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STOCK PURCHASE AGREEMENT

By and Among

DIAMOND SHAMROCK CORPORATION

OCCIDENTAL PETROLEUM CORPORATION

OCCIDENTAL CHEMICAL HOLDING CORPORATION

and

OXY-DIAMOND ALKALI CORPORATION

dated

September 4, 1986

OCC 032905

OCCNJ 0000204

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	
Purchase and Sale of Shares	
Section 1.01	Purchase and Sale 2
Section 1.02	Purchase Price 2
Section 1.03	Assumed Obligations 4
Section 1.04	Net Working Capital 4
Section 1.05	Net Book Value of the Equity Companies 7
Section 1.06	Carbochloro and DS Chile 8
ARTICLE II	
Representations and Warranties of Seller	
Section 2.01	Organization of Seller 9
Section 2.02	Organization of DSCC 9
Section 2.03	Subsidiaries 12
Section 2.04	Ownership of Shares 12
Section 2.05	Corporate Power 14
Section 2.06	No Conflicts 15
Section 2.07	Litigation; Compliance with Laws . . 18
Section 2.08	Financial Statements 24
Section 2.09	Conduct of Business; No Material Adverse Change 26
Section 2.10	Material Assets 26
Section 2.11	Real Property Interests 28
Section 2.12	Leases of Personal Property 32
Section 2.13	Bank Accounts 33
Section 2.14	Taxes 33
Section 2.15	Employee Matters 37
Section 2.16	Contracts 41
Section 2.17	Intellectual Property 44
Section 2.18	Insurance 46
Section 2.19	Labor Relations 47
Section 2.20	Brokers 48

Note: This Table of Contents shall not, for any purpose, be deemed to be part of this Agreement.

	<u>PAGE</u>
Section 2.21 SEC Reports	49
Section 2.22 Cogeneration	49
Section 2.23 The Reorganization	52
Section 2.24 Governmental Regulations	53
Section 2.25 Effect of Certain Representations and Warranties	54

ARTICLE III

Representations and Warranties
of Buyer, Oxy-Chem and OPC

Section 3.01 Organization of Buyer, Oxy-Chem and OPC	55
Section 3.02 Corporate Power	55
Section 3.03 No Conflicts	56
Section 3.04 Litigation	58
Section 3.05 Brokers	59
Section 3.06 OPC Savings Plan	59
Section 3.07 Buyer's Financial Capacity	59
Section 3.08 Oxy-Chem Net Worth	60
Section 3.09 Effect of Certain Representations and Warranties	60
Section 3.10 Acquisition Purposes	61

ARTICLE IV

Personnel and Benefit Plans

Section 4.01 Basic Employment Matters	61
Section 4.02 Pension Plans	62
Section 4.03 Savings Plan	63
Section 4.04 Represented Employees	65
Section 4.05 Other Plans	69
Section 4.06 Separation Benefits	72

ARTICLE V

Closing

Section 5.01 The Closing	73
------------------------------------	----

ARTICLE VI

Conditions to Obligations of Buyer, OPC and
Oxy-Chem to Consummate the Transaction

Section 6.01	Opinion of Counsel	74
Section 6.02	Accuracy of Representations and Warranties; Compliance with Covenants	74
Section 6.03	Material Change	75
Section 6.04	No Injunction	76
Section 6.05	Approvals and Consents	76
Section 6.06	Accounts Receivable Free of Liens .	77
Section 6.07	Cogeneration Purchase Agreement Closing	77
Section 6.08	Insurance	77
Section 6.09	No Events of Default	77

ARTICLE VII

Conditions to Obligations of Seller
to Consummate the Transaction

Section 7.01	Opinion of Counsel	79
Section 7.02	Accuracy of Representations and Warranties; Compliance with Covenants	79
Section 7.03	No Injunction	80
Section 7.04	Approvals and Consents	80
Section 7.05	Cogeneration Purchase Agreement Closing	80

ARTICLE VIII

Covenants

Section 8.01	Compliance with HSR Act	81
Section 8.02	Injunctions	82
Section 8.03	Access to Information	83
Section 8.04	No Extraordinary Actions by Seller	87
Section 8.05	Best Efforts	92
Section 8.06	Notice of Failure of Condition . . .	95

	<u>PAGE</u>
Section 8.07	Intercompany Accounts 95
Section 8.08	Assumed Obligations 96
Section 8.09	Transfer of Property 98
Section 8.10	Schedules and Exhibits 100
Section 8.11	Audited Financial Statements 101
Section 8.12	Post-Closing Antitrust Litigation 102
Section 8.13	Insurance 103
Section 8.14	Claims Against Current Carriers 108
Section 8.15	Replacement of Surety Bonds; Guaranties; Letters of Credit; Comfort Letters 109
Section 8.16	Taxes 110
Section 8.17	Carbocloro and DS Chile 118
Section 8.18	Change and Use of Names 118
Section 8.19	Compliance with ECRA 120
Section 8.20	Transfer or Reissuance of Environmental Permits 122
Section 8.21	Waste Removal 122

ARTICLE IX

Survival and Indemnification

Section 9.01	Survival of Representations and Warranties 124
Section 9.02	Limitations on Indemnification 124
Section 9.03	Indemnification 127
Section 9.04	Defense of Claims 137
Section 9.05	Pass-Through Purchasers 142

ARTICLE X

Environmental Costs Sharing

Section 10.01	Environmental Costs 145
Section 10.02	Payment 148
Section 10.03	Application of Insurance Proceeds 149

ARTICLE XI

Termination and Amendment

Section 11.01	Termination 150
Section 11.02	Obligations Shall Cease 151
Section 11.03	Fees and Expenses 151

PAGE

ARTICLE XII

Miscellaneous

Section 12.01	Headings	151
Section 12.02	Notices	152
Section 12.03	Successors	154
Section 12.04	Other Action	154
Section 12.05	Entire Agreement	155
Section 12.06	Third Parties	156
Section 12.07	Right of Seller to Proceed Against Certain Parties	156
Section 12.08	Counterparts	157
Section 12.09	Governing Law	157
Section 12.10	Other Matters	157
Section 12.11	Historical Obligations	158
Section 12.12	Rules of Construction	160

Table of Schedules and Exhibits

<u>Schedule</u>		<u>Page</u>
1.02	Assumed Obligations	2
1.05	Equity Companies	7
2.02	Business Units Description	10
2.03	Subsidiaries; Significant Subsidiaries; DSCC Officers & Directors	12
2.04	Other DSCC Investments	14
2.05	Related Documents	14
2.06	Exceptions to Seller's Representations as to Conflicts, Consents, Violations	15
2.07	Litigation; Compliance with Laws; Permits and Licenses	18
2.07(g)	Superfund Sites	23
2.08	Financial Statements	24
2.09	Conduct of Business	26
2.11	Real Property Interests	28
2.12	Leases of Personal Property	32
2.13	Bank Accounts	33
2.14	Contested Taxes; Tax Returns; Other Tax Matters	34

Note: This Table of Schedules and Exhibits shall not, for any purpose, be deemed to be a part of this Agreement.

2.15	Employee Matters	37
2.16	Contracts	41
2.17	Intellectual Property	44
2.18	Insurance	46
2.19	Labor Agreements	47
2.22	Cogeneration Agreement; Related Cogeneration Contracts; Certificates	50
2.23	Historical Obligations	53
4.03	Savings Plan	65
6.09	Certain Events of Default	78
8.03	Information Withheld	85
8.04	Exceptions to Prohibited Actions by Seller; 1986 Capital Budget	91
8.09(a)	Transfer of Assets from DSCC	98
8.09(b)	Transfer of Assets to DSCC	98
8.15	Surety Bonds; Guaranties; Letter of Credit; Comfort Letters	109
8.16	Allocation of Purchase Price; Transferee's Statements	115
9.01	Survival of Representations and Warranties	124
9.03(a)(iv)	Inactive Sites	130
10.01	Active Sites	146

Exhibit

1.04	Net Working Capital	4
1.06(a)	Carbocloro	8
1.06(b)	DS Chile	8
2.02	Cogeneration Asset Purchase Agreement	10
4.06	Separation Benefits	72
6.01	Opinion of Seller's Counsel	74
7.01	Opinion of Buyer's Counsel	79
8.08	Assumption Instruments	97
8.13	Power of Attorney	106
12.04	DSCC Undertaking	155

TABLE OF DEFINITIONS

	<u>Section</u>	<u>Page</u>
1934 Act Report	2.21	49
1984 Balance Sheet	2.08(a)	24
1985 Balance Sheet	2.08(a)	24
1985 Financial Statements	2.08(a)	24
Accountants	1.04(c)	6
ACO	2.06	15
Acquisition Transactions	8.04	90
Active Sites	10.01	145
Agreement	Preamble	1
Assumed Obligations	1.02	2
Assumed Value	1.05(a)	7
Assumption Instruments	8.08(b)	97
Audited 1985 Financial Statements	8.11	101
Audited Balance Sheets	8.11	101
Base Amount	1.02	3
BFG	8.16(a)	117
Business Units	2.02(b)	11
Buyer	Preamble	1
Buyer's Hourly Plan	4.04(c)	67
Buyer's Pension Plans	4.04(c)	67
Buyer's Process Plan	4.04(c)	67
Buyer's Savings Plan	4.04(b)	66
Carbocloro	1.06	9
Cash Portion	1.02	2
CERCLA	2.07(f)	23
Chemical Plant Site	10.01(c)	146
Chemicals Business	2.02(b)	10
Closing Date Balance Sheet	1.04(a)	4
Closing Date	5.01(a)	73
Closing	5.01(a)	73
Closing Value	1.05(b)	8
Code	2.14(d)	35
Cogeneration Purchase Agreement	2.02(b)	10
Cogeneration Agreement	2.22(a)	49
Cogeneration Business Unit	2.02(b)	11

Note: This Table of Definitions shall not, for any purpose, be deemed to be part of this Agreement.

Cogeneration Facilities	2.22(b)	50
Confidential Information	8.03(b)	86
Consolidated Group	2.14(e)	36
Contracts	2.16	41
Convent	8.16(h)	116
Current Carriers	8.13(a)	104
Current Policy	2.18	46
Current Portion	1.02	3
DEP	8.19(a)	120
Diamond Companies	2.02(b)	10
Direct Claim	9.04(c)	140
DSCC	Preamble	1
DSCC Companies	2.02(b)	10
DSCC Pension Plans	4.04(c)	67
DSCC Plans	2.15(a)	38
DS Chile	1.06	9
ECRA	2.06	15
Employees	2.15(a)	38
Entity	2.02(b)	11
Environmental Costs	10.01(c)	146
Environmental Laws	2.07(f)	22
Environmental Laws	10.01(e)	148
Environmental Permits	2.07(e)	21
Equity Companies	1.05(a)	7
ERISA	2.15(a)	37
ERISA Plans	2.15(b)	38
ESIP	4.03	63
Excluded Assets	8.09(a)	98
Excluded Liabilities	8.09(a)	98
Existing Claims	8.14	108
Existing Policies	8.13(a)	104
Federal Superfund Litigation	9.03(a)	129
Financial Statements	2.08(a)	24
Fuel Use Act	2.22(d)	52
GAAP	1.04(a)	4
Governmental Agency	2.07(b)	19
hazardous waste	8.21	122
Historical Obligations	2.23(b)	52
HLP	2.22(a)	49
Hours Plan	2.15(b)	40
HSR Act	2.06	15
H-10 Election	8.16(b)	111
IBM	8.16(h)	116
Inactive Sites	9.03(a)	130
Includible Subsidiaries	2.14(e)	36

Indemnifiable Losses	9.03(a)	128
Indemnifying Party	9.03(i)	137
Indemnitee	9.03(h)	137
Indemnity Payment	9.03(g)	137
Insured Parties	8.13(b)	105
Interest Rate	1.04(b)	5
Interim Balance Sheet	2.08(a)	24
Interim Financial Statements	2.08(a)	24
Inventions	2.17(a)	44
IRS	2.14(b)	34
knowledge of Buyer, OPC and Oxy-Chem	3.09	60
knowledge of Seller	2.25(a)	54
Laws	2.06	17
Lease	2.11(e)	31
Liens	2.04(a)	13
Litigation	2.07(b)	20
long-term indebtedness	8.04	91
Miscellaneous Waste	8.21	123
Net Working Capital	1.04(a)	4
New Jersey Facilities	8.19(a)	120
NLRB	2.19	47
OPC	Preamble	1
OPC Plans	4.01(b)	61
OPC Savings Plan	3.06	59
Oxy-Chem	Preamble	1
Pass-through Obligations	9.05(c)	144
Pass-through Purchaser	9.05(a)	143
Pass-through Unit	9.05(a)	143
PBGC	2.15(b)	39
Permitted Liens	2.11(d)	30
Plan	2.15(a)	37
Polluting Substances	2.07(f)	23
Process Plan	2.15(b)	40
Purchase Price	1.02	2
RCRA	2.07(f)	23
Regulations	8.16(b)	111
Reimbursable Parties	10.01(a)	145
Related Cogeneration Contracts	2.22(b)	51
Related Documents	2.05	15
Reorganization	2.23(a)	52
Represented Employees	4.01(b)	61
Resource Plan	4.05(b)	69

RIP	4.02(a)	62
Rule 402	2.25(a)	54
Seller	Preamble	1
Seller Indemnifiable Losses	9.02	125
Seller's Designee	8.09(a)	98
Seller's Pension Plans	4.02(a)	62
Seller's Plans	2.15(a)	38
Seller's Share	10.01(a)	145
Shares	Preamble	1
short-term indebtedness	8.04	91
Significant Subsidiary	2.02(b)	11
Subsidiaries' Shares	2.04(a)	12
Subsidiary	2.02(b)	11
Superfund Sites	2.07(g)	23
Taxes	2.14(f)	36
Tax Lease	8.16(h)	116
Third Party	8.04	89
Third Party Claim	9.04(a)	136

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT ("Agreement") made as of the 4th day of September, 1986, by and among DIAMOND SHAMROCK CORPORATION, a Delaware corporation ("Seller"), OCCIDENTAL PETROLEUM CORPORATION, a Delaware corporation ("OPC"), OCCIDENTAL CHEMICAL HOLDING CORPORATION, a California corporation ("Oxy-Chem"), and OXY-DIAMOND ALKALI CORPORATION, a Delaware corporation ("Buyer");

W I T N E S S E T H:

WHEREAS, each of Oxy-Chem and Buyer is an indirect wholly owned subsidiary of OPC; and

WHEREAS, Seller is the record and beneficial owner of 1,000 shares, being all of the issued and outstanding shares, of Common Stock, par value \$1.00 per share (the "Shares"), of Diamond Shamrock Chemicals Company, a Delaware corporation ("DSCC"); and

WHEREAS, pursuant to this Agreement Buyer desires to acquire from Seller and Seller desires to transfer to Buyer substantially all of the Chemicals Business of the DSCC Companies, other than the Cogeneration Business Unit (as all of those terms are defined in Section

OCC 032918

2.02 hereof), and, in furtherance thereof, Seller desires to sell and transfer the Shares to Buyer and Buyer desires to purchase and acquire the Shares from Seller, all upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, OPC and Oxy-Chem have entered into this Agreement in order to induce Seller to enter into this Agreement.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

Purchase and Sale of Shares

Section 1.01 Purchase and Sale. Subject to the conditions set forth in Articles VI and VII hereof, at the Closing (as defined in Section 5.01 hereof), Buyer shall purchase and accept from Seller, and Seller shall sell, transfer and deliver to Buyer, the Shares for the Purchase Price (as defined in Section 1.02 hereof).

