutralization together with agitators therein; (3) two pumps each for the following: weak acid transfer, spent caustic transfer, off specification acid transfer, lime slurry unloading, lime slurry feed, first stage neutralization, hypochlorite tank, preneutralization, second stage neutralization, and lime dilution; (4) steel, nonmetallic and non-metallic lined piping; (5) necessary site work, foundations, support frames, lighting, power, control, and metering equipment.

Acid streams will be collected in the tanks for weak acid, incinerator acid and off-spec acid. Off-spec acid that cannot be sold will be partially neutralized and then pumped to the first stage neutralizer. Incinerator acid will be pumped directly to the weak acid tank.

Lime slurry will arrive in tank trucks and will be stored in the Lime Slurry Tank. From there it is pumped to the Lime Dilution Tank where it is diluted to a 5% slurry and added to the First Stage Neutralization Tank automatically.

The spent scrubber liquors react with the catalyst to form NaCl from the NaOCl in the Spent Scrubber Liquor Tank. The treated solution is then pumped to the First Stage Tank.

The First Stage Neutralization Tank receives flow from the Weak Acid Tank as well as from the Spent Scrubber Liquor Tank. Lime slurry will be added to maintain a basic pH as the solution leaves the agitated vessel.

The Second Stage Neutralization Tank provides for final pH adjustment and hypochlorite reduction.

After leaving the Second Stage Tank, the effluent will be pumped to the Mix Sump.

VII. WASTEWATER TREATMENT SYSTEM UPGRADE.

The existing Wastewater Treatment System is to be upgraded.

A new Mix Sump will be provided for final pH control. The existing South Settling Basin will serve to contain any Mix Sump overflows and to catch Plant spills for gradual return to the treatment system.

The major equipment to be added to the Wastewater Treatment System includes: a nonmetallic hypochlorite liquid storage tank; a mix sump; two mix sump agitators; polymer tank agitator; two wastewater primary settlers; five equalization basin aerators; five aeration basin aerators; a chlorination tank agitator; dechlorination tank agitator; two pumps each for the following purposes: mix sump, acid charge, dechlorination tank, hyperchlorite; necessary instrumentation, power control, metering; steel, alloy, and nonmetallic piping; supporting frames; foundations; site excavation and fill, removal and replacement; and site clearing.

Acid and caustic are added to the sump as necessary to adjust pH to between 6 and 10. The new Mix Sump Pump discharges to the new Primary Settler. Polymer is added to the influent to aid in precipitation of the suspended solids in the settler. Filter wash water is added from the new filtrate sump. The settler overflows

to the existing Equalization Basin (West Pond). The Equalization Basin will absorb surges in flow and even out waste contaminant concentration surges. The Equalization Basin overflows to the existing Equalization Basin Sump. From there the water is pumped by the existing Equalization Basin Sump Pumps to the existing Sand Filter and then to the existing Carbon Dechlorinators.

The effluent from the dechlorinators flows into the new aerated north Settling Basin and upgraded aerated lagoon (existing East Pond). The Aerated basin and lagoon reduce BOD and TOC before overflowing to the final clarifier and then to the outfall (101).

VIII. ACID PIT CLOSURE.

The purpose of the Acid Pit Closure is to eliminate the existing acid pits, and collect the associated groundwater for treatment in the Wastewater Treatment System. The pits will be closed by removing all contaminated material and backfilling the pits with clay. The contaminated material will be disposed of in a permitted landfill.

Following this operation, a sufficient amount of impervious clay backfill will be placed along with a clay cover. In addition, a 3' wide soil bentonite slurry trench approximately 24' deep will be installed as required to contain ground water flow. Groundwater management facilities will consist of approximately 30 shallow wells and 20 deep wells to recover any contaminated ground water for treatment and discharge. Necessary piping, instrumentation, lighting, and other electrical and control systems will complete the installation.

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[illegible]

[illegible]

[illegible]

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded

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H. [illegible] and Aromatics Vent Seal Pot	These vessels provide water seals on the respective vent streams to prevent flow flashback to the process units.
I. The [illegible] and Fan	This scrubber provides for removal of hydrogen fluoride and chlorine from the Fluorinated Aromatics Incinerator flue gas stream by contacting the gas with water. The fan is installed to recycle part of the weak acid produced in the scrubber back into the scrubber tube used for scrubbing and to convert the remaining weak acid to existing treatment facilities. The scrubber is designed for future additional scrubbing [illegible] additional chlorine to [illegible] as indicated above.
J. [illegible]	[illegible] and support [illegible] essential to the [illegible] facilities [illegible]

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT B

DIAMOND SHAMROCK CORPORATION

GREENS BAYOU PLANT

121.1328 ACRES NORTHEAST OF

HADEN ROAD

121.1328 acres of land in the Richard and Robert Vince Survey, Abstract No. 76, Harris County, Texas, being out of a 145.903 acre tract of land being the same property described as fifth tract in a deed dated August 2, 1945, to J. F. Hedding, Trustee, and recorded in Volume 1395, Page 533 of the Deed Records of Harris County, Texas, and being described as follows:

