

ALVORD AND ALVORD  
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13220-L  
RECORDED  
DEC 6 1995  
OF COUNSEL  
URBAN A. LESTER

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

December 6, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Equipment Sublease Agreement, dated October 31, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Lease Agreement which was duly filed with the Commission under Recordation Number 13220-A.

The names and addresses of the parties to the enclosed document are:

Sublessor : Occidental Chemical Corporation  
(as successor in interest to  
Oxychem Properties Corporation)  
Occidental Tower  
5005 LBJ Freeway  
Dallas, Texas 75244

Sublessee : White Springs Agricultural Chemicals, Inc.  
c/o PCS Phosphate Company, Inc.  
Suite 500, 122 First Avenue S  
Saskatoon, Saskatchewan S7K 7G3

A description of the railroad equipment covered by the enclosed document is:

Sixteen (16) tank cars and six (6) covered hoppers WAGX (formerly OCCX) reporting marks and road numbers as set forth on the Description attached hereto.

*Counter parts -  
Guth.*

Mr. Vernon A. Williams  
December 6, 1995  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

**DESCRIPTION OF THE EQUIPMENT AND RENT**

**PART I  
DESCRIPTION**

A. PHOSPHATE FERTILIZER SOLUTION TANK CARS

Quantity:	16
A.A.R. Mechanical Designation	D.O.T. 111A100W1
Reporting Marks:	WAGX 6001, 18, 50, 51, 54, 56, 57, 60, 61, 62, 66, 67, 69, 71, 74, 76
Lessor's Cost per Car:	\$67,632.46

B. DIATOMACEOUS EARTH COVERED HOPPER CARS

Quantity:	6
Reporting Marks:	WAGX 9001 thru 9006
Lessor's Cost per car:	\$74,149.65

13220-L  
OCT 31 1995 2 20 PM  
RECORDED

Equipment Sublease Agreement dated October 31, 1995

Under

Equipment Lease Agreement dated as of April 1, 1981

Between

AVF II, L.L.C. (as successor in interest to  
Aubrey G. Lanston & Co., Inc.)

Lessor

First Security Bank of Utah

Assignee

Occidental Chemical Corporation (as successor in interest to  
OXYCHEM PROPERTIES CORPORATION)

Lessee and Sublessor

White Springs Agricultural Chemicals, Inc. - Sublease

Railroad Equipment

Occidental Chemical Corporation Lease No. F-321L

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Filed and recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act,  
49 U.S.C. §11303, on the \_\_\_\_ day of \_\_\_\_\_, 1995 at \_\_\_\_\_, recordation number  
\_\_\_\_\_

F-321L

RAILCAR SUBLEASE

This RAILCAR SUBLEASE dated as of October 31, 1995 by and between OCCIDENTAL CHEMICAL CORPORATION, a New York corporation ("Sublessor"), and WHITE SPRINGS AGRICULTURAL CHEMICALS, INC., a Delaware corporation ("Sublessee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Sublessor, by reason of the November 30, 1987 merger of OxyChem Properties Corporation, a California corporation ("OxyChem"), into Sublessor, is the Lessee of the Equipment described in Part I of Annex A hereto (the "Equipment") under that certain Equipment Lease Agreement (as amended from time to time, the "Lease") dated as of the 1st day of April, 1981, between Aubrey G. Lanston & Co., Inc., a New York corporation, and OxyChem Properties Corporation;

WHEREAS, AVF II, L.L.C., an Illinois limited liability company (herein together with its successor and assigns, the "Master Lessor"), is the successor in interest to Aubrey G. Lanston & Co., Inc. by reason of an assignment effective as of the 31st day of May, 1995 pursuant to that certain "Amendment to Fundamental Agreements No. 2";

WHEREAS, the consent to this Railcar Sublease has been duly obtained by the execution of the Consent to Sublease, a true copy of which is attached as Annex B hereto, by all of the parties shown thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties agree as set forth below.