Section 1.02 Purchase Price. The aggregate consideration for the Shares shall be \$411,132,672 (the "Purchase Price"), consisting of (a) the assumption of the financial obligations described in Schedule 1.02 (the "Assumed Obligations") and (b) a cash payment (the "Cash Portion") equal to the Purchase Price less the amount of

the Assumed Obligations. For purposes of this Agreement, the amount of the Assumed Obligations shall be deemed to be equal to (i) the aggregate unpaid principal or the capitalized lease amount and any unamortized premiums of or related to the Assumed Obligations (the "Base Amount") less (ii) the portion thereof payable within one year (the "Current Portion"), all as reflected on the accounting records of Seller or DSCC, as applicable, and computed as of the Closing Date (as defined in Section 5.01 hereof) consistent with Schedule 1.02. Seller represents that Schedule 1.02 sets forth both the Base Amount reflected on said accounting records and the actual unpaid principal or capitalized lease amount and any unamortized premiums of or related to each of the Assumed Obligations, and the Current Portion as of July 31, 1986, together with a payment and amortization schedule through December 31, 1987. At the Closing, Buyer shall pay to Seller the Cash Portion as determined in accordance with this Article I, including Schedule 1.02, by wire transfer of immediately available funds to a bank account designated by Seller to Buyer prior to the Closing Date.

Section 1.03 Assumed Obligations. Prior to the Closing, Seller shall cause DSCC to assume the Assumed Obligations in accordance with Section 8.08 hereof.

Section 1.04 Net Working Capital.

(a) The Purchase Price has been determined on the assumption that, as of the Closing Date, the Net Working Capital (as defined in Exhibit 1.04) as reflected on the accounting records of DSCC will be \$100,000,000. Buyer shall cause the accounting records of the DSCC Companies to be closed as of the Closing Date. Not later than 90 calendar days after the Closing Date, Buyer shall cause DSCC to prepare a balance sheet of DSCC as of the Closing Date (the "Closing Date Balance Sheet") and a statement of changes in financial position for the month or period ending on the Closing Date. The Closing Date Balance Sheet shall reflect, subject to Exhibit 1.04, all events occurring through the end of the Closing Date. The Net Working Capital shall be computed by deducting the current liabilities from the current assets set forth in the Closing Date Balance Sheet, which shall be prepared in conformity with generally accepted accounting principles applied on a consistent basis ("GAAP"), as clarified, and subject to the adjustments indicated, in Exhibit 1.04. Without limiting

the generality of any other provision hereof, Seller shall be entitled to observe physical inventories, if any, and other procedures employed by DSCC in preparing the Closing Date Balance Sheet; provided, however, that Seller shall have the sole responsibility to make its own arrangements for and to carry out such observation. A copy of the Closing Date Balance Sheet and the related statement of changes in financial position shall be delivered to Seller and Seller shall have full access to accounting records, trial balances and reports from which the Net Working Capital computation was derived.

(b) Subject to Section 1.04(c) hereof, if the Net Working Capital as of the Closing Date as so computed is (i) less than \$100,000,000, Seller shall pay promptly to DSCC an amount by wire transfer of immediately available funds equal to the deficiency, together with interest thereon for each day after the Closing Date to the date of such payment at a per annum rate equal to the prime rate of Chemical Bank, N.A. (the "Interest Rate"), to an account to be designated in writing by DSCC to Seller, or (ii) greater than \$100,000,000, DSCC shall pay promptly to Seller an amount by wire transfer of immediately available funds equal to the excess, together with interest thereon for each day after the Closing Date to

the date of such payment at the Interest Rate, to an account to be designated in writing by Seller to DSCC.

(c) If, within 30 calendar days after DSCC's delivery of the computation of Net Working Capital to Seller pursuant to Section 1.04(a) hereof, Seller determines in good faith that the amount of Net Working Capital so computed is inaccurate, Seller shall give notice to DSCC within such 30 calendar-day period, (i) setting forth Seller's determination of the amount of Net Working Capital and (ii) specifying in reasonable detail Seller's basis for its disagreement with DSCC's computation. The failure by Seller so to express its disagreement within such 30 calendar-day period shall constitute acceptance of the amount of Net Working Capital so computed pursuant to Section 1.04(a) hereof. If Seller and DSCC are unable to resolve their disagreement within 30 calendar days after receipt by DSCC of notice of such disagreement, the items in dispute shall be referred for determination to a "Big 8" independent accounting firm (other than Arthur Andersen & Co. or Price Waterhouse) agreed upon by Seller and DSCC (the "Accountants") within such 30 calendar-day period. The Accountants shall make a determination as to each of the items in dispute, which determination shall be (i) in writing, (ii) furnished to

each of Seller and DSCC as promptly as practicable after the items in dispute have been referred to the Accountants, (iii) made in accordance with the accounting principles and procedures set forth in Exhibit 1.04, and (iv) conclusive and binding upon each of the parties hereto. The fees and expenses of the Accountants shall be shared equally by Seller and DSCC. Within three business days after the date on which the Accountants furnish to Seller and DSCC such firm's written determination, the appropriate party shall make payment in accordance with Section 1.04(b) hereof.

Section 1.05 Net Book Value of the Equity Companies.

(a) The Purchase Price has been determined on the assumption that, as of the Closing Date, the aggregate net book value determined in accordance with GAAP (as reflected on the books of DSCC) of those Subsidiaries (as defined in Section 2.02 hereof) and those assets which are listed in Schedule 1.05 (collectively, the "Equity Companies") will be \$43,132,672 (the "Assumed Value").

(b) Within 30 calendar days after the Closing Date, Buyer shall cause DSCC to compute the net book value (the "Closing Value") in accordance with GAAP of the Equity Companies (as then reflected on the books of DSCC) as of the Closing Date and to deliver to Seller such computation; and, within six calendar days after such delivery, either Seller (if the Closing Value is less than the Assumed Value) or Buyer (if the Closing Value exceeds the Assumed Value) shall make payment to the other in an amount equal to the difference between the actual Closing Value so computed and the Assumed Value, by wire transfer of immediately available funds, together with interest thereon at the Interest Rate for each day after the Closing Date to the date of such payment, to an account to be designated in writing by the party entitled to such payment. Any dispute concerning the amount of such difference shall be determined by the Accountants in the same manner as a dispute concerning the computation of Net Working Capital in accordance with Section 1.04(c) hereof.

Section 1.06 Carbochloro and DS Chile. Notwithstanding any other provision of this Article I, the parties hereto shall take the actions, if any, set forth in Exhibits 1.06(a) and 1.06(b) with respect to Carbo-

cloro S.A. Industrias Quimicas ("Carbocloro") and Diamond Shamrock de Chile S.A.I. ("DS Chile"), respectively.

ARTICLE II

Representations and Warranties of Seller

Seller hereby represents and warrants to Buyer, Oxy-Chem and OPC as follows:

Section 2.01 Organization of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has the requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted.

Section 2.02 Organization of DSCC.

(a) Each of DSCC and each Significant Subsidiary (as hereinafter defined) is a corporation or other organization duly organized, validly existing and, if applicable, in good standing under the laws of its jurisdiction of incorporation or organization. Each of DSCC and each Significant Subsidiary has the requisite corporate or similar power and authority to own, operate and lease its properties and to carry on its business as now being conducted. Each of the DSCC Companies is duly licensed or qualified to do business as a foreign corpo-

ration and, if applicable, is in good standing, in all jurisdictions in which the character of the properties owned or leased by it or the nature of the business conducted by it requires it to be so licensed or qualified, other than such jurisdictions in which the failure to be so licensed or qualified or in good standing would not have a material adverse effect on the business, financial condition or results of operations of the Chemicals Business or of any Business Unit (as hereinafter defined).

(b) For purposes of this Agreement:

(i) the "DSCC Companies" shall mean DSCC and the Subsidiaries; (ii) the "Diamond Companies" shall mean Seller and its subsidiaries (including, without limitation, prior to the Closing, the DSCC Companies; but, following the Closing, excluding the DSCC Companies); (iii) the "Chemicals Business" shall mean the DSCC Companies taken as a whole and the Business Units taken as a whole, and the business being conducted by them in the aggregate as of the date of this Agreement, after giving effect to the changes up to the Closing Date permitted or contemplated by this Agreement (except for the consummation of the transactions contemplated by the Cogeneration Assets Purchase Agreement, in the form set forth in Exhibit 2.02 (the "Cogeneration Purchase Agreement")); (iv) the "Busi-

ness Units" of the Chemicals Business shall be deemed to consist of the principal lines of business of the Chemicals Business relating to each of the following:

(A) Chlor-alkali, (B) Soda Products other than Chrome, (C) Process Chemicals, (D) Chrome, and (E) Cogeneration;

(v) an "Entity" shall mean any person, firm, corporation, joint venture, general or limited partnership or other entity; (vi) "Subsidiary" shall mean an Entity other than an Excluded Asset (as defined in Section 8.09 hereof), 49% or more of the equity interests of which DSCC is, directly or indirectly, the record or beneficial owner; (vii) "Significant Subsidiary" shall mean each Subsidiary designated as such on Schedule 2.03; and (viii) the "Cogeneration Business Unit" shall mean the business and assets defined as such in the Cogeneration Purchase Agreement. Prior to the date of this Agreement, Seller has delivered to Buyer copies of the Certificate of Incorporation and By-laws, or comparable governing documents, of each of DSCC and each Significant Subsidiary as presently in effect. For the purpose of clarification but not limitation, a summary description of each Business Unit is set forth in Schedule 2.02.

Section 2.03 Subsidiaries. Schedule 2.03 lists the name and jurisdiction of incorporation or organization of each Subsidiary. Schedule 2.03 also sets forth, as to each Subsidiary, (a) whether it is active or inactive, (b) certain financial information as of June 30, 1986 and (c) the Business Units to which it relates, if active. DSCC has no Subsidiary, other than Carbochloro, which is material to the business, financial condition or results of operations of the Chemicals Business or of any Business Unit.

Section 2.04 Ownership of Shares.

(a) Seller owns the Shares, which constitute all the issued and outstanding shares of capital stock of DSCC, and DSCC owns directly or through another Subsidiary, or owns beneficially as to nominee qualifying shares identified on Schedule 2.03, the number of shares of capital stock of, or other equity interests in, each Subsidiary as set forth in Schedule 2.03 (the "Subsidiaries' Shares"). The Subsidiaries' Shares constitute the percentage equity interest so owned by DSCC in each Subsidiary as set forth in Schedule 2.03. Except as set forth in Schedule 2.03, the Shares and the Subsidiaries' Shares are so owned free and clear of all liens, mortgages, charges, security interests, encumbrances (includ-

ing, but not limited to, adverse claims), options or other restrictions or limitations of any kind whatsoever (individually and collectively, "Liens").

(b) Except as set forth on Schedule 2.03, upon delivery of and payment for the Shares as provided for in this Agreement, (i) if and to the extent Buyer is a bona fide purchaser with respect to the Shares, Buyer will acquire good and marketable title to the Shares, free and clear of all Liens, (ii) the DSCC Companies collectively have and, on the Closing Date will have, good and marketable title to the Subsidiaries' Shares, free and clear of all Liens, in each case other than Liens created, directly or indirectly by Buyer or OPC or any of their respective subsidiaries or affiliates, (iii) the Shares and the Subsidiaries' Shares are validly issued, fully paid and nonassessable, and (iv) there are no outstanding convertible or exchangeable securities, subscriptions, calls, commitments, preemptive rights, preferential rights, options, warrants, rights (contractual or arising by operation of law, including, without limitation, rights of first refusal) or other agreements relating to the purchase, other acquisition or voting (pursuant to a voting agreement or trust or otherwise) by any Entity of any shares of capital stock or

other equity or ownership interest in DSCC or any Significant Subsidiary (other than any such shares of capital stock or other equity or ownership interests which are owned by an Entity other than a Diamond Company).

(c) Except (i) for the Subsidiaries' Shares, (ii) as set forth in Schedule 2.04, and (iii) for the interests in the Excluded Assets (as defined in Section 8.09(a) hereof), DSCC does not own, directly or indirectly, any outstanding capital stock of, or other equity or ownership interest (or securities, rights or other interests convertible into capital stock or other equity or ownership interest) in any other Entity.

(d) Schedule 2.03 sets forth a list of all officers and directors of DSCC and of each Significant Subsidiary as of the date hereof.

Section 2.05 Corporate Power. Seller has the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. Each Diamond Company has the requisite corporate power and authority to execute, deliver and perform all other agreements and instruments described in this Agreement and to be executed and delivered by it at or prior to the Closing, if any, as described in Schedule 2.05, in connection with the

transactions contemplated hereby (the "Related Documents"), and to consummate the transactions contemplated thereby. All corporate action on the part of each Diamond Company necessary to approve or to authorize the execution, delivery and performance of this Agreement and the Related Documents, and the consummation of the transactions contemplated hereby and thereby has been duly taken. This Agreement is a valid and binding obligation of, enforceable in accordance with its terms against, Seller. Each of the Related Documents is, or upon execution and delivery thereof will be, a valid and binding obligation of, enforceable in accordance with its terms against, each Diamond Company which is a party to such Related Document.

Section 2.06 No Conflicts. Except (a) for applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (b) for the receipt of an administrative consent order (the "ACO") under the New Jersey Environmental Cleanup Responsibility Act, N.J. Stat. Ann. § 8 13.1K-6 to 13.1K14 ("ECRA"), with respect to DSCC's plants and facilities located in the State of New Jersey, and (c) as set forth in Schedule 2.06, neither the execution, delivery or performance by Seller of this Agreement or by any

Diamond Company of any Related Document to which it is or will be a party, nor the consummation by Seller of the transactions contemplated hereby or by any Diamond Company of the transactions contemplated thereby, will:

(i) conflict with or result in a breach of any provision of the Certificate of Incorporation or By-laws, or comparable governing documents, of Seller or any DSCC Company;

(ii) violate, constitute an event of default under, permit the termination of, give rise to a right to accelerate any indebtedness under, or otherwise breach or conflict with, any of the Assumed Obligations, any Contract (as defined in Section 2.16 hereof) listed or required to be listed in Schedule 2.16 hereto, any Lease (as defined in Section 2.11 hereof) listed or required to be listed in Schedule 2.11, 2.12 or 2.16 hereto or any governmental permit to which any of Seller or any DSCC Company is a party, is maker or guarantor, or by which any of them or any of their respective properties is bound, or result in the creation of any Lien upon the securities, prop-

erties, assets or businesses of Seller, DSCC or any Significant Subsidiary other than Permitted Liens (as defined in Section 2.11 hereof) and such Liens that may be imposed by or as a result of any action of Buyer, OPC, Oxy-Chem or any of their respective subsidiaries or affiliates;

(iii) violate any order, writ, injunction, decree, judgment, ruling, law, statute, rule or regulation of any governmental, judicial, legislative, executive, administrative or regulatory authority of the United States, or of any state, local or foreign government or any subdivision thereof, or of any Governmental Agency (as defined in Section 2.07 hereof) (individually and collectively "Laws"), applicable to Seller (to the extent applicable to the Chemicals Business) or any DSCC Company or by which Seller (to the extent applicable to the Chemicals Business) or any DSCC Company or any of their respective properties is bound; or

(iv) require any consent, approval, authorization or other order or action of, or notice to, or declaration, filing or registration with, any third party or any Governmental Agency;

in each case other than such of the foregoing matters which, or the absence of which, would not, either individually or when taken together with all other related matters, have a material adverse effect on the business, financial condition or results of operations of Seller, the Chemicals Business or of any Business Unit. Notwithstanding any other provision of this Agreement (including, without limitation, this Section 2.06 or Section 2.07 hereof), no representation is made by Seller with respect to the effect of the HSR Act or any other anti-trust or similar Law on the consummation of the transactions contemplated by this Agreement or any of the Related Documents.

Section 2.07 Litigation; Compliance with Laws.