BEGINNING at a point in the northeast line of a 60 foot right-of-way for Haden Road at the southeast corner of that certain 2.7087 acre tract conveyed to Jones Chemicals, Inc. by deed dated July 23, 1975 by Diamond Shamrock Corporation, recorded in the Deed Records of Harris County, Texas, under County Clerk's File No. E497928 and Film Code 124-12-0763;

THENCE North 0° 05' East with the east line of said 2.7087 acre tract 544.74 feet to a point for the southwest corner of that certain 1.7217 acre tract conveyed to Jones Chemicals, Inc. by deed dated February 23, 1979, by Diamond Shamrock Corporation, recorded in the Deed Records of Harris County, Texas, under County Clerk's File No. G010887 and Film Code 123-84-0346;

THENCE South 89° 55' East with the south line of said 1.7217 acre tract 150.00 feet to a point for its southeast corner;

THENCE North 0° 05' East with the east line of said 1.7217 acre tract 500.00 feet to a point for its northeast corner in the north line of said 145.903 acre tract and the south right-of-way line of the Houston North Shore Railway;

TEHNCE South 89° 55' East with the north line of said 145.903 acre tract and the south right-of-way line of the Houston North Shore Railway 2225.97 feet to a point for the northwest corner of that certain 1.009 acre tract conveyed to Harris County Flood Control District by Diamond Alkali Company;

THENCE Southerly with the west line of said 1.009 acre tract as follows:

South 0° 18' West 100.51 feet, 067-84-1674
South 29° 42' East 273.04 feet, and
South 17° 04' East 122.85 feet to a point
for the south corner of said 1.009 acre tract in the east line of said 145.903 acre tract;

THENCE South 0° 02' West with the east line of said 145.903 acre tract 2691.08 feet to a point in the north line of that certain tract of land conveyed by H. L. Nicholson, Administrator of the Estate of R. E. Brooks, deceased, to harris County Houston Ship Channel Navigation District by deed dated August 6, 1941, and recorded in Volume 1219, Page 626, of the Deed Records of Harris County, Texas;

THENCE North 76° 43' West with the north line of said tract 144.95 feet to a point for corner in the southwest line of said 145.903 acre tract;

THENCE North 50° 21' West with the southwest line of said 145.903 acre tract 746.82 feet to a point for the southeast corner of 60 foot right-of-way for Haden Road;

THENCE North 50° 21' West with the northeast line of said 60 foot right-of-way 2377.63 feet to the PLACE OF BEGINNING, containing 121.1328 acres of land, more or less.

DIAMOND SHAMROCK CORPORATION

GREENS BAYOU PLANT

85.1532 ACRES SOUTHWEST OF

HADEN ROAD

85.1532 acres of land in theRicahrd and Robert Vince Survey, Abstract No. 76, Harris County, Texas, being out of a 99.811 acre tract of land being the same property described as second tract in a deed dated August 2, 1945, to J. F. Hedding, Trustee, and recorded in Volume 1395, Page 533 of the Deed Records of Harris County, Texas, and being described as follows:

BEGINNING at a point on the left bank of Greens Bayou for the south corner of that certain 3.6559 acre tract conveyed by deed dated October 12, 1978 to Pennwalt Corporation by Diamond Shamrock Corporation, recorded in the Deed Records of Harris County, Texas under Clerk's File No. F828274, Film Code 110-92-1613;

THENCE North 57° 00' East with the southeast line of said 3.6559 acre tract at 93.39 feet passing a 5/8" iron rod, at corner of said 3.6559 acre tract and the south corner of Pennsalt Chemical Corporation's 1.6899 acre tract of land described in an instrument recorded in Volume 6347, Page 414, of the Deed Records of Harris County, Texas, and continuing along the same bearing, and the southeast line of the said 1.6899 acre tract of land a total distance of 1212.70 feet to a point for corner;

THENCE South 33° 00' East 20.00 feet to a point for corner;

THENCE North 57' 00" East with the southeast line of said 1.6899 acre tract 825.01 feet to a point for corner;

THENCE South 86° 27' East with the south line of said 1.6899 acre tract 203.43 feet to a point for corner in the northeast line of said 99.811 acre tract and the southwest line of Harris County Houston Ship Channel Navigation District Railroad right-of-way;

THENCE South 50° 21' East with the northeast line of said 99.811 acre tract and the southwest line of said railroad right-of-way 1498.17 feet to a concrete monument set for the east corner of said 99.811 acre tract;

THENCESouth 57° 00' West with the southeast line of said 99.811 acre tract 2569.80 feet to a concrete monument set for the south corner of said 99.811 acre tract in the left bank of Greens Bayou

THENCE in a Northwesterly direction with the left bank of Greens Bayou and its meanders as follows:

North 45° 28' West 273.30 feet,
North 38° 43' West 283.90 feet,
North 28° 18' West 290.40 feet,
North 25° 30' West 273.00 feet,
North 37° 11' West 400.00 feet, and
North 51° 33' West 66.23 feet to the PLACE OF BEGINNING, containing 85.1532 acres of land.

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

DEC 9 1983

COUNTY CLERK
HARRIS COUNTY, TEXAS