



HUNTSMAN SPECIALTY CHEMICALS CORPORATION

March 4, 1994

RECORDATION NO. 18739 FILED 1425

MAR 11 1994 3:58 PM

INTERSTATE COMMERCE COMMISSION

0100140008

Interstate Commerce Commission
Twelfth and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee, Room 2302

Re: Equipment Leasing Agreements Nos. 5 and 6 dated respectively July 1, 1963 and July 27, 1964 (the "Equipment Leases") between The Commonwealth Plan, Inc., as Lessor and Monsanto Company (formerly known as Monsanto Chemical Company), as Lessee.

Dear Ms. Lee:

Enclosed please find for recording one fully executed and acknowledged original and one verified copy of Bill of Sale and Contract for Sale of Used Rail Cars dated as of December 15, 1993, by and between The Commonwealth Plan, Inc., as Seller, and Huntsman Specialty Chemicals Corporation, as Buyer, relating to the railroad equipment as more fully described below.

In connection with the recording of the above-referenced document, please note the following information:

- (i) **Name and Address of Seller/Lessor:**
The Commonwealth Plan, Inc.
2655 Campus Drive, Suite 200
San Mateo, California 94403
- (ii) **Name and Address of Lessee:**
Monsanto Company (formerly known as Monsanto Chemical Company)
800 North Lindbergh Boulevard
St. Louis, Missouri 63167

- (iii) **Name and Address of Buyer:**
Huntsman Specialty Chemicals Corporation
2000 Eagle Gate Tower
Salt Lake City, Utah 84111-1098

- (iv) **General Description of Equipment Covered by Documents:**
Thirteen (13) tank cars (used) bearing the Identification Marks MCPX 680, 683, 684, 691, 695, and MCPX 697-703; and the AAR Mechanical Designation "TLI".

- (v) **Previous Filings with the Interstate Commerce Commission covering the Equipment:**

<u>DOCUMENT:</u>	<u>RECORDATION DATE:</u>	<u>RECORDATION NUMBER:</u>
Equipment Leasing Agreement No. 5, dated July 1, 1963, between the Commonwealth Plan, Inc., and Monsanto Company (formerly known as Monsanto Chemical Company), as amended.	August 28, 1963	2622
Supplement to Equipment Leasing Agreement No. 5, dated as of November 3, 1964, between The Commonwealth Plan, Inc., and Monsanto Company (formerly known as Monsanto Chemical Company).	November 3, 1964	2622-E
Equipment Leasing Agreement No. 6 dated July 27, 1964 between the Commonwealth Plan, Inc. and Monsanto Company (formerly known as Monsanto Chemical Company), as amended.	August 28, 1963	3038-D

Enclosed is our check in the amount of \$18.00 to record the enclosed Bill of Sale and Contract for Sale of Used Rail Cars. When the release of this document has been

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completed, please endorse with the relevant recording information the original and the copy of the Bill of Sale and Contract for Sale of Used Rail Cars provided herewith and return them in the enclosed, self-addressed, stamped envelope. This is a full release of lien.

Please feel free to contact me or our legal assistant, Jannie Spader, at 801-532-5200 if you have any questions in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert B. Lence", with a stylized flourish at the end.

Robert B. Lence
Vice President

RBL/js
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/23/94

OFFICE OF THE SECRETARY

Robert B Lence

Vice President

Huntsman Specialty Chemicals Corp.

P.O. Box 419053

St. Louis, Missouri 63141-9053

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on 3/14/94 at 8:50am, and assigned
recordation number(s). 18739

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

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INTERSTATE COMMERCE COMMISSION

EXHIBIT A

BILL OF SALE AND CONTRACT FOR SALE OF USED RAIL CARS

This Bill of Sale and Contract for Sale of Used Rail Cars (the "Rail Car Contract") entered into and made effective this 15 day of December, 1993, by and between HUNTSMAN SPECIALTY CHEMICALS CORPORATION, a Utah corporation, with general offices at 2000 Eagle Gate Tower, Salt Lake City, Utah 84111-1098 ("Huntsman"), and THE COMMONWEALTH PLAN, INC. ("Commonwealth"), incorporated in the Commonwealth of Massachusetts, having a place of business at 2655 Campus Drive, San Mateo, California 94403.