(a) Except as set forth in Schedule 2.07, no DSCC Company is in violation of any applicable Law, other than Environmental Laws (as hereinafter defined) for which provision is made in Section 2.07(e) hereof, or any permits, licenses, franchises or

other governmental authorizations issued or required to be obtained thereunder, where the penalty for, or any other effect of, any such violation would, either individually or when taken together with the effects and penalties of all related violations, have a material adverse effect on the business, financial condition or results of operations of the Chemicals Business, of the Cogeneration Business Unit or of any other Business Unit.

(b) Except as set forth in Schedule 2.07, there is no Litigation (as hereinafter defined) by or before any (i) court, (ii) governmental body or other regulatory or administrative agency or commission, domestic or foreign ("Governmental Agency"), or (iii) arbitrator, in each case pending or, to the knowledge of Seller, threatened, to which any DSCC Company or (to the extent relating to the Chemicals Business) Seller, is a party or by which any of its assets or properties may be bound or affected, other than (x) Litigation involving claims for money damages alone of less than \$50,000 with respect to any single claim, or \$500,000 in the aggregate with respect to any related claims, and (y) any and all other Litigation (none of which exists to the knowledge of Seller), none of which if adversely decided, either individually or when taken together with all related Litiga-

tion, would have a material adverse effect on the business, financial condition or results of operations of the Chemicals Business or of any Business Unit. For purposes of this Agreement, "Litigation" shall mean any action, suit, claim, proceeding, investigation or written governmental inquiry.

(c) There is no Litigation by or before any (i) court, (ii) Governmental Agency, or (iii) arbitrator, in each case pending or, to the knowledge of Seller, threatened, which seeks to restrain, enjoin, prevent the consummation of, or otherwise challenge this Agreement, any of the Related Documents, or any of the transactions contemplated hereby or thereby; subject, however, to the last sentence of Section 2.06 hereof or any Litigation commenced by a federal Governmental Agency related thereto.

(d) Except as set forth in Schedule 2.07, no DSCC Company is bound by any judgment, ruling, order or decree applicable to its business where the effect, either individually or when taken together with all others, would have a material adverse effect on the business, financial condition or results of operations of the Chemicals Business or of any Business Unit, or, as to any matter involving any Environmental Law, of any Active

7

Site (as defined in Section 10.01 hereof) designated with an asterisk on Schedule 10.01.

(e) Except as set forth in Schedule 2.07, each DSCC Company is in substantial compliance with all applicable Environmental Laws and has obtained and is in compliance with all permits, licenses and other authorizations ("Environmental Permits") required under any such Environmental Laws, except where failure to comply with such Environmental Laws or to obtain and comply with any Environmental Permit would not have any material adverse effect on the business, financial condition or results of operations of the Chemicals Business or of any Business Unit or of any Active Site. Except as set forth in Schedule 2.07, to the knowledge of Seller, after making the type of inquiry contemplated by Section 2.25 hereof including, without limitation, inquiry of any employee of any of the Diamond Companies (i) as to domestic sites, who has environmental compliance management responsibility over environmental matters for any Active Site, and (ii) as to foreign sites, whose principal responsibility is the management of environmental compliance, there is no past or present event, condition or circumstance that is likely to interfere substantially with any DSCC Company's compliance or continued compli-

ance with the Environmental Laws or constitute a violation thereof, except where any such interference with compliance, or any such violation, would not have any material adverse effect on the business, financial condition or results of operation of the Chemicals Business or of any Business Unit or of any Active Site. Notwithstanding any other provision of this Agreement, no Diamond Company shall have any liability or obligation under any provision of this Agreement, other than Article X hereof, relating to, resulting from or arising out of any matter the costs and expenses with regard to which would constitute Environmental Costs (as defined in Section 10.01(c) hereof), by reason of Seller's representations and warranties contained in this Section 2.07(e); provided, however, that nothing contained in this sentence shall affect Seller's obligations, if any, under Sections 9.03(a)(ii) through (ix) hereof, inclusive.

(f) For purposes of this Agreement other than Article X hereof, "Environmental Laws" shall mean existing Laws relating to pollution or protection of the environment (including ambient air, surface water, groundwater, land surface and subsurface strata), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended ("CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), and other Laws relating to (i) emissions, discharges or releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes (collectively "Polluting Substances") or (ii) the manufacture, processing, distribution, use, treatment, handling, storage, disposal or transportation of Polluting Substances.

(g) Schedule 2.07(g) sets forth a list, as of the date hereof, of (i) all Inactive Sites and other properties covered by Section 9.03(a)(iii) hereof which are included on the "national priority list" under CERCLA ("Superfund Sites") and (ii) all Inactive Sites as to which, to the knowledge of Seller, any DSCC Company is subject to a proceeding under any federal or state Environmental Law which imposes financial obligations substantially similar to CERCLA with respect to any release, storage, disposal or clean-up of Polluting Substances.

Section 2.08 Financial Statements.

(a) Schedule 2.08 sets forth the pro forma consolidated balance sheets of the Chemicals Business as at December 31, 1984 (the "1984 Balance Sheet"), December 31, 1985 (the "1985 Balance Sheet") and March 31, 1986 (the "Interim Balance Sheet"), and the related pro forma consolidated statements of income for the periods ended December 31, 1985 and March 31, 1986 and changes in financial position for the periods ended December 31, 1985 and March 31, 1986, including footnotes for the 1985 Balance Sheet and the Interim Balance Sheet and related pro forma consolidated statements of income and changes in financial position (collectively, with the balance sheets, the "Financial Statements"). Certain assets of the Chemicals Business identified in the footnotes for the 1985 Balance Sheet are excluded from the Financial Statements. The Financial Statements as at, and for the period ending on, December 31, 1985 are sometimes referred to herein as the "1985 Financial Statements", and the Financial Statements as at and for the period ending on March 31, 1986 are sometimes referred to herein as the "Interim Financial Statements." The 1984 Balance Sheet and the 1985 Financial Statements have been audited by Price Waterhouse, which firm's opinion thereon

is included in Schedule 2.08. In the opinion of Seller the accounting and control systems of DSCC are adequate to provide reasonable assurance that there are no material errors in the Financial Statements. The Financial Statements present fairly the pro forma consolidated financial position of the Chemicals Business as of the respective dates, and the results of operations for the periods then ending, and changes in financial position for the periods ending December 31, 1985 and March 31, 1986, in conformity with GAAP.

(b) To the knowledge of Seller, no DSCC Company has any liabilities (whether absolute or contingent) which are not reflected in the 1985 Financial Statements, except (i) matters expressly identified or referred to in any Exhibit or Schedule, (ii) matters which are not required to be expressly so identified or referred to in any such Exhibit or Schedule by reason of any express limitation or exclusion in any representations, warranty, covenant, agreement or undertaking contained in this Agreement, (iii) contingent liabilities or obligations arising after December 31, 1985 in the ordinary course of business of the Chemicals Business, and (iv) such liabilities or obligations which individually, or with respect to a series of related matters, would not

have a material adverse effect on the business, financial condition or results of operations of the Chemicals Business.

Section 2.09 Conduct of Business; No Material Adverse Change.

(a) Except as expressly permitted or contemplated by this Agreement and except as set forth in Schedule 2.09, since December 31, 1985, the business of each of DSCC and each Significant Subsidiary, and each of the businesses deemed included in each of the Business Units, has been conducted only in the ordinary course consistent with past practice.

(b) Except (i) as set forth in Schedule 2.09, (ii) as expressly permitted or contemplated by this Agreement, or (iii) for changes in general economic conditions, since June 30, 1986, there has not been any material adverse change in or effect on the business, results of operations or financial condition of the Chemicals Business or of any Business Unit.

Section 2.10 Material Assets. Except as set forth in Schedule 8.09(b), the DSCC Companies collectively have good and marketable title to, a leasehold interest in or the right to use all of the assets which are material to the business, financial condition or results

of operation of the Chemicals Business or of any Business Unit (other than interests in real property for which provision is made in Section 2.11 hereof) free and clear of all Liens other than Permitted Liens. The DSCC Companies prior to the Closing collectively will have good and marketable title to all of the assets to be transferred to the DSCC Companies prior to or concurrently with the Closing which are listed on Schedule 8.09(b) free and clear of all Liens other than Permitted Liens. All of the tangible assets owned, leased or used by any DSCC Company which are material to the business, financial condition or results of operations of the Chemicals Business or of any Business Unit, are, in the aggregate, in good and serviceable condition in accordance with industry practice, normal wear and tear excepted, and as such are adequate in the aggregate to conduct the businesses of the Chemicals Business and of each Business Unit as presently conducted. As of the Closing, except with respect to, and to the extent of, the transfers contemplated by Sections 8.09 and 8.17 hereof and subject to the transactions contemplated by the Cogeneration Purchase Agreement, the rights, properties and other assets owned, leased or licensed by each DSCC Company will include all rights, properties and other assets used in or

necessary to permit the DSCC Companies to conduct their businesses in all material respects in the same manner as their businesses are being conducted prior to the date hereof.

Section 2.11 Real Property Interests.

(a) Schedule 2.11 contains a brief description of all real property owned by any DSCC Company or owned by any Diamond Company and to be transferred to a DSCC Company prior to or concurrently with the Closing, and a brief description of each interest in real property held under a Lease (as hereinafter defined) to which any DSCC Company is a party, or to which any Diamond Company is a party and which is to be assigned to a DSCC Company prior to or concurrently with the Closing (including as to each Lease the annual amount payable, a brief summary of or reference to any other financial obligations, the expiration date and any renewal options and the location of the property covered), in each case excluding such interests which do not have a value or require annual payments in excess of \$100,000. Each Lease listed or required to be listed in Schedule 2.11 constitutes a valid and binding obligation enforceable in accordance with its terms, except as enforcement against third parties may be limited by bankruptcy, insolvency or

other similar Laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies against third parties, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(b) No Diamond Company or, to the knowledge of Seller, any other party, is in default in any material respect under any such Lease, or related guarantee; no event has occurred, and no condition exists, which with the passage of time or giving of notice, or both, would constitute such a default by any Diamond Company or, to the knowledge of Seller, any other party which has not been cured; and, to the knowledge of Seller, no condemnation proceedings have been instituted with respect to any real property owned or leased by any DSCC Company or by any Diamond Company and to be transferred to any DSCC Company prior to or concurrently with the Closing.

(c) Except as set forth in Schedule 2.11, one of the DSCC Companies has good and marketable title to the real property described in Schedule 2.11 as being owned by such DSCC Company, free and clear of all Liens except for Permitted Liens.

(d) For purposes of this Agreement, the term "Permitted Liens" shall mean with respect to any properties or assets (i) Liens shown in the Financial Statements as securing specified liabilities or obligations with respect to which no default exists, (ii) minor imperfections of title, if any, none of which materially detracts from the value, impairs the marketability of title or materially impairs the use or operation of the property or asset subject thereto, or materially impairs the business, financial condition or results of operations of the Chemicals Business or of any Business Unit, (iii) Liens for current Taxes (as defined in Section 2.14 hereof), assessments and other governmental charges not yet due, or which may thereafter be paid without penalty, or which are being contested in good faith by Seller or a DSCC Company, (iv) mechanics', carriers', workers', repairmen's or other like liens (inchoate or otherwise) or Liens on leasehold interests with respect to equipment leases listed on Schedule 2.12 or which are not required to be so listed because they do not require annual rental payments to the lessor in excess of \$100,000, in each case arising or incurred in the ordinary course of business in respect of obligations which are not overdue or which are being contested in good faith by Seller or a

DSCC Company, (v) easements, covenants, rights of way, mineral reservations and other similar restrictions or conditions of record, if any, none of which impairs the use or operation of the property as it is presently being used or operated, (vi) zoning and other restrictions as a matter of law, (vii) Liens listed in Schedule 2.11, (viii) Liens for which the liabilities and obligations related thereto have been fully discharged, satisfied and performed and (ix) Liens against any of the Cogeneration Assets (as defined in the Cogeneration Purchase Agreement) which are created or imposed as a result of the consummation of the transactions contemplated by the Cogeneration Purchase Agreement.

(e) For purposes of this Agreement, "Lease" shall mean any lease, sublease, sub-sublease, prime lease, easement (other than a Permitted Lien), license, right-of-way or similar interest in real or personal property under which any DSCC Company is a party or holds or operates such property, or under which any Diamond Company is a party or holds or operates such property and which is to be assigned to a DSCC Company prior to or concurrently with the Closing.

Section 2.12 Leases of Personal Property.

Schedule 2.12 contains a list of all Leases pursuant to which any DSCC Company leases personal property, or pursuant to which any Diamond Company leases personal property and which are to be assigned to a DSCC Company prior to or concurrently with the Closing, and, in each case, which require annual rental and other payments to the Lessor in excess of \$100,000. Except as set forth in Schedule 2.12, (a) each such Lease constitutes a valid and binding obligation enforceable in accordance with its terms, except as enforcement against third parties may be limited by bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies against third parties, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought, (b) each such Lease is in full force and effect, (c) there are no existing material defaults by any Diamond Company, or to the knowledge of Seller, any other party, thereunder, and (d) no event has occurred nor does there exist any condition, which with the passage of time or giving of notice, or both, would constitute such a material default by any Diamond Company or, to the knowledge of Seller, any other

party. Except as set forth in Schedule 2.12, no DSCC Company has assigned any of its rights or interests under any such Lease.

Section 2.13 Bank Accounts. Except as indicated thereon, Schedule 2.13 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which DSCC or any Significant Subsidiary maintains safe deposit boxes, lock boxes or bank accounts of any nature and the names of all persons authorized to draw thereon, make withdrawals therefrom or have access thereto.

Section 2.14 Taxes.

(a) Except as to taxing jurisdictions (other than the federal government of the United States) in which no license or qualification is required (as contemplated by the representation as to licenses and qualifications set forth in Section 2.02 hereof), all Tax (as hereinafter defined) reports and returns required to be filed by or on behalf of each DSCC Company have been duly filed, and all Taxes required to be paid by each DSCC Company have been duly paid, except to the extent of (i) reserves reflected in the Interim Balance Sheet (including reserves for current Taxes not yet due) and in the respective balance sheets of the Equity Companies,

(ii) Taxes that have become due (and are not overdue) since the dates of the Interim Balance Sheet and of the respective balance sheets of the Equity Companies, and (iii) Taxes that are being contested in good faith by Seller or a DSCC Company as described on Schedule 2.14. The reserves for accrued liabilities for Taxes reflected in the Interim Balance Sheet and the respective balance sheets of the Equity Companies were adequate in the aggregate for the payment of all unpaid Taxes, whether or not disputed, for the period ended as of the date thereof or for any period or year prior thereto, and for which any DSCC Company may be liable in its own right, as a withholding agent or as transferee of the assets of, or successor to, any Entity.

(b) The tax returns of each DSCC Company have been examined by the Internal Revenue Service ("IRS") and by each such domestic state and local taxing authority that routinely conducts periodic audits in respect of income and franchise tax returns, for all periods to and including those set forth with respect to each such Entity in Schedule 2.14. Except to the extent shown in Schedule 2.14, all deficiencies asserted as a result of such examinations have been paid or finally settled, and no issue relating to DSCC or any Significant

Subsidiary has been raised by the IRS or any such state or local taxing authority with respect to any tax year in any such examination which, to the knowledge of Seller, by application of the same or substantially similar principles, reasonably could be expected to result in a material tax deficiency for any other period not so examined.

(c) Except to the extent set forth in Schedule 2.14, there are no outstanding agreements or waivers extending the statutory period of limitation applicable to any return of any DSCC Company for any period in respect of any income or franchise tax requirement of the United States or any state thereof. All such income and franchise tax returns for such DSCC Companies in respect of all years not barred by the statute of limitations are listed in Schedule 2.14. Seller will provide to Buyer copies of income and franchise tax returns not barred by statute, as listed on Schedule 2.14, on or before Closing.

(d) Neither Seller nor any DSCC Company has, with regard to any assets or property held, acquired or to be acquired by any of them, filed a consent to the application of Section 341(f)(2) of the Internal Revenue Code of 1954, as amended (the "Code").

(e) Prior to September, 1983, DSCC as the parent of a consolidated return group (the "Consolidated Group") and together with each of its subsidiaries includible within such Consolidated Group (the "Includible Subsidiaries") filed consolidated federal income tax returns. In 1983, Seller, without terminating the prior Consolidated Group, replaced DSCC as the parent of the Consolidated Group pursuant to the Reorganization (as defined in Section 2.23 hereof), and continued to file consolidated federal income tax returns which included DSCC and the Includible Subsidiaries.

(f) For purposes of this Agreement, "Taxes" shall mean all taxes, charges, fees, levies or other assessments imposed by any federal, state, local or foreign taxing authority, including without limitation, income, excise, property, sales, occupation, use, service, service use, leasing, leasing use, value added, transfer, payroll and franchise taxes and all other similar taxes (including any interest, penalties or additions to tax attributable to or imposed on or with respect to any such assessment).

(g) All representations and warranties in this Section 2.14 with respect to any Equity Company are made to the knowledge of Seller.

Section 2.15 Employee Matters.

(a) For purposes of this Agreement, "Plan" shall mean any bonus, deferred compensation, incentive compensation, severance or termination pay, hospitalization or other medical, stock purchase, stock option, pension, life or other insurance, S.U.B., profit sharing or retirement plan or agreement or policy or other arrangement providing employment-related benefits (including, without limitation, "employee-pension benefit plans" and "employee welfare benefit plans" as defined in the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("ERISA")). Schedule 2.15 contains a list of each Plan established in the United States maintained by or contributed to, or with respect to which costs are incurred or liabilities accrued by, any Diamond Company, for the benefit of any employees of any DSCC Company on the Closing Date, including any employees of Seller whose functions relate to the operations of any DSCC Company and who are transferred to a DSCC Company prior to the Closing Date, and including such employees who are on the

Closing Date on short-term disability, sick leave or other leave of absence, but excluding such employees who are on the Closing Date on long-term disability and excluding employees who retire from or otherwise terminate employment with any DSCC Company before the Closing Date (collectively, the "Employees") (such Plans are hereinafter called "Seller's Plans"). No DSCC Company has any announced plan or legally binding commitment to create any additional Seller's Plans or to modify or change any existing Seller's Plans except as described in Schedule 2.15. Each of Seller's Plans that is not sponsored by Seller, but is instead sponsored by a DSCC Company, is designated as such on Schedule 2.15 and such Seller's Plans are collectively called herein the "DSCC Plans."

(b) Except as set forth in Schedule 2.15, (i) none of the Seller's Plans which is an "employee pension benefit plan," as such term is defined in Section 3 of ERISA (collectively, the "ERISA Plans"), is a "multiemployer pension plan" as that term is defined in Section 3(37) of ERISA, or a "multiple employer pension plan" described in Section 4063 of ERISA, (ii) to the knowledge of Seller, neither any DSCC Company nor any of the ERISA Plans, nor any trust created thereunder, nor any trustee or administrator thereof, has engaged in a

transaction in connection with which any DSCC Company is subject to the lawful imposition of either a civil penalty assessed pursuant to Section 502(i) of ERISA, or a tax imposed pursuant to Section 4975 of the Code, (iii) to the knowledge of Seller, no liability under Title IV of ERISA has been incurred by any DSCC Company or ERISA Plan since the effective date of ERISA which has not been satisfied in full, other than liability for premiums that are not yet due and payable to the Pension Benefit Guaranty Corporation ("PBGC"), and there exists no fact or circumstance which is expected to result in such liability, (iv) neither any Diamond Company nor the PBGC has instituted proceedings to terminate any of the ERISA Plans that are single employer plans subject to Title IV of ERISA, (v) full payment has been made, or will be made in accordance with Section 404(a)(6) of the Code, of all amounts which any DSCC Company is required to pay under the terms of each of the ERISA Plans as a contribution to the ERISA Plans, and none of the ERISA Plans nor any trust established thereunder has incurred any "accumulated funding deficiency" (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, (vi) Seller has delivered to Buyer a true and complete copy of the most recent actuarial report for

each of the Seller's Pension Plans (as defined in Section 4.02(a)) and, to the knowledge of Seller, such actuarial reports are accurate and complete as of the date thereof, (vii) Seller has delivered to Buyer a copy of Seller's Employee Shareholding and Investment Plan, Pension Plan for Employees of Process Chemicals Division Represented by Collective Bargaining Agents ("Process Plan") and Pension Plan for Hourly-Rated Employees ("Hourly Plan") as currently in effect and of the most recent determination letter for each of said plans, and, to the knowledge of Seller, there exists no fact or circumstance that would adversely affect the qualified status of said plans, (viii) with respect to those ERISA Plans which are "multiemployer pension plans", (A) no DSCC Company has, since September 26, 1980, made or suffered a "complete withdrawal" or a "partial withdrawal", as such terms are respectively defined in Sections 4203 and 4205 of ERISA, (B) to the knowledge of Seller, no event has occurred which presents a material risk of a "partial withdrawal" under Section 4205(a)(1) of ERISA, and (C) Seller has provided Buyer with a copy of the estimated withdrawal liability worksheet and the contribution history transmitted by the applicable Plan administrator by a letter dated July 24, 1986, and (ix) there is no material pend-

ing or, to the knowledge of Seller, threatened Litigation by or on behalf of any of Seller's Plans, by any Employee or beneficiary covered under any of Seller's Plans, or otherwise involving any of Seller's Plans (other than routine claims for benefits).

(c) With respect to each Plan established outside the United States, maintained by or contributed to, or with respect to which costs are incurred by, any Diamond Company for the benefit of any Employees, to the knowledge of Seller, each majority owned Diamond Company is in compliance with all applicable Laws and with all its obligations under such Plans.

Section 2.16 Contracts. Schedule 2.16 lists all notes, bonds, mortgages, indentures, deeds of trust, licenses, franchises, contracts, agreements, instruments and guarantees (individually or collectively, "Contracts") to which any DSCC Company is a party or by which any of them or any of their respective assets is bound, or to which any Diamond Company is a party or any of them or any of their respective properties is bound and which is to be assigned to a DSCC Company prior to or concurrently with the Closing, which (a) by their terms call for payments to be made or received in any one year from and after the date hereof of more than \$1,000,000, or

have a term of over one year from and after the date hereof and by their terms call for payments to be made or received in any one year from and after the date hereof of more than \$250,000, (b) are with any Employee and provide for compensation in any year of more than \$50,000, including, without limitation, employment contracts of the foregoing nature (not terminable at will) with any Employee, but not including any item listed on Schedule 2.15, (c) contain any covenants limiting the freedom of any DSCC Company to compete in any line of business or with any Entity in any geographical area which is in either case material to the business of the Chemicals Business or of any Business Unit, (d) relate to the proposed purchase or sale of any property (other than in the ordinary course of business) for an aggregate price of more than \$1,000,000, (e) require the provision of capital or funds by way of a loan or advance of funds or capital contribution to, or other investment in, or guaranty of, the obligations of any Entity in excess of \$1,000,000, or (f) constitute or secure any of the Assumed Obligations. Except as set forth in Schedule 2.16, (i) all such Contracts listed or required to be listed pursuant to subparagraphs (a), (d), (e) and (f) above are valid and binding obligations enforceable in accordance

with their respective terms, and (ii) all such Contracts listed or required to be listed pursuant to subparagraphs (b) and (c) above are, to the knowledge of Seller, valid and binding obligations enforceable in accordance with their respective terms, and in the case of clauses (i) and (ii) above, except as enforcement against third parties may be limited by bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies against third parties, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought. Except as set forth in Schedule 2.16, no Diamond Company is in default in any material respect under any such Contract; nor, to the knowledge of Seller, is any other party to any such Contract in default in any material respect thereunder; nor does there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default by any Diamond Company or, to the knowledge of Seller, any other party thereto.

Section 2.17 Intellectual Property.

(a) Schedule 2.17 lists those trademarks, trade names, licenses, service marks, copyrights, patents and patent applications which Seller reasonably deems to be material to the Chemicals Business or any Business Unit. The DSCC Companies collectively own, are licensed or otherwise have the right to use each item of technology, know-how and processes, and each trademark or service mark or application therefor, trade name, copyright, patent or application therefor, and any license relating thereto and any machines, articles of manufacture, composition of matter, processes and other inventions (collectively, "Inventions") covered thereby, free and clear of all Liens except Permitted Liens, which are material to the business, financial condition or results of operations of the Chemicals Business or of any Business Unit as presently conducted. Except as otherwise set forth in Schedule 2.17 hereto, neither Seller nor any DSCC Company has been notified in writing that the conduct of the businesses of the DSCC Companies infringes upon any trademark, service mark, trade name, copyright, patent, or rights in technology, know-how or processes, of any nonaffiliated Entity.

(b) All patents, patent applications, trademarks, service marks, trademark applications and service mark applications listed in Schedule 2.17, if any, have been duly issued, registered or filed (as the case may be) in the United States Patent and Trademark Office or, as to other countries, in the corresponding offices of such other countries and have been properly maintained and renewed in all material respects in accordance with all applicable legal requirements. Except as set forth in Schedule 2.17, the DSCC Companies have the right to use, without the payment of royalties, the names and marks, if any, listed in Schedule 2.17 in the geographic areas in which they are presently being used.

(c) No claims have been asserted which are presently pending against any Diamond Company in any Litigation by any Entity of an adverse right to the use of any such patented and unpatented Inventions listed in Schedule 2.17, or challenging or questioning the validity of any such patent or the validity or effectiveness of any such license or agreement listed in Schedule 2.17; and, to the knowledge of Seller, there is no valid basis for any such claim and the use of such Inventions by any DSCC Company does not infringe on the patent, trademark, service mark or proprietary information rights or other

rights of any other Entity, in each case other than such claims which would not, individually or when taken together with all other related matters, have a material adverse effect on the business, financial condition or results of operations of the Chemicals Business or of any Business Unit.

Section 2.18 Insurance. Schedule 2.18 sets forth a description (specifying the insurer, the policy number or covering note number with respect to binders) of all Current Policies (as hereinafter defined), if any, of fire, liability, product liability, worker's compensation, vehicular, directors' and officers' liability, crime, fiduciary, builders' risk, boiler and machinery, property (including business interruption), marine (including hull and machinery, protection/indemnity, war risk, water pollution, warfingers and charterers' liability), cargo (both inland and marine), errors and omissions, aviation, contractor's liabilities, seepage and pollution, performance and surety bonds and letters of credit and other insurance held by or on behalf of, or providing coverage for, any DSCC Company. For purposes of this Agreement "Current Policy" shall mean any policy or binder (other than binders which have been replaced by subsequently received policies) which covers events or

occurrences or requires payment of any premiums on or after the date of this Agreement. Schedule 2.18 also sets forth a similar description of all policies and binders providing coverage for any of the DSCC Companies other than Current Policies which Seller, after a diligent search of the records maintained by the appropriate Diamond Company relating to the DSCC Companies and after appropriate inquiry of its insurance brokers, has been able to locate. Except as set forth on Schedule 2.18, all such policies and binders are, as of the date of this Agreement, in full force and effect.

Section 2.19 Labor Relations. No DSCC Company is a party to any collective bargaining agreement or published personnel policy generally applicable to domestic Employees other than those listed on Schedule 2.19, copies of which have heretofore been delivered to Buyer. Except to the extent set forth in Schedule 2.19, (a) there is no unfair labor practice charge or complaint against any DSCC Company pending before the National Labor Relations Board ("NLRB"), (b) there is no labor strike, or organized dispute, slowdown or work stoppage actually pending or, to the knowledge of Seller, threatened against or affecting any DSCC Company which would have a material adverse effect on the business, financial

condition or results of operations of the Chemicals Business or of any Business Unit, (c) there is no union representation claim or petition pending before the NLRB with respect to Employees of any DSCC Company, (d) no grievance or arbitration proceeding arising out of or under a collective bargaining agreement is pending and, to the knowledge of Seller, no claim therefor exists, which in either event would have a material and adverse effect on the business, financial condition or results of operations of the Chemicals Business or of any Business Unit, and (e) no DSCC Company has experienced any organized work stoppage in excess of ten working days in the past five years.

Section 2.20 Brokers. No Diamond Company has retained any broker or finder, and no broker or finder has acted on behalf of any Diamond Company, in connection with this Agreement or any of the Related Documents or the transactions provided for hereby or thereby, except that Seller has retained and agreed to pay the fees of The First Boston Corporation in connection with this Agreement and the transactions contemplated hereby.

Section 2.21 SEC Reports. Each of Seller and DSCC has previously filed with the Securities and Exchange Commission all reports required to be filed by it pursuant to the Securities Exchange Act of 1934, as amended ("1934 Act Reports"). None of the 1934 Act Reports (including financial statements contained or incorporated therein) contains an untrue statement of a material fact or omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements therein not misleading. Since December 31, 1985, there has been no material adverse change in the business, financial condition or results of operation of the Diamond Companies (not taking into account the DSCC Companies, provision for which is made elsewhere herein), taken as a whole, except for changes generally affecting the industries in which the Diamond Companies are engaged in business and for matters which have been disclosed publicly by Seller.

Section 2.22 Cogeneration.

(a) The Cogeneration Agreement between DSCC and Houston Lighting & Power Company ("HLP"), dated August 6, 1984 (the "Cogeneration Agreement"), is a valid and binding obligation, enforceable in accordance with its terms, except as enforcement against third parties

may be limited by bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies against third parties, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought. DSCC is not in default under the Cogeneration Agreement in any material respect; nor, to the knowledge of Seller, is HLP in material default thereunder; nor does there exist any event or condition, which upon the giving of notice or the lapse of time or both, would constitute a material default or event of default on the part of either DSCC or HLP. Except as set forth in Schedule 2.22, neither Seller nor DSCC is a party to any legally binding agreement, letter, memorandum of understanding or other document that amends or clarifies the Cogeneration Agreement or any provision therein.

(b) Schedule 2.22 lists all Contracts, legally binding arrangements and understandings, leases or rental agreements, substantially relating to the facilities located at DSCC's Deer Park Plant at 1101 Tidal Road, Deer Park, Texas and at DSCC's Battleground Plant at 2800 Battleground Road, La Porte, Texas (the "Cogeneration Facilities") to which any ^{of} Diamond Company is a

party or by which any of its properties is bound and which are material to the Cogeneration Business Unit (collectively, the "Related Cogeneration Contracts"). No Diamond Company is in default under any of the Related Cogeneration Contracts in any material respect, nor does there exist any event or condition, which upon the giving of notice or the lapse of time or both, would constitute a material default or event of default by any Diamond Company under any of the Related Cogeneration Contracts. Except as disclosed in Schedule 2.22, no Diamond Company is a party to any legally binding agreement, letter, memorandum of understanding or other document that amends or clarifies any Related Cogeneration Contract or any provisions therein in any material respect.

(c) Schedule 2.22 sets forth a copy of the self-qualifying certificates filed in respect of each of the Cogeneration Facilities with the Federal Energy Regulatory Commission under the Public Utility Regulatory Policies Act of 1978, as amended, and the regulations thereunder, which certificates are not the subject of any pending or, to the knowledge of Seller, threatened litigation. No response was received from the Federal Energy Regulatory Commission within 90 calendar days after the filing of such certificates. Each of the Cogeneration

Facilities is a "qualified cogeneration facility" within the meaning of (i) the Texas Public Utility Regulatory Act, (ii) the rules of the Public Utility Commission of Texas and (iii) the Public Utility Regulatory Policies Act of 1978, as amended.