1. Definitions.

The capitalized terms used in this Railcar Sublease not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. Sublease of Equipment.

Effective as of the date hereof, Sublessor subleases to Sublessee and Sublessee subleases from Sublessor the Equipment, subject to all of the terms, conditions, and

covenants of the Lease and of this Railcar Sublease. Sublessor has heretofore delivered to Sublessee a true and correct copy of the Lease, attached hereto as Annex C.

3. Performance of Sublessor's Obligations.

Sublessee agrees, for the benefit of Sublessor and the Master Lessor, to perform all of the obligations to be performed by Sublessor under the Lease with respect to the Equipment except as otherwise expressly provided herein. The Parties acknowledge that certain railcars other than the Equipment may continue to be leased under the Lease by Sublessor during the term of this Railcar Sublease and, therefore, with respect to such railcars, Sublessor agrees to perform all of the obligations to be performed by Sublessor under the Lease, including, without limitation, the payment in a timely fashion of the Basic Rent therefor.

4. Basic Rent.

As Basic Rent for each Unit of the Equipment, Sublessee shall pay to Sublessor, prior to each Rental Payment Date, that percentage of Sublessor's Cost for such Unit shown in the Rent Factor column in Part II of Annex A hereto. Sublessor shall pay to the Master Lessor the Basic Rent payable under the Lease which has been so paid to Sublessor.

5. Term.

The term of the sublease herein provided for shall commence on the date hereof, and shall expire on the date of the expiration of the Lease.

6. Insurance and Financial Statements.

(a) Sublessee shall provide to the Master Lessor and to the Sublessor insurance policies with respect to the Equipment which shall provide coverage primary and non-contributing to any insurance carried by others and which shall name the Master Lessor and Sublessor as additional insureds, and Sublessee shall provide insurance certificates to the Master Lessor and to Sublessor, all as required to be provided under Section 7 of the Lease.

(b) Sublessee shall provide to Sublessor and to the Master Lessor such financial information with respect to Sublessee as may reasonably be requested by such persons from time to time.

7. Notices.

(a) Sublessee shall provide to Sublessor and the Master Lessor the notices described in Section 16(a) of the Lease. Sublessor shall provide the Sublessee any notice received by Sublessor pursuant to the Lease. Sublessee shall provide to Sublessor, as well as to the Participants, the notices described in Section 16(c) of the Lease.

(b) All notices and other communications hereunder shall be in writing and delivered personally or sent by facsimile, telex or first class or registered or certified mail, postage prepaid, addressed as follows:

If to Sublessor at:

Occidental Chemical Corporation  
Occidental Tower  
5005 LBJ Freeway  
Dallas, Texas 75244

Attention: Debt Compliance

and, if to Sublessee, at:

White Springs Agricultural Chemicals, Inc.

c/o Potash Corporation of Saskatchewan Inc.,  
Suite 500, 122 First Avenue S  
Saskatoon, Saskatchewan, S7K 7G3  
Attention: Senior Vice President and General Counsel  
Facsimile: (306) 933-8877

with a copy to:

White Springs Agricultural Chemicals, Inc.  
c/o PCS Phosphate Company, Inc.  
3101 Glenwood Avenue  
Raleigh, North Carolina 27612  
Attention: Executive Counsel

8. Use of the Equipment.

Sublessee represents and warrants that each Unit is intended for a use related to interstate commerce within the meaning of Section 11303 of the Interstate Commerce Act.

9. Tax Indemnity Agreement and Guarantee.

Sublessee assumes and agrees to perform all of Sublessor's obligations to the extent relating to the Equipment under the Tax Indemnity Agreement and Guarantee dated as of April 1, 1981 among the Master Lessor, OxyChem, and Occidental Petroleum Corporation arising from and after the date hereof and to hold harmless Sublessor and indemnify Sublessor from and against any claims by the Master Lessor thereunder resulting from any act or omission by Sublessee except to the extent caused by any act or omission of Sublessor or its affiliates (including Sublessee but only prior to the date hereof), agents and their representatives.

10. No Assignment.

Except as otherwise expressly provided in the Lease, (a) this Sublease shall not be assigned by Sublessee without first obtaining the written consent of Sublessor to such assignment, which consent shall not be unreasonably withheld; provided, however, that such consent of Sublessor shall be given if the transferee is an entity having (i) a substantial net worth, (ii) the financial position to be financially responsible and (iii) a reputation for being in material compliance with all applicable law.

11. Entire Agreement.

This Sublease constitutes the entire agreement between the Sublessor and Sublessee, and supersede all prior understandings, with reference to the subject matter hereof and thereof. Sublessor and Sublessee acknowledge and agree that there has been no prior course of dealing between them which is, or should be, relied upon by either of them to construe any provision of this Sublease.

12. Severability.

In case any one or more of the provisions contained in this Sublease shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

13. Amendments.

This Sublease may not be amended or changed orally, and no amendment to this Sublease shall be effective unless evidenced by an instrument in writing executed by Sublessor and Sublessee.

14. Governing Law.

This Sublease shall be governed by, and construed in accordance with, the internal laws of the State of Texas.

15. Further Assurances.

Each of the parties hereto agrees promptly and duly to execute and deliver to the other party, and to the Master Lessor, Purchaser, and Loan Trustee such further documents and assurances and take such further action as such requesting person may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Railcar Sublease and to establish and protect the rights and remedies in favor of such persons.

IN WITNESS WHEREOF, the Parties have executed this Railcar Sublease as of the day and year first above written.

OCCIDENTAL CHEMICAL CORPORATION

By: J R Hawert

WHITE SPRINGS AGRICULTURAL CHEMICALS, INC.

By: J R Hawert

**DESCRIPTION OF THE EQUIPMENT AND RENT**

**PART I  
DESCRIPTION**

A. PHOSPHATE FERTILIZER SOLUTION TANK CARS

Quantity:	16
A.A.R. Mechanical Designation	D.O.T. 111A100W1
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Lessor's Cost per Car:	\$67,632.46

B. DIATOMACEOUS EARTH COVERED HOPPER CARS

Quantity:	6
Reporting Marks:	WAGX 9001 thru 9006
Lessor's Cost per car:	\$74,149.65

**PART II**  
**RENT**  
(SUBLESSOR'S COST TIMES RENT FACTOR)

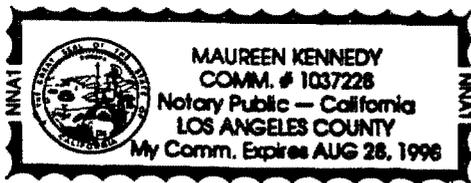
<u>Calendar Month</u>	<u>Rent Factor</u>
January, 1996	2.050135
July, 1996	9.618012
January, 1997	1.789076
July, 1997	9.879071
January, 1998	1.512572
July, 1998	10.155575
January, 1999	1.217523
July, 1999	10.450624
January, 2000	0.902678
July, 2000	10.765469
January 2001	0.566731
July, 2001	11.101416

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On October 27, 1995, before me, Maureen Kennedy, the undersigned notary public, personally appeared James R. Havert, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Maureen Kennedy*  
Notary Public in and for said State

District of Columbia : SS

I, ROBERT W. ALVORD, being duly sworn, do hereby certify that the attached "Equipment Sublease Agreement dated October 31, 1995", between Occidental Chemical Corporation (as successor in interest to OXYCHEM PROPERTIES CORPORATION), Sublessor, and White Springs Agricultural Chemicals, Inc., Sublessee, is a true and complete copy of the original thereof.



ROBERT W. ALVORD

Subscribed and sworn to before me this 6<sup>th</sup> day of December, 1995.

  
NOTARY PUBLIC

My Commission expires: March 31, 2000