W I T N E S S E T H

WHEREAS, Commonwealth entered into Finance Leasing Agreements (the "Leases") with Monsanto Chemical Company ("Monsanto") dated as of July 1, 1963 (Number 5) and July 27, 1964 (Number 6) for the lease of certain rail equipment as more specifically described below (the "Equipment"); and

WHEREAS, Monsanto no longer has need of the Equipment and Huntsman has need of and desires to obtain ownership of the Equipment; and

WHEREAS, Monsanto, Commonwealth and Huntsman desire that Huntsman obtain all right and title to the Equipment; and

WHEREAS, while title to the Equipment remains in Commonwealth, the Equipment is fully amortized with all economic value in the Equipment now being in Monsanto; and

WHEREAS, Commonwealth has granted to Monsanto a Limited Power of Attorney authorizing Monsanto to negotiate and sell the Equipment and prepare and deliver appropriate sale papers, a copy of which is provided Huntsman contemporaneously with this Contract;

W I T N E S S E T H

Now therefore in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. Commonwealth hereby sells, assigns, transfers, conveys and delivers to Huntsman, its successors and assigns, and Huntsman hereby purchases and accepts from Commonwealth all of Commonwealth's right, title and interest in and to the following described Equipment:

<u>Quantity</u>	<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Identifying Marks</u>
13	10,000 Gallon used Tank Cars DOT Class 103W Coiled- Insulated- Phenolic lined	"TLI"	MCPX 680 MCPX 683 MCPX 684 MCPX 691 MCPX 692 MCPX 695 MCPX 697-703

TO HAVE AND TO HOLD all of the foregoing Equipment unto Huntsman, its successors and assigns, FOREVER.

2. The price of the Equipment sold hereunder is one dollar (\$1.00) and other good and valued consideration, the receipt and sufficiency of which are hereby acknowledged. The above price for the Equipment does not include federal, state or local sales, use, excise or similar taxes or assessments applicable to the sale of such Equipment. Any such tax or assessment shall be paid by Huntsman or Monsanto, or otherwise reimbursed to Commonwealth if to be paid by Commonwealth.

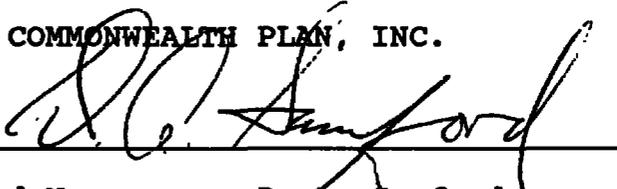
3. The Equipment is sold "As Is - Where Is" with all faults and defects. Huntsman expressly assumes all risk and responsibility for injury or damage to Huntsman (or its employees or agents), or any person, firm or corporation (or its employees or agents) directly or indirectly which injury or damage arose out of ownership, possession, dismantling, removal, handling or use of the Equipment after the date hereof. Huntsman agrees to indemnify and save Commonwealth and Monsanto, their officers, directors and agents harmless against any and all liabilities, penalties, demands, and claims, causes of action, suits, losses, damages, costs and expenses (including cost of defense, settlement and reasonable attorneys' fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily

injuries (including death) to any person or damage (including loss of use) to any property, which injuries or damage arose or after the date hereof and resulted from (i) the commodities carried in such Equipment after the date hereof, (ii) from any defects in such Equipment or (iii) out of ownership, possession, cleaning, repairing, dismantling, removal, handling or use of the Equipment after the date hereof. Upon the request of Monsanto or Commonwealth, Huntsman shall promptly defend any such demand, claim, cause of action or suit against Commonwealth or Monsanto.

4. Commonwealth warrants that the Equipment when sold hereunder shall be free of all liens and encumbrances, but otherwise ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT ARE HEREBY DISCLAIMED. IN NO EVENT SHALL COMMONWEALTH NOR MONSANTO BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, the parties hereto have caused this Rail Car Contract to be duly executed in duplicate counterparts by their duly authorized representatives on the date first above set forth.

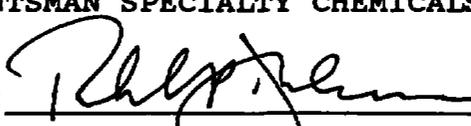
THE COMMONWEALTH PLAN, INC.

By: 

Typed Name: D. A. Samford

Title: Associate Company Counsel
Monsanto Company, acting for
and on behalf of the
Commonwealth Plan, Inc. as its
Attorney-in-Fact

HUNTSMAN SPECIALTY CHEMICALS CORPORATION

By: 

Typed Name: Richard P. Durham

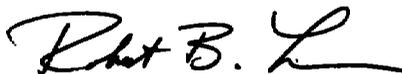
Title: Vice President

VERIFICATION

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

I, Robert B. Lence, Vice President of Huntsman Specialty Chemicals Corporation, hereby verify that the foregoing is a true and correct copy of the Bill of Sale and Contract for Sale of Used Rail Cars delivered to Huntsman Specialty Chemicals Corporation in connection with the Asset Purchase Agreement dated as of December 15, 1993, between Huntsman Specialty Chemicals Corporation and Monsanto Company.

Dated this 4th day of March, 1994.



Robert B. Lence

Subscribed and sworn to before me this 4th day of March, 1994.



Notary Public
Residing in Salt Lake County,
Utah

Commission Expires:

4-21-95