(d) Each of the Cogeneration Facilities is free from the requirements of the Powerplant and Industrial Fuel Use Act of 1978 (the "Fuel Use Act") because each Cogeneration Facility is not now an "electric powerplant" as that term is defined in the Fuel Use Act.

Section 2.23 The Reorganization.

(a) Seller has advised Buyer that during 1983 and 1984 Seller, DSCC and certain other of the Diamond Companies consummated a corporate reorganization, one of the results of which was that DSCC became a wholly owned subsidiary of Seller (the "Reorganization") and that, prior to the Reorganization, DSCC was engaged, directly or through one or more subsidiaries or other Entities, in various businesses in addition to the Chemicals Business.

(b) For purposes of this Agreement, "Historical Obligations" shall mean those obligations, liabilities, guarantees and contingent liabilities of the DSCC Companies, or any of them, which arose prior to or

in connection with the Reorganization and which relate to any business, asset or property other than those of the Chemicals Business. Schedule 2.23 sets forth a description of certain specific Historical Obligations and describes by category all other Historical Obligations. Except as so described in Schedule 2.23, to the knowledge of Seller, there are no other Historical Obligations of the DSCC Companies, except for obligations, liabilities, guarantees or contingent liabilities which are not material to the business, financial condition or results of operations of the Chemicals Business or of any Business Unit.

Section 2.24 Governmental Regulations. No DSCC Company is (a) an investment company within the meaning of the Investment Company Act of 1940, as amended, (b) a public utility company or a holding company within the meaning of the Public Utility Holding Company Act of 1935, as amended, (c) a public utility within the meaning of the Federal Power Act, or (d) a common carrier within the meaning of the Interstate Commerce Act.

Section 2.25 Effect of Certain Representations
and Warranties.

(a) For purposes of this Agreement, references to the "knowledge of Seller" shall constitute only references to (i) the actual knowledge of any executive officer (as defined in Rule 402 of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended ("Rule 402")) of Seller; (ii) information made available to any such executive officer as a result of his making due inquiry of responsible officials of Seller and the appropriate Diamond Companies in connection with this Agreement and the transactions contemplated hereby; provided, however, that the appropriate executive officer shall be deemed hereby to be required to make a reasonable due inquiry of the applicable subject matter; or (iii) the information which would have been made reasonably available to any such executive officer had he made such reasonable due inquiry.

(b) No liability, loss contingency, obligation, asset, right, condition, event or occurrence shall be deemed material to or otherwise affect any Business Unit except to the extent that such liability, loss contingency, obligation, asset, right, condition, event or occurrence or its effect relates to the business,

financial condition or results of operations of such Business Unit. In determining the standard by which materiality with respect to any Business Unit shall be judged, the business, financial condition, results of operation and value of the assets of such Business Unit as of the Closing shall control.

ARTICLE III

Representations and Warranties

of Buyer, Oxy-Chem and OPC

Section 3.01. Organization of Buyer, Oxy-Chem and OPC. Each of Buyer, Oxy-Chem and OPC represents and warrants to Seller that each of them is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and has the requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted.

Section 3.02 Corporate Power. Each of Buyer, Oxy-Chem and OPC represents and warrants to Seller as follows: (a) each of them has the requisite corporate power and authority to execute, deliver and perform this Agreement and the Related Documents to which it is or will be a party and to consummate the transactions con-

templated hereby and thereby, (b) all corporate action on its part necessary to approve or to authorize the execution, delivery and performance of this Agreement and any of the Related Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby has been duly taken, (c) this Agreement is a valid and binding obligation of, enforceable in accordance with its terms against, each of Buyer, OPC and Oxy-Chem and (d) each of the Related Documents is, or upon execution and delivery thereof will be, a valid and binding obligation of, enforceable in accordance with its terms against, each of Buyer, OPC, Oxy-Chem and each of their respective subsidiaries which is a party to any of the Related Documents.

Section 3.03 No Conflicts. Each of Buyer, Oxy-Chem and OPC represents and warrants to Seller as follows: Except for applicable requirements of the HSR Act, neither the execution, delivery or performance by Buyer, Oxy-Chem or OPC of this Agreement or the Related Documents nor the consummation by any of them of the transactions contemplated hereby or thereby, will:

(i) conflict with or result in a breach of any provision of the Certificate of Incorporation or By-laws of Buyer, Oxy-Chem or OPC;

(ii) violate, constitute an event of default under, permit the termination of, give rise to a right to accelerate any indebtedness under, or otherwise breach or conflict with, any contract, lease, or governmental permit to which Buyer or Oxy-Chem is a party, is maker or guarantor, or by which either of them is bound, or result in the creation of any Lien upon the securities, properties, assets or businesses of Buyer or Oxy-Chem other than Permitted Liens and such Liens that may be imposed by or as a result of any action of any Diamond Company;

(iii) violate any order, writ, injunction, decree, judgment, ruling or Law applicable to Buyer or Oxy-Chem or by which Buyer or Oxy-Chem or any of their respective properties is bound; or

(iv) require any consent, approval, authorization or other order or action of, or notice to, or declaration, filing or registration with, any third party or any Governmental Agency;

in each case other than such of the foregoing matters which, or the absence of which, would not, individually or when taken together with all other such related matters, have a material adverse effect on the business, financial condition or results of operations of Buyer or Oxy-Chem. Notwithstanding any other provision of this Agreement (including, without limitation, this Section 3.03 or Section 3.04 hereof), no representation is made by Buyer, Oxy-Chem or OPC with respect to the effect of the HSR Act or any other antitrust or similar Law on the consummation of the transactions contemplated by this Agreement or any of the Related Documents.

Section 3.04 Litigation. Each of Buyer and OPC represents and warrants to Seller as follows: there is no Litigation by or before any (i) court, (ii) Governmental Agency, or (iii) arbitrator, in each case pending or, to the knowledge of Buyer and OPC, threatened, which seeks to restrain, enjoin, prevent the consummation of, or otherwise challenge this Agreement, any of the Related

Documents, or any of the transactions contemplated hereby or thereby; subject, however, to the last sentence of Section 3.03 hereof or any Litigation commenced by a federal Governmental Agency related thereto.

Section 3.05 Brokers. Each of Buyer, Oxy-Chem and OPC represents and warrants to Seller as follows: none of them or any of their subsidiaries has retained any broker or finder, and no broker or finder has acted on behalf of any of them, in connection with this Agreement or any of the Related Documents or the transactions provided for hereby or thereby, except that OPC has retained, and Seller shall have no responsibility for any fees that may be payable to, Drexel Burnham Lambert Incorporated in connection with this Agreement and the transactions contemplated hereby.

Section 3.06 OPC Savings Plan. OPC represents and warrants to Seller that it has delivered to Seller a copy of the Occidental Petroleum Corporation Savings Plan (the "OPC Savings Plan") as currently in effect and of the most recent determination letter for said plan.

Section 3.07 Buyer's Financial Capacity. OPC represents and warrants to Seller that, on the Closing Date, Buyer shall have the financial capacity to pay the Cash Portion of the Purchase Price and to perform its

obligations, if any, under Sections 1.04, 1.05 and 1.06 hereof.

Section 3.08 Oxy-Chem Net Worth. OPC represents and warrants to Seller that OPC owns directly or indirectly 100% of the issued and outstanding capital stock of Oxy-Chem, and that on the Closing Date Oxy-Chem will have a net worth determined in accordance with GAAP of not less than \$800,000,000.

Section 3.09 Effect of Certain Representations and Warranties. For purposes of this Agreement, references to the "knowledge" of Buyer, OPC or Oxy-Chem shall constitute only references to (i) the actual knowledge of any executive officer (as defined in Rule 402) of Buyer, OPC or Oxy-Chem; (ii) information made available to any such executive officer as a result of his making due inquiry of responsible officials of Buyer, OPC or Oxy-Chem in connection with this Agreement and the transactions contemplated hereby; provided, however, that the appropriate executive officer shall be deemed to be required to make a reasonable due inquiry of the applicable subject matter; or (iii) the information which would have been made reasonably available to any such executive officer had he made such reasonable due inquiry.

Section 3.10 Acquisition Purposes. Each of Buyer and OPC represents and warrants to Seller as follows: Buyer is not acquiring the Shares with a view to the distribution or resale thereof, except in compliance with the Securities Act of 1933, as amended.

ARTICLE IV

Personnel and Benefit Plans

Section 4.01 Basic Employment Matters.

(a) The employment of any of the Employees by any of the DSCC Companies shall not terminate on, or as of, the Closing Date by virtue of the sale of the Shares.

(b) Effective as of the Closing and except as otherwise provided in this Article IV, (i) OPC shall permit all Employees, other than Employees represented by a union and covered by a collective bargaining agreement ("Represented Employees"), to participate in the Plans and personnel policies which apply to similarly situated employees of OPC and its subsidiaries and affiliates (collectively, "OPC Plans"), and (ii) OPC shall cause each of the OPC Plans to recognize, for purposes of eligibility and vesting but not for purposes of benefit calculations (other than for purposes of vacation policy

and short-term disability), the respective period of employment of each of such Employees that was recognized as of the Closing Date in the analogous Seller's Plans and personnel policies.

Section 4.02 Pension Plans.

(a) Employees who participate in Seller's Retirement Income Plan for Chemical Company Employees ("RIP"), Process Plan or Hourly Plan (collectively, "Seller's Pension Plans") shall, as of the Closing Date, cease accruing benefits under such Seller's Pension Plans.

(b) Subject to the provisions of Section 4.04(c), Seller shall be responsible for the RIP on and after the Closing Date, and shall amend the RIP to provide that service (by Employees who are, on the Closing Date, participants under the RIP) with any DSCC Company or Pass-Through Purchaser on and after the Closing Date shall be recognized for purposes of: (i) meeting the vesting requirements, (ii) qualification for Early Retirement Income versus Vested Retirement Income (or Deferred Vested Retirement Income) and (iii) qualification for Pre-Benefit Commencement Death Benefit to Spouse for Deaths after August 22, 1984. Seller shall also amend the RIP to provide that, for purposes of eligibil-

ity to commence payment of benefits, a participating Employee shall not be deemed to have terminated employment with Seller until such Employee terminates employment with any DSCC Company or any Pass-Through Purchaser.

(c) OPC and Buyer shall cause DSCC (and shall use their best efforts to cause any Pass-Through Purchaser) to:

(i) provide and/or verify such pre-Closing Date information which is required for the calculation of the accrued benefit in accordance with Seller's standard procedures, including, but not limited to, work history (including hours and months of service) salary history and properly documented proof of birth date; and

(ii) deliver monthly to Seller such post-Closing Date service information so that Seller may properly fulfill its responsibility under this Section.

Section 4.03 Savings Plan. As of the Closing Date, Seller shall cause each Employee who is a participant to be fully vested in his account balance under Seller's Employee Shareholding and Investment Plan ("ESIP"). OPC shall permit participation by Employees,

other than Represented Employees in the OPC Savings Plan, to commence on the Closing Date. Both the ESIP and the OPC Savings Plan shall permit a direct trustee to trustee transfer of assets in cash (and transfer of applicable loan accounts) from the ESIP to the OPC Savings Plan. Both Seller and OPC shall permit each of the Employees who are participants in the ESIP on the Closing Date individually to elect, at such time as Seller and DSCC shall agree, but in any event within 30 calendar days of the Closing Date, to direct the trustee of the ESIP to (a) transfer the value of such Employee's accounts under the ESIP in cash, and the outstanding balance of any Loan Account of such Employee under the ESIP, to the trustee of the OPC Savings Plan or (b) pay to such Employee the vested amount of his account balance in the ESIP as a voluntary in-service distribution under applicable provisions of the ESIP (except that the amount subject to Section 401(k) of the Code shall be available only as permitted under the applicable provisions of the ESIP and the Code). Seller, Buyer and OPC shall each use its best efforts, including but not limited to the filing of Form 5310 within 30 calendar days after the Closing Date, so that such transfers may occur as soon as practicable after the Closing. In no event shall such transfer be

made sooner than 30 calendar days after the filing of both Forms 5310, or later than December 31, 1986, or 90 calendar days after the Closing Date, whichever occurs later. If such transfer is not made by the later of December 31, 1986, or 90 calendar days after the Closing Date, Buyer shall pay to Seller the amounts set forth on Schedule 4.03.

Section 4.04 Represented Employees.

(a) Buyer shall assume, or shall cause or, in the case of less than majority-owned Entities, shall use its best efforts to cause, the appropriate DSCC Company to continue to perform, as of the Closing Date all obligations of Seller or any DSCC Company under the collective bargaining agreements listed in Schedule 2.19, including but not limited to obligations to provide benefits that are substantially identical to those currently being provided under any one or more of Seller's Plans. Buyer's responsibility under the immediately preceding sentence shall include but not be limited to the establishment of Plans that are substantially identical to those of Seller's Plans that are identified in such collective bargaining agreements, unless Buyer successfully negotiates substitution for such Seller's Plans or removal of such obligations. In order to facilitate the pro-

vision of the benefits described in this Section 4.04(a) to Represented Employees, Seller shall permit Buyer, throughout the period prior to the Closing Date, to meet with Represented Employees or their duly recognized collective bargaining representatives for the purpose of (i) notifying the Represented Employees of the terms and conditions of employment being offered by Buyer and (ii) entering into such agreements between Buyer and the collective bargaining representatives as may be deemed necessary or desirable; provided that Seller shall receive reasonable prior notice of such meeting and shall be entitled to attend and participate therein.

(b) If Buyer elects to establish an employee thrift plan similar to the ESIP for, or makes an existing thrift plan applicable to, the Represented Employees (in either case, "Buyer's Savings Plan"), Seller and Buyer shall cause a trustee to trustee transfer of assets on behalf of Represented Employees from the ESIP to Buyer's Savings Plan on the same terms and conditions specified in Section 4.03 hereof. If a Buyer's Savings Plan is not established or made available to a Represented Employee, Seller shall treat the sale of the Shares as a termination of employment of such Represented Employee for purposes of distributing his accounts under the ESIP.

(c) Pursuant to Section 4.04(a) hereof, Buyer shall establish Plans which are substantially identical to the Process Plan and the Hourly Plan (Buyer's substantially identical Plans are hereinafter called "Buyer's Process Plan" and "Buyer's Hourly Plan," respectively) which in the aggregate shall cover all Represented Employees, and Seller and Buyer shall cause a transfer of assets and liabilities from the Process Plan and the Hourly Plans follows: Buyer's Process Plan and Buyer's Hourly Plan (collectively "Buyer's Pension Plans") shall be effective as of the Closing Date and shall be identical in their substantive terms to the Process Plan and the Hourly Plan respectively (collectively, the "DSCC Pension Plans"); the Represented Employees shall be given credit in Buyer's Pension Plans for past service for all purposes (including, but not limited to, eligibility, vesting and benefit accrual) to the same extent that such past service credit was recognized under the DSCC Pension Plans; Seller shall cause to be transferred, and Buyer shall cause to be received, from the DSCC Pension Plans to the Buyer's Pension Plans the liability for all accrued benefits of the Represented Employees under the DSCC Pension Plans as of the Closing Date. Seller shall cause to be transferred, and Buyer shall cause to be

received, from the trustee of the DSCC Pension Plans to the trustee of the Buyer's Pension Plans, an amount in cash attributable to such accrued benefits of the Represented Employees as of the Closing Date as required under Section 414(1) of the Code as determined by the Buyer's and Seller's actuary. Seller and Buyer shall each use its best efforts, including but not limited to the filing of Forms 5310 within 30 calendar days after the Closing Date, so that such transfers may occur as soon as practicable after the Closing. Such transfers shall occur on such date as Seller and Buyer shall agree; provided, however, that in no event shall such transfers be made sooner than 30 calendar days after the later of the filing of both Forms 5310 or Seller's receipt of a copy of determination letters indicating that Buyer's Pension Plans are qualified Plans under the Code (or a written opinion of Buyers' counsel, reasonably satisfactory to Seller, to the same effect). The amount of such transfers shall be based on all the actuarial assumptions, used for the DSCC Pension Plans, as set forth in the actuarial reports for such DSCC Pension Plans as of December 31, 1985 except that the assumed interest rate shall be 8% per annum. The amount of such transfers shall also include interest at the rate earned by the

RepublicBank Dallas Short-Term Securities Trust Fund (or its successor) from the date as of which the asset value of the accrued benefits are determined hereunder to the date of transfer.

Section 4.05 Other Plans.

(a) Seller shall cause the accounts of Employees under Seller's Employee Stock Ownership Plan to be maintained as of the Closing Date and to be distributed to Employees in the time and manner permitted by applicable law and provisions of the plan; provided, however, that contributions to such plan on behalf of the Employees shall cease as of the Closing Date.

(b) As of the Closing Date, no additional amounts shall be deducted from a participating Employee's compensation or credited to a participating Employee's accounts under Seller's Resource Account Plan (the "Resource Plan"). Subject to the immediately preceding sentence, from and after the Closing Date, Seller shall honor and pay, pursuant to the terms of the Resource Plan and on behalf of Seller, claims by Employees for benefits relating to qualifying expenses incurred by Employees at any time during 1986, whether before or after the Closing Date.

(c) Except as otherwise provided in this Article IV, all of Seller's Plans that are not DSCC Plans shall cease to apply to the Employees, and the Employees shall not accrue benefits under such Plans, on and after the Closing Date. All of Seller's Plans that are DSCC Plans shall be the responsibility of Buyer, through DSCC or the applicable Subsidiary, on and after the Closing Date.

(d) Notwithstanding any provision herein to the contrary, Seller shall be responsible for payment of any claim for retiree medical benefits or retiree life insurance by any employee of any Diamond Company who is not an Employee and Buyer shall be responsible for payment of any claim for retiree medical benefits or retiree life insurance by any Employee.

(e) Buyer shall be responsible for payment of all salary or wages and vacation pay that become payable to Employees on or after the Closing Date, regardless whether all or any portion of such amounts accrued or relate the period before the Closing Date.

(f) Except as otherwise provided in this Article IV, Seller shall honor or cause its insurance carriers or other agents to honor all claims for benefits under each of Seller's Plans that (i) are not

DSCC Plans and (ii) are employee welfare benefit plans as defined in ERISA, relating to events which have occurred prior to the Closing Date (regardless of whether such claims are filed before or after the Closing Date, but provided that such claims are filed timely under the terms of the respective plans), in accordance with the terms of such plans. For purposes of the immediately preceding sentence, as applied to medical, dental and other Plans that reimburse expenses of Employees, the date of the relevant event shall be the date on which such expenses were incurred by the Employee. Buyer shall cause or, in the case of less than majority-owned Entities, shall use its best efforts to cause, DSCC personnel to furnish to Employees, and to process, claim forms for such plans as reasonably directed by Seller.

(g) Buyer shall be responsible for payment of all sick pay and short-term disability pay that becomes payable after the Closing Date to an Employee whose period of absence from work includes the Closing Date; provided, however, that if the period of absence of any such Employee continues for more than 60 calendar days after the Closing Date, Seller shall reimburse Buyer for the amount of sick pay or short-term disability pay paid to such employee for the period of absence beginning

on the sixty-first calendar day following the Closing Date and ending with the one hundred eightieth calendar day following the Closing Date; provided, further, that no such Employee shall receive sick pay or short-term disability pay for a total period (before and after the Closing Date) exceeding six months. If the total period of absence (before and after the Closing Date) of any such Employee exceeds six months, his eligibility for benefits under Seller's Long-Term Disability Plan shall not be adversely affected by virtue of the sale of the Shares.

Section 4.06 Separation Benefits. For a period commencing on the Closing Date and ending 12 months thereafter, (a) all salaried Employees and (b) all Employees who are not Represented Employees at the plant locations set forth in Exhibit 4.06 shall be covered by the severance benefits policy set forth in Exhibit 4.06. For purposes of calculating benefits of any Employee under said severance benefit policy, the period of employment of such Employee that was recognized by the analogous Seller's Plan as of the Closing Date shall be included. Seller shall be responsible for provision of, and payment for, severance benefits to any employees of any DSCC Company whose employment is terminated prior to

the Closing Date. Buyer shall be responsible for provision of, and payment for, all severance benefits to Employees whose employment is terminated on or after the Closing Date.

ARTICLE V

Closing

Section 5.01 The Closing.

(a) The closing of the transactions contemplated by this Agreement (the "Closing") shall be held on such date (the "Closing Date"), and at such time as may mutually be agreed upon by the parties hereto at the offices of OPC, or at such other place as may mutually be agreed upon by the parties hereto.

(b) At the Closing, (i) Seller shall deliver to Buyer certificates representing all of the Shares, which certificates shall be duly endorsed for transfer or accompanied by duly executed stock powers, (ii) Buyer shall deliver to Seller the Cash Portion of the Purchase Price pursuant to Article I hereof, (iii) Seller shall deliver to Buyer resignations, dated as of the Closing Date or a date prior thereto, executed by such of the directors and officers of DSCC and, to the extent that they have been designated or appointed, di-

rectly or indirectly by DSCC, of each Significant Subsidiary, as Buyer shall request in writing prior to the Closing, or an instrument duly removing such persons from office, and (iv) the appropriate parties shall take all other actions not previously taken but required to be taken hereunder on or prior to the Closing Date.

ARTICLE VI

Conditions to Obligations of Buyer, OPC and Oxy-Chem to Consummate the Transaction

The obligations of each of Buyer, OPC and Oxy-Chem to be performed at the Closing shall be subject to the satisfaction, or the waiver in writing by Buyer, OPC and Oxy-Chem, on or prior to the Closing of the following conditions:

Section 6.01 Opinion of Counsel. Buyer and OPC shall have received the written opinion of W.E. No-testine, Deputy General Counsel of Seller, or other legal counsel for Seller acceptable to Buyer, dated the Closing Date, in the form of Exhibit 6.01.

Section 6.02 Accuracy of Representations and Warranties; Compliance with Covenants. The representations and warranties of Seller contained in this Agreement shall be correct in all material respects on and as of the Closing Date with the same force and effect as

though such representations and warranties were made at the Closing except for changes expressly permitted or contemplated by this Agreement; each and all of the covenants required to be performed by Seller on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects; and Seller shall deliver a certificate executed by an executive officer of Seller, addressed to Buyer, OPC and Oxy-Chem and dated the Closing Date, certifying to all of the foregoing and to the effect set forth in Section 6.03 hereof.

Section 6.03 Material Change. Except with respect to the transactions contemplated by the Cogeneration Purchase Agreement, as set forth in Schedule 2.09 as of the date hereof, or for changes in general economic conditions, from June 30, 1986 to the Closing Date, neither the Chemicals Business nor any of the Business Units shall have suffered any material adverse change (whether or not such change is referred to or described in any supplement to any Schedule or Exhibit hereto) in its business, financial condition or results of operations.

Section 6.04 No Injunction. No judgment, order or decree shall have been rendered in any Litigation which has the effect of (a) enjoining the consummation of the transactions contemplated by this Agreement, or (b) subject to compliance with Section 8.01 hereof, enjoining the transfer of any stock, assets or businesses of any DSCC Company by Buyer or OPC, or directly by Seller or DSCC, to Buyer or OPC or any subsidiary or affiliate of Buyer or OPC, or requiring DSCC, OPC, or Buyer or any subsidiary or affiliate of OPC or Buyer to hold any of such stock, assets or businesses separately from others owned or operated by any such party.

Section 6.05 Approvals and Consents. All applicable waiting periods under the HSR Act shall have expired or been terminated. The consents and approvals identified (by marking with an appropriate mark and footnote) as being required on Schedules 2.06, 2.11, 2.12 and 2.16, if any, to permit the consummation of the transactions contemplated hereby (including, but not limited to, the ECRA ACO identified in Section 8.19 hereof and the Environmental Permits required, if any, to be reissued or transferred prior to the Closing Date), shall have been obtained.

Section 6.06 Accounts Receivable Free of Liens. All accounts receivable of any DSCC Company assigned to Citibank, N.A. or any of its affiliates or any other Entity shall be reassigned to the applicable DSCC Company and shall be unencumbered by any Lien with respect to any obligation, duty or indebtedness of any Diamond Company (other than one of the DSCC Companies).

Section 6.07 Cogeneration Purchase Agreement Closing. The Cogen Closing (as defined in the Cogeneration Purchase Agreement) shall have occurred immediately prior to or simultaneously with the Closing.

Section 6.08 Insurance. Each of the Current Policies described in Schedule 2.18, or adequate replacements therefor with substantially the same deductibles, coverages and limits, shall have been in full force and effect without any interruption in coverage; and all premiums with respect thereto shall have been fully paid or caused to be paid by Seller and DSCC for all periods up to and including the Closing Date.

Section 6.09 No Events of Default. No default or event of default or event or condition which with the passage of time or giving of notice, or both, would constitute such a default or event of default, shall have occurred, or, as a result of the consummation of the

transactions contemplated by this Agreement or any of the Related Documents, will occur with respect to the Assumed Obligations or other debt instruments (a) to which any DSCC Company is a party, maker or guarantor, (b) by which any of them or any of their respective properties is bound or (c) to which, to the extent relating to the Chemicals Business or the Assumed Obligations, Seller is a party, maker guarantor, or by which it or its properties is bound, other than such defaults or events of default (i) under the Carbocloro Credit Agreement or the DS Chile Credit Agreement (as such terms are defined in Exhibits 1.06 (a) and 1.06 (b), respectively), (ii) as described in Schedule 6.09, (iii) as a result of the consummation of the transactions contemplated by the Cogeneration Purchase Agreement, (iv) as may result from the business or legal or regulatory status of OPC or any of its subsidiaries, or (v) which have been cured and with respect to which requisite waivers have been obtained.

ARTICLE VII

Conditions to Obligations of Seller
to Consummate the Transaction

The obligations of Seller to be performed at the Closing shall be subject to the satisfaction, or the waiver in writing by Seller, on or prior to the Closing of the following conditions:

Section 7.01 Opinion of Counsel. Seller shall have received the written opinion of Raymond Gill, Associate General Counsel of OPC, or other legal counsel acceptable to Seller, dated the Closing Date, in the form of Exhibit 7.01.

Section 7.02 Accuracy of Representations and Warranties; Compliance with Covenants. The representations and warranties of Buyer, Oxy-Chem, and OPC contained in this Agreement shall be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties were made at the Closing except for changes expressly permitted or contemplated by this Agreement; each and all of the covenants to be performed by Buyer, Oxy-Chem and OPC on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects; and each of Buyer, Oxy-Chem and OPC shall deliver a certificate executed by an executive

officer of each of Buyer, Oxy-Chem and OPC, addressed to Seller and dated the Closing Date, certifying to all of the foregoing.

Section 7.03 No Injunction. No judgment, order or decree shall have been rendered in any Litigation which has the effect of enjoining the consummation of the transactions contemplated by this Agreement.

Section 7.04 Approvals and Consents. All applicable waiting periods under the HSR Act shall have expired or been terminated. The consents and approvals identified (by marking with an appropriate mark and footnote) as being required on Schedules 2.06, 2.11, 2.12 and 2.16, if any, to permit the consummation of the transactions contemplated hereby (including, without limitation, the ECRA ACO identified in Section 8.19 hereof and the Environmental Permits required, if any, to be reissued or transferred prior to the Closing Date), shall have been obtained.

Section 7.05 Cogeneration Purchase Agreement Closing. The Cogen Closing shall have occurred immediately prior to or simultaneously with the Closing.

ARTICLE VIII

Covenants

Section 8.01 Compliance with HSR Act.

(a) Each of Seller and OPC has heretofore made all initial filings with the appropriate Governmental Agencies of the information and documents required by the HSR Act with respect to the transactions contemplated by this Agreement. Each of Seller and OPC shall (i) use its best efforts to comply as expeditiously as possible with all lawful requests of the Governmental Agencies for additional information and documents pursuant to the HSR Act, (ii) not (A) extend any waiting period under the HSR Act or (B) enter into any agreement with any Governmental Agency not to consummate the transactions contemplated by this Agreement, except with the prior consent of both Seller and OPC, and (iii) cooperate with each other and use its best efforts to cause the lifting or removal of any temporary restraining order or preliminary injunction which may be entered in connection with the transactions contemplated by this Agreement, including the execution, delivery and performance by the appropriate Entity of such divestiture agreements or other actions, as the case may be, with regard to the Chemicals Business as may be necessary to secure the

expiration or termination of the applicable waiting periods under the HSR Act or the removal, dissolution, stay or dismissal of any injunction, restraining order or other judicial or administrative order which prevents the consummation of the transactions contemplated hereby or requires as a condition thereto that all or any part of the business and assets of DSCC be held separate.

(b) Notwithstanding anything to the contrary contained in this Agreement: (i) none of Seller, Buyer, Oxy-Chem, DSCC or OPC shall be required pursuant to this Section 8.01 or otherwise (A) to accept any such hold-separate order as a condition to the consummation of such transactions, or (B) to agree to any divestiture; and (ii) nothing contained in this Section 8.01 shall limit the respective rights of the parties to terminate this Agreement pursuant to Section 11.01, or limit or otherwise affect the respective conditions to the obligations of the parties set forth in Articles VI and VII hereof.

Section 8.02 Injunctions. In addition to actions required by Section 8.01 and 8.12 hereof, if any federal, state, local or foreign court having jurisdiction over Seller, any DSCC Company, Buyer, Oxy-Chem or OPC, issues or otherwise promulgates any restraining

order, injunction, decree or similar order (other than as contemplated by Section 8.01 hereof) which prohibits the consummation of any of the transactions contemplated hereby, the parties hereto shall use their respective best efforts to have such restraining order; injunction, decree or similar order dissolved or otherwise eliminated as promptly as possible and to pursue the underlying Litigation diligently and in good faith. Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Section 8.02 shall limit the respective rights of the parties to terminate this Agreement pursuant to Section 11.01 or shall limit or otherwise affect the respective conditions to the obligations of the parties set forth in Articles VI and VII hereof.

Section 8.03 Access to Information.

(a) Between the date of this Agreement and the Closing Date, Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each DSCC Company, upon reasonable request by Buyer, to (i) provide Buyer, OPC and Oxy-Chem and their respective accountants, counsel and other authorized representatives full access, during normal business hours and under reasonable circumstances, to any and all premises, properties, Contracts, commit-

ments, books, records and other information (including Tax returns filed and those in preparation) of each DSCC Company and (ii) cause their officers to furnish to Buyer, OPC and Oxy-Chem and their respective authorized representatives any and all financial, technical and operating data and other information pertaining to the business of each DSCC Company, as Buyer, OPC or Oxy-Chem shall from time to time reasonably request; provided, however, that (A) such access may be limited to the location at which the relevant information is normally maintained and shall not unreasonably interfere with the businesses of Seller or any DSCC Company, (B) such access shall be only with prior notice to Seller, (C) in the reasonable opinion of Seller, the providing of such information will not cause Seller to be in violation of any Law, and (D) no classified or technical information, nor information subject to a requirement of confidentiality on the part of Seller or any DSCC Company, shall be provided to Buyer, OPC or Oxy-Chem except in a manner which complies with applicable Laws or agreements. Notwithstanding the foregoing, no Diamond Company may withhold any information pursuant to Sections 8.03(a)(C) and (D) which would be materially adverse to the business, financial condition or results of operations of the Chemicals

Business or of any Business Unit. Information withheld pursuant to Sections 8.03(a)(C) and (D) is described by category in Schedule 8.03.

(b) Each of the parties hereto will, and will instruct its affiliates, employees, agents and representatives to, hold in strict confidence, all Confidential Information (as hereinafter defined), and not disclose the same to any person without the prior consent of the other parties hereto, unless compelled to disclose any such Confidential Information by judicial or administrative process or, in a written opinion of its counsel a copy of which is delivered to the other parties hereto, by other requirements of any Law, except to the extent contained in a private offering memorandum circulated in accordance with the customary practices of Drexel Burnham Lambert Incorporated as may be reasonably required in connection with obtaining any of the financing required to consummate the transactions contemplated by the Cogeneration Purchase Agreement. Upon consummation of the Closing, any Confidential Information relating to the Chemicals Business may be retained by Buyer, OPC and Oxy-Chem and may be used as they deem fit. If this Agreement is terminated, each party hereto shall promptly return to the other parties hereto all documents (including all

copies thereof) furnished to such other parties and their respective affiliates, employees, agents and representatives in connection with the transactions contemplated by this Agreement containing such Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean all information of any kind concerning any party hereto, wherever obtained, except information (i) ascertainable or obtained from public or published information, (ii) received from a third party not known to the party receiving such information to be under an obligation to any other party hereto to keep such information confidential, (iii) which is or becomes known to the public (other than through a breach of this Agreement), (iv) which the party in possession of such information can demonstrate was in its possession prior to disclosure thereof to such party in connection with this Agreement or the Related Documents and the consummation of the transactions contemplated hereby and thereby, or (v) which the party in possession of such information can demonstrate was independently developed by it.

Section 8.04 No Extraordinary Actions by Seller. In each case except as (a) otherwise contemplated by Sections 2.09, 8.07, 8.08, 8.09, 8.17 and 8.20 hereof, (b) set forth on Schedule 8.04, (c) otherwise consented to or approved by Buyer in writing, or (d) required by this Agreement or the Related Documents, from the date hereof until the Closing, Seller shall (but only with respect to paragraphs (vi), (ix) and (x) set forth below), and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each DSCC Company to:

(i) conduct its business, operations, activities and practices only in the usual and ordinary course of business and consistent with past practice and use its best efforts to (A) preserve intact its present business organization, (B) keep available the services of its present management and employees, and (C) preserve its relationships with customers, suppliers and others having business dealings with it so that its goodwill and ongoing business shall not be materially impaired;

(ii) with respect to each DSCC Company, not amend its Certificate of Incorporation or By-laws, or comparable governing documents as in effect on the date hereof;

(iii) with respect to DSCC, not declare, pay or set aside for payment any dividends on or make other distributions in respect of its capital stock, except for cash dividends which do not reduce Net Working Capital below \$90 million as of the Closing Date and except as a result of Seller's cash management program applicable to the Chemicals Business;

(iv) not, directly or indirectly, sell, pledge, dispose of or encumber any of its material assets (including, without limitation, forgiving or transferring any indebtedness owed to DSCC or any Significant Subsidiary or any claims held by DSCC or any Significant Subsidiary);

(v) not, directly or indirectly, issue, grant or sell, or authorize or propose the issuance of, or split, combine, reclassify or redeem, purchase or otherwise

acquire or propose the purchase of, any shares of any class of its capital stock or issue any securities convertible into, or rights to subscribe to, or warrants or options (including employee stock options) to acquire, or enter into any contract with respect to the issuance of, any such shares or other convertible securities, or make any other changes in its equity capital structure;

(vi) except as contemplated by the Cogeneration Purchase Agreement, not, directly or indirectly, solicit or initiate discussions or negotiations with, or provide any information to, any Entity (other than Buyer, OPC, Oxy-Chem or any affiliate or associate of any of the foregoing or an officer, partner, employee or other authorized representative of any of the foregoing or such affiliate or associate) ("Third Party") concerning any proposed merger, reorganization, sale of a substantial portion of assets, sale of any shares of capital stock or other equity interest or other business combination or similar transaction to which any DSCC Company would be

a party and involving a substantial part of the Chemicals Business (all such transactions being referred to herein as "Acquisition Transactions") and instruct its officers, employees, representatives and agents that (A) no such person shall, directly or indirectly, solicit or initiate any discussions or negotiations with, or provide any information to, a Third Party concerning an Acquisition Transaction and (B) any such person shall promptly communicate to Seller (and Seller shall, in turn, communicate to Buyer and OPC) the terms of any proposal which such person may receive or learn of in respect of an Acquisition Transaction;

(vii) not acquire or agree to acquire by merging or consolidating with or into, purchasing substantially all of the assets or stock of, or otherwise, any business or any corporation, partnership, association or other business organization or division thereof;

(viii) not (A) make capital expenditures or legally binding commitments with respect thereto, except for capital expen-

ditures committed to prior to the date of this Agreement which have been previously disclosed to Buyer in writing and except as contemplated by the 1986 Capital Budget, a copy of which is set forth in Schedule 8.04 or (B) incur, assume or guarantee (x) any long-term indebtedness (as hereinafter defined) or (y) except in the ordinary course of business and consistent with past practice, any short-term indebtedness (as hereinafter defined). For purposes of this Agreement, "long-term indebtedness" shall mean any indebtedness for money borrowed maturing more than one year after the date of the incurrence, assumption or guarantee thereof, and "short-term indebtedness" shall mean any indebtedness for money borrowed maturing one year or less after the date of the incurrence, assumption or guarantee thereof (including, without limitation, the current portion of long-term indebtedness) and which is included in Net Working Capital;

(ix) not adopt or amend in any material respect any collective bargaining, employee pension, profit-sharing, retirement,

insurance, incentive compensation, severance, vacation or other plan, agreement, trust, fund or written policy of general application to categories of Employees except as contemplated by Article IV hereof; or

(x) enter into a legally binding commitment to do any of the matters referred to in subparagraphs (ii) through (ix) above.

Section 8.05 Best Efforts.

(a) Upon the terms and subject to the conditions hereof, each of the parties hereto agrees to take or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and the Related Documents.

(b) Except as otherwise expressly provided for in this Agreement, (i) each of Buyer, Oxy-Chem and Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of their respective subsidiaries to, use its and their best efforts to obtain at the earliest practicable date, whether before or after the Closing Date, all consents required to be obtained by it for the

consummation of the transactions contemplated by this Agreement and the Related Documents, and (ii) Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of the appropriate other Diamond Companies to, use its and their best efforts to obtain, whether before or after the Closing Date, any amendments, novations, releases, waivers, consents or approvals with respect to all outstanding debt instruments, guarantees and other Contracts or Leases of Seller or any DSCC Company which are necessary (A) to cure any defaults thereunder existing immediately prior to the Closing Date and (B) for the consummation of the transactions contemplated by this Agreement and the Related Documents; provided, however, that (x) in obtaining any such amendments, novations, releases, waivers, consents or approvals, no party hereto shall, or shall permit any of its subsidiaries to, agree to any amendment of any such instrument which imposes any obligation or liability on another party without the prior written consent of such other party, and (y) except as otherwise expressly provided by this Agreement, no party hereto shall be obligated to execute any guarantees or undertakings or otherwise incur or assume any liability in connection with obtaining any such re-

lease, novation, approval, consent, authorization or waiver.

(c) Each of Buyer, OPC, Oxy-Chem and Seller shall provide such information and cooperate fully with each other party hereto and each Diamond Company in making such applications, filings, and other submissions which may be required or reasonably necessary in order to obtain all approvals, consents, authorizations and waivers as may be required from any Governmental Agency and others in connection with the transactions contemplated by this Agreement and the Related Documents.

(d) Except as otherwise expressly provided for in this Agreement, each of Buyer, OPC, Oxy-Chem and Seller shall promptly take all actions necessary to make each filing, including without limitation, any supplemental filing, which any of them may be required to make with any Governmental Agency as a condition to or consequence of the consummation of the transactions contemplated by this Agreement or any Related Document, and each of the other parties hereto shall use its best efforts to assist in making such required filings.

(e) Subject to the terms and conditions hereof, Oxy-Chem shall cause Buyer to perform the obliga-

tions set forth in this Agreement to be performed by Buyer at or prior to the Closing.

Section 8.06 Notice of Failure of Condition.

Each party hereto shall as promptly as reasonably practicable notify the others in writing of the occurrence of any event of which it obtains knowledge which will result in the failure to satisfy the conditions specified in Article VI hereof in the case of events relating to Seller and Article VII hereof in the case of events relating to Buyer, Oxy-Chem or OPC.

Section 8.07 Intercompany Accounts. Immedi-

ately prior to the Closing, Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each DSCC Company to, settle all intercompany accounts as of the Closing Date between or among each of the Diamond Companies (other than the DSCC Companies) and each of the DSCC Companies by netting intercompany receivable accounts against intercompany payable accounts and closing the net amount to the equity account, with the result that all of the liabilities and obligations reflected in such intercompany receivable and payable accounts as of the Closing Date shall be fully discharged and satisfied without any actual disbursement of funds and shall be disregarded in

the computation of Net Working Capital. Goods and services sold or furnished by a Diamond Company to a DSCC Company, or vice versa, after the Closing Date shall not be affected by this Section 8.07.

Section 8.08 Assumed Obligations.

(a) Between the date of this Agreement and the Closing, Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of the other Diamond Companies to, be and remain in compliance with its and their respective obligations under and related to all of the Assumed Obligations and, following the Closing, Seller shall and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of the other Diamond Companies to remain in compliance with its and their respective obligations under and related to each of the Assumed Obligations to the extent any of them has any obligations thereon or relating thereto and under the Assumption Instruments (as hereinafter defined).

(b) On or prior to the Closing Date, Seller shall, or shall cause the appropriate Diamond Company to, and shall cause DSCC to, execute an instrument or instruments of assignment and assumption substan-

tially in the form or forms set forth in Exhibit 8.08 (the "Assumption Instruments").

(c) From and after the Closing Date, Oxy-Chem shall cause DSCC to remain in compliance with all of its obligations under the Assumed Obligations and the Assumption Instruments, and if any direct or indirect subsidiary of OPC becomes a Pass-Through Purchaser (as defined in Section 9.05 hereof) of any Business Unit, Oxy-Chem shall cause such subsidiary to assume and remain in compliance with all of DSCC's obligations under such of the Assumed Obligations and the Assumption Instruments that pertain to such Business Unit.

(d) Each of Buyer and Oxy-Chem shall cooperate fully with Seller, whether before or after the Closing Date, in Seller's efforts to obtain any amendments, novations, releases, waivers, consents or approvals necessary to make DSCC the primary obligor on each of the Assumed Obligations and to have each of the Diamond Companies released from any obligations and liabilities under the Assumed Obligations; provided, however, that, except as otherwise expressly set forth in this Agreement, neither of Buyer or Oxy-Chem shall be obligated to execute any guarantees or undertakings or otherwise incur or assume any liability in connection with obtaining any

such amendments, novations, releases, waivers, consents or approvals.

Section 8.09 Transfer of Property. Prior to the Closing,

(a) Seller shall, all without any adverse financial consequences to the Chemicals Business as reflected in the Financial Statements: (i) cause the appropriate DSCC Company to transfer to Seller or to the subsidiaries listed on Schedule 8.09(a) ("Seller's Designee"), and Seller or Seller's Designee shall accept and acquire from such DSCC Company the properties, securities, assets, rights and entitlements owned by the DSCC Companies and set forth in Schedule 8.09(a) (collectively, the "Excluded Assets"), (ii) cause the appropriate DSCC Company to assign to Seller or Seller's Designee, and Seller or Seller's Designee shall assume from the appropriate DSCC Company, all obligations and liabilities associated with the Excluded Assets (the "Excluded Liabilities"), and (iii) cause the appropriate DSCC Company to enter into the agreements and take the other actions described in Schedule 8.09(b). Notwithstanding any other provision hereof, the purchase price payable to DSCC pursuant to the Cogeneration Purchase Agreement shall be

paid to Seller as a dividend to Seller as the sole stockholder of DSCC immediately prior to the Closing.

(b) Notwithstanding anything to the contrary contained in Section 8.09(a) hereof, if any consents, licenses or permits are required to so transfer any Excluded Asset and such consents, licenses or permits have not been obtained on or prior to the Closing Date, then the legal title to such Excluded Asset shall be retained by the appropriate DSCC Company for the account of Seller, and Seller shall cause the business operation or activity of such Excluded Asset, to the extent lawful, to be continued and carried out by a Diamond Company with all costs, expenses, liabilities, Taxes and other financial obligations and operating profits or losses being for the account of, and payable by or to (as the case may be), such Diamond Company until all such required consents, licenses and permits are obtained, at which time Buyer shall cause such DSCC Company to transfer, without additional consideration and at Seller's cost and expense, such Excluded Asset to Seller or Seller's Designee, along with any amounts with respect to such Excluded Assets held for the account of such Diamond Company which had not been previously paid to such Diamond Company or upon payment of any amounts with respect to such Excluded

Assets owed by Seller (as the case may be), it being understood that Seller shall be fully responsible for the performance by any such Diamond Company of its obligations hereunder. If any co-owner of any Excluded Asset purchases the interest therein of any DSCC Company, the net purchase price paid to the DSCC Company (less any and all costs and expenses incurred by it related thereto) shall be paid to Seller. In connection with any such transfer of the Excluded Assets and Excluded Liabilities, Seller or Seller's Designee shall, and Seller shall cause the appropriate subsidiary (including DSCC prior to the Closing Date) to execute an instrument of assignment and assumption in a form reasonably acceptable to Buyer.

Section 8.10 Schedules and Exhibits. As promptly as practical following the end of each calendar month after the date of this Agreement and immediately prior to the Closing, Seller shall supplement or amend all Schedules and Exhibits to this Agreement with respect to any matter hereafter arising which, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in a Schedule or Exhibit to this Agreement. Any such supplement or amendment of any Schedule or Exhibit to this Agreement made pursuant to this Section 8.10 which purports to correct

any prior representation or cure the breach of any prior warranty made in this Agreement shall, but only if consented to in writing by Buyer and OPC, be deemed to correct such representation and cure the breach of such warranty for purposes of Section 6.02 and Article IX of this Agreement.

Section 8.11 Audited Financial Statements.

Prior to the Closing Date, Seller shall deliver to Buyer and OPC (i) audited pro forma consolidated balance sheets of the Chemicals Business as at December 31, 1984 and December 31, 1985 (the "Audited Balance Sheets"), (ii) as to the fiscal year ended December 31, 1985, the related audited pro forma consolidated statements of operations, and changes in financial position for the year then ended (together with the December 31, 1985 Audited Balance Sheet, the "Audited 1985 Financial Statements"), all audited by Price Waterhouse, in accordance with generally accepted auditing standards, together with their unqualified opinion on the Audited 1985 Financial Statements other than qualifications referred to in Schedule 8.11, and (iii) unaudited consolidated pro forma balance sheets of the Chemicals Business for each fiscal quarter beginning with the fiscal quarter ended on March 31, 1986 through the Closing Date and the related unaudited state-

ments of operations, and changes in financial position for the fiscal quarters then ended. The Audited Balance Sheets and the Audited 1985 Financial Statements shall be prepared in conformity with GAAP. The unaudited financial statements referred to in this Section 8.11 shall be prepared in conformity with the standards applicable to Interim Financial Statements set forth in Section 2.08 hereof. Seller shall also deliver to Buyer as promptly as practicable following the end of each calendar month following the date hereof copies of the internal statements of monthly results prepared for DSCC which shall be derived from the books and records of DSCC and prepared in the ordinary course of the business of DSCC.

Section 8.12 Post-Closing Antitrust Litigation. If, following the Closing, (a) the consummation of the transactions contemplated by this Agreement or by any of the Related Documents is challenged, or (b) the transfer subsequent to the Closing by Buyer of any of the securities, business or assets of Buyer or any DSCC Company to (i) OPC or any subsidiary or affiliate of OPC or (ii) any third party (with respect to which Seller has no independent liability) is challenged, in each case on antitrust grounds, through Litigation in which any Diamond Company is named as a party defendant, the parties

hereto agree to contest diligently such Litigation through the available levels of appeal up to the United States Court of Appeals (or, if such Litigation is being maintained by a party other than the Federal Trade Commission, the comparable level of appeal); provided, however, that (A) OPC or its designated subsidiary shall assume the lead role in any such Litigation and Oxy-Chem shall bear all reasonable expenses thereof incurred by any Diamond Company, (B) if a Governmental Agency is the complaining party in such Litigation, Oxy-Chem shall bear all liabilities resulting therefrom and (C) if a party other than a Governmental Agency is the complaining party in such Litigation, each party will bear its own liabilities resulting therefrom.

Section 8.13 Insurance.

(a) Seller shall use its best efforts to renew the Current Policies (or to procure replacement policies and binders of substantially the same cost and nature) and maintain all such policies and binders in full force and effect at all times up to and including the Closing Date and to pay all premiums, deductibles and retro-adjustment billings with respect thereto covering all periods, and ensuring coverage of the DSCC Companies, up to and including the Closing Date. Seller shall re-

tain custody of all insurance policies which provide coverage for the Diamond Companies (or separate coverage for any one or more of the DSCC Companies) for all periods up to and including the Closing Date. Prior to the Closing, Seller shall furnish to Buyer microfilm copies of all Existing Policies (as hereinafter defined) located prior to Closing and, following the Closing, shall furnish to Buyer promptly microfilm copies of all Existing Policies located after the Closing. For purposes of this Agreement, "Existing Policies" shall mean (i) those policies and binders providing coverage for any one or more of the Diamond Companies listed on Schedule 2.18 and (ii) other of such policies and binders as are obtained or located by Seller or any DSCC Company after the date hereof. Subject to the last sentence of this Section 8.13(a), Seller shall, with respect to the Existing Policies, provide continuing policy administration, pay all policy premiums, deductibles and retro-adjustment billings and shall maintain policy endorsements and conditions as in effect at the Closing. Except as provided in Section 8.14 hereof, DSCC shall be responsible for filing and pursuing claims under any Existing Policy with respect to any matter which becomes or remains the responsibility of DSCC, Buyer, OPC, Oxy-Chem or any Pass-

Through Purchaser pursuant to this Agreement after the Closing. DSCC shall promptly deliver to Seller a copy of any notice or other document sent to, or received from, any of the insurance carriers providing coverage under the Existing Policies (the "Current Carriers") with respect to any such claim. Each of Seller and each of the DSCC Companies shall each bear and be responsible for any deductible or retention relating to any claims for which it is responsible for indemnification under this Agreement; and DSCC shall promptly reimburse Seller for any amount paid to any Current Carrier by Seller for the account of any DSCC Company with its approval (which shall not be unreasonably withheld), in connection with any such deductible or retention.

(b) Whenever Seller becomes aware that a claim against any Current Carrier under any of the Existing Policies exists, with respect to a matter for which Seller has liability directly or pursuant to the provisions of this Agreement, then Seller shall be entitled to pursue such claim in any reasonable manner which it deems expedient (including Litigation) in the name of any one or more of the parties, including any DSCC Company, which are provided coverage under such Existing Policy ("Insured Parties"), as Seller may elect; provided,

however, that Seller shall keep all of the Insured Parties on whose behalf such claim is being pursued reasonably apprised on an ongoing basis of the status of such claim. Any amount paid by any such Current Carrier (as a result of any claim filed by any Insured Party whether before or after the Closing Date), to any Entity other than the Entity responsible under the provisions of this Agreement for the liability to which the claim relates, shall be paid over promptly by the recipient of such amount to the Entity responsible therefor, or as to matters contemplated by Article X hereof, shall be distributed to the parties in accordance therewith.

(c) Buyer shall, and shall cause DSCC to, (i) furnish Seller a power of attorney in substantially the form of Exhibit 8.13 at the Closing, and thereafter each DSCC Company shall provide Seller such other powers of attorney or authorizations as Seller may reasonably request to permit Seller to perform all acts and to execute all documents relating to the maintenance and administration of the Existing Policies and the prosecution of such claims and Litigation, (ii) furnish any information and documents required for this purpose, and (iii) cooperate fully and promptly (at Seller's expense) with Seller in the prosecution of any claims and Litiga-

tion pursued by Seller including, without limitation, the provision of witnesses as necessary or appropriate. DSCC shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, the appropriate DSCC Company upon request to assign to Seller the applicable claims under Existing Policies with respect to a matter for which Seller has liability directly or pursuant to the provisions of this Agreement.

(d) Seller shall (i) cooperate fully and promptly (at DSCC's expense) with DSCC, in the prosecution of any claims and Litigation pursued by DSCC including, without limitation, the provision of witnesses as necessary or appropriate, and Seller shall, upon request, assign to DSCC the applicable claims under Existing Policies with respect to a matter for which DSCC has liability directly or DSCC, Buyer, OPC, Oxy-Chem or any Pass-Through Purchaser has liability pursuant to the provisions of this Agreement or the Related Documents and (ii) furnish any information and documents required for this purpose.

Section 8.14 Claims Against Current Carriers.

Seller shall have the right, and DSCC shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, the appropriate DSCC Company to cooperate fully in the exercise of such right, to continue or to settle pending Litigation or claims filed against any of the Current Carriers prior to the Closing (including, without limitation, Diamond Shamrock Chemicals Company vs. The Aetna Casualty and Surety Company, No. C-3939-84, now pending in the Superior Court of New Jersey, Chancery Division, Morris County, New Jersey) ("Existing Claims") for the payment of amounts allegedly due to any Diamond Company on account of losses suffered by any Diamond Company as a result of its products or damage to the environment or persons caused by the operation of any DSCC Company's production facilities prior to the Closing Date. As to claims which cover insurable occurrences, events or accidents, both before and after the Closing Date, Seller and DSCC shall cooperate and exercise a right of joint control with respect to any resulting Litigation. Seller will keep Buyer apprised of the status of all settlement negotiations as to Existing Claims. Any insurance proceeds paid in respect of the matters contemplated by Article IX hereof shall be dis-

tributed to the Indemnifying Party (as defined in Article IX) to the extent of the Indemnity Payment on account of any Indemnifiable Loss (as defined in Article IX) paid by such Indemnifying Party under and in accordance with Article IX. Any such insurance proceeds paid in respect of the Environmental Costs (as defined in Article X hereof) shall be distributed to the parties under and in accordance with Article X. From and after the Closing Date, DSCC authorizes Seller to act in the name and on behalf of DSCC and each other DSCC Company, in releasing such Existing Claims; provided, however, that such release does not include an agreement to the termination of further coverage under the Existing Policies in connection with any such settlement (other than in respect of the Existing Claim to which the settlement relates or a release which does not adversely affect a DSCC Company) unless made with Buyer's approval, which approval shall not be unreasonably withheld.

Section 8.15 Replacement of Surety Bonds; Guaranties; Letters of Credit; Comfort Letters. Schedule 8.15 sets forth a list of all outstanding performance and surety bonds, letter of credit obligations, guarantees and comfort letters issued by Seller and relating to the Chemicals Business. Buyer and Oxy-Chem each shall use

its respective best efforts to obtain and have issued replacements for each such bond, letter of credit obligation, guarantee and comfort letter, each of which shall be substantially similar to that being so replaced and to obtain any amendments, novations, releases, waivers, consents or approvals necessary to release each of the Diamond Companies (other than the DSCC Companies) thereunder. If reasonably necessary in the circumstances, the obligation of each of Buyer and Oxy-Chem to use its best efforts shall include, without limitation, providing its guarantee in consideration for the granting or obtaining of any such amendments, novations, releases, waivers, consents or approvals. DSCC shall be responsible for any costs or liabilities arising out of acts or omissions attributable to any DSCC Company subsequent to the Closing Date with respect thereto until all bonds, letters of credit, guarantees and comfort letters have been replaced and all obligations thereunder have been released.

Section 8.16 Taxes

(a) Seller shall have sole responsibility for, and shall pay or cause to be paid, all (i) Taxes arising out of (A) the consummation of the transactions contemplated by the Cogeneration Purchase Agreement, except for any state and local transfer and excise taxes

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("Transfer Taxes") incurred as a result of such consummation, which Transfer Taxes Buyer shall pay or cause to be paid, (B) the transfers contemplated by Sections 8.09 and 8.17 hereof, (C) the deemed sale of the assets of the DSCC Companies pursuant to an H-10 Election (as hereinafter defined), and (D) any other transaction permitted or contemplated by this Agreement and the Related Documents to which any Diamond Company is a party, and (ii) Taxes, other than foreign Taxes which are dealt with under subparagraph (c) of this Section 8.16, for which any DSCC Company is liable (A) for periods ending with, or on the Closing Date, or (B) with respect to the operations conducted by, and the transactions of, any DSCC Company up to and including the Closing Date. Any payment made by Seller under this Section 8.16 (a) shall be treated as a reduction in the Purchase Price by Buyer and Seller, unless such treatment is clearly contrary to the Law of the applicable jurisdiction.

(b) Buyer and Seller shall make a joint election under Section 338(h)(10) of Code and the regulations thereunder (the "Regulations") and any similar state, local or other Law ("H-10 Election"). Pursuant to the Regulations, Buyer and Seller shall jointly execute and file IRS Form 8023 and the separate H-10 Election

statement pursuant to Section 1.338(h)(10)-1T(d)(6) of the Regulations, and shall take any and all other action necessary to effectuate such election within the time prescribed by such Section 338(h)(10) and the Regulations. Pursuant to such H-10 Election, Seller shall include the deemed purchase and sale of the assets of DSCC and "affiliated subsidiaries" (as defined in Section 1504(a) of the Code) in Seller's consolidated federal income tax return for 1986. There shall be attached to IRS Form 8023 a regular exclusion election for excludible foreign target affiliates pursuant to Section 1.338-5T(c)(2)(v) of the Regulations. Seller shall elect the MADSP formula for determining the price at which the assets of DSCC and its affiliated subsidiaries are sold pursuant to Section 1.338(h)(10)-1T(f)(2) of the Regulations. Seller shall deliver to Buyer within 30 calendar days after the Closing (i) a fully executed Form 8023, (ii) a separate H-10 Election statement and (iii) any other documents necessary in order to effectuate the elections referred to in this Section 8.16(b) or reasonably requested by Buyer, OPC or Oxy-Chem in connection therewith, and take any and all action necessary to effectuate such elections or reasonably requested by Buyer, OPC or Oxy-Chem in connection therewith (including, with-

out limitation, executing, delivering or filing any documents, whether before or after the Closing), in a timely and reasonably appropriate manner.

(c) Seller shall prepare and file all federal, state or local Tax reports and returns for Tax periods applicable to the DSCC Companies other than the Equity Companies up to and through the Closing Date, and Seller shall use its best efforts to ensure the preparation and filing of such returns for the Equity Companies. In the event the Tax laws of any jurisdiction prohibit Seller from filing any such return for a Tax period ending at the close of business on the Closing Date, Seller shall assist Buyer, DSCC, OPC or Oxy-Chem, as appropriate, in preparing returns which include periods prior to the Closing Date and Seller shall promptly pay its share of any unpaid federal, state and local Taxes for such periods within ten calendar days of receipt of written notice from Buyer or OPC. Buyer shall, or shall cause the appropriate foreign Subsidiaries of DSCC to, prepare and file all foreign Tax returns or reports for Tax periods that include the Closing Date or periods prior to the Closing Date and that have not been filed as of the Closing Date. In the event the accrued liability for foreign Taxes included in the computation of Net

Working Capital is less than the foreign Taxes due in the aggregate for periods up to and through the Closing Date, and with respect to the operations conducted by, and the transactions of, any such Subsidiary up to and including the Closing Date, then Seller shall promptly pay any excess of foreign Taxes due over such accrued liability for such periods within 10 calendar days of receipt of written notice from Buyer or OPC. Taxes based on the ownership of property (i.e., property taxes, franchise taxes, business license taxes) shall be prorated through the Closing Date. All other Taxes for periods including the Closing Date shall be fairly apportioned.

(d) Any overpayments of federal, state or local Taxes by any DSCC Company for periods ending on or before the Closing Date (including refunds, estimated Taxes and prepaid Taxes paid by Seller or any such DSCC Company) shall be paid over to Seller by OPC, Oxy-Chem, Buyer or the appropriate DSCC Company promptly and in any event within ten calendar days after notice from Seller. Seller shall have the right to control audits of any DSCC Company that is a majority owned Subsidiary of DSCC by Taxing authorities with respect to periods ending on or prior to the Closing Date and Buyer shall have the right to participate in any such audit. Seller shall have the

right to participate in any tax audit of any DSCC Company that is a majority owned Subsidiary of DSCC with respect to periods ending after the Closing Date, but reflecting Taxes levied on transactions occurring prior to the Closing Date or ownership of property prior to the Closing Date, and any issues raised with respect to items occurring prior to the Closing Date in such audits shall be litigated or settled by Seller with the consent of OPC, which consent shall not be unreasonably withheld.

(e) The allocation of the Purchase Price shall be as set forth in Schedule 8.16 and for all purposes the parties hereto shall treat the transactions contemplated hereby in a manner consistent with such allocation.

(f) Seller shall indemnify and hold harmless each of Buyer, each DSCC Company, Oxy-Chem, OPC and each member of the "affiliated group" (within the meaning of Section 1504 of the Code) of which OPC is the common parent from any and all claims, demands or liability for payment of any of the Taxes described in or contemplated by Sections 8.16(a), (b) and (c) hereof as being the responsibility of Seller and from any Taxes imposed on Buyer as a result of its receipt of any payments from the Seller pursuant to this Section 8.16.

Oxy-Chem shall indemnify each of Seller and each member of Seller's "affiliated group" from and against all Taxes described in Section 8.16(d) hereof as being the responsibility of OPC, Oxy-Chem, Buyer or the appropriate DSCC Company, as the case may be.

(g) In connection with (i) the preparation of any Tax returns required to be filed by Seller or Buyer on behalf of each DSCC Company and (ii) any audit examinations of each DSCC Company by any governmental taxing authority, Seller, each DSCC Company, Buyer, OPC and Oxy-Chem will cooperate fully with each other, including but not limited to the furnishing or making available of records, books of account, powers of attorney or other materials reasonably necessary for the preparation of returns or defense against the assertion of any taxing authority as to the imposition of any Taxes for such periods.

(h) All the obligations and liabilities of DSCC or Seller under that certain agreement dated as of November 9, 1981 (the "Tax Lease") between Convent Chemical Corporation, a New York corporation ("Convent"), and International Business Machines Corporation, a New York corporation ("IBM"), to which DSCC and Seller are subject by virtue of that certain Consent and Indemnifi-

cation Agreement dated as of November 27, 1985 by and among IBM, Convent, The B.F. Goodrich Company, a New York corporation ("BFG"), DSCC and Seller shall remain the obligations and liabilities of Seller to the extent that any claim under any such obligation or liability arises under or is attributable to any facts or circumstances related to, or any act or omission of (i) BFG, (ii) Seller, including, without limitation, the inaccuracy or insufficiency for its intended purpose of the Transferee's Statement (as hereinafter defined) or (iii) any DSCC Company, in each case at any time prior to the Closing Date. Within ten calendar days after receipt of the Transferee's Statement from DSCC pursuant to this Section 8.16(h), Seller shