





- (c) A description of the equipment covered by the document follows:
- (i) Tank barge RHA 2204, Hull No. 9536, CG 680256
  - (ii) Tank barge RHA 1703, Hull No. 2634, CG 519350

A recording fee of \$30.00 is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies not needed by the Board for recordation to:

Richard J. Schroeder  
Davis Wright Tremaine LLP  
2600 Century Square  
1501 – 4<sup>th</sup> Avenue  
Seattle WA 98101-1688

A short summary of the document to appear in the index follows:

Primary Document: Memorandum of Demise Charter Party, dated December 30, 2004, between Wells Fargo Bank Northwest, National Association, Owner Trustee, as Owner and lessor and Rhodia Inc., as Charterer and lessee covering the tank barge vessels RHA 2204, Hull No. 9536, CG 680256 and RHA 1703, Hull No. 2634, CG 519350.

If you have any questions or need further information, please do not hesitate to contact me at 206-628-7759.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read 'Richard J. Schroeder', written over the typed name.

Richard J. Schroeder

Enclosures

RECORDATION NO. W79 FILED

DEC 30 '04

4-38 PM

SURFACE TRANSPORTATION BOARD

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MEMORANDUM OF DEMISE CHARTER PARTY

BETWEEN

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,  
Owner Trustee  
("OWNER")

AND

RHODIA INC.  
("CHARTERER")

DECEMBER 30, 2004

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Filed with the Surface Transportation Board pursuant to  
49 U.S.C. § 11301 on December 30, 2004, at \_\_\_\_\_ p.m.

Recordation Number \_\_\_\_\_

## MEMORANDUM OF DEMISE CHARTER PARTY

This Memorandum of a Demise Charter Party is made and entered into as of December 30, 2004, by and between Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated December 30, 2004 ("Owner") and Rhodia Inc., a Delaware corporation ("Charterer").

### WITNESSETH:

1. Owner has agreed to furnish to Charterer, and the Charterer has agreed to lease from Owner, two (2) tank barge vessels RHA 2204 and RHA 1703, as identified on Schedule 1 attached hereto.
2. The Demise Charter Party shall be effective as of the date first set forth hereinabove and shall be subject to the Term, as defined in the Demise Charter Party.
3. This Memorandum may be executed in counterparts.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

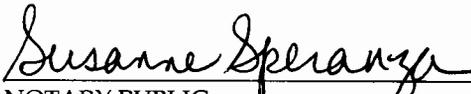
CHARTERER:

RHODIA INC.

By   
Name: RAYMOND LEE  
Title: TREASURER

STATE OF NEW JERSEY     )  
  ) ss.  
COUNTY OF MIDDLESEX     )

On this 23<sup>rd</sup> day of December, 2004, before me personally appeared RAYMOND LEE, to me personally known, who being by me duly sworn, says that he is the TREASURER of RHODIA INC., a Delaware corporation, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

  
NOTARY PUBLIC  
Address: 8 PRESCOTT ST.  
EDISON NJ 08817  
My commission expires: \_\_\_\_\_

**SUSANNE SPERANZA**  
**NOTARY PUBLIC, STATE OF NEW JERSEY**  
County of Middlesex  
Commission Expires May 13, 2009

[Memorandum of Charter]

## SCHEDULE 1

Vessels subject to Demise Charter Party dated December 30, 2004 between Wells Fargo Bank Northwest, National Association, Owner Trustee as Owner, and Rhodia Inc., as Charterer.

<u>VESSEL</u>	<u>HULL NUMBER</u>	<u>USCG NUMBER</u>
RHA 2204	9536	CG 680256
RHA 1703	2634	CG 519350

and all equipment located onboard or used in connection with the above described vessels, the whole of the vessels, together with her boilers, engines, generators, air compressors, cranes, machinery, masts, spars, riggings, boats, anchors, cable, chains, tackle, tools, pumps and pumping equipment, apparel, furniture, furnishings, fittings, spare parts, stores, and all other appurtenances thereunto appertaining or belonging, whether now owned or hereafter acquired, whether on board or not, and all additions, renewals and replacements hereafter made in or to the vessels, and proceeds thereof, but excluding any receivables due Rhodia Inc. for detention, demurrage or freight, or under any vessel time or voyage subcharter or contract of affreightment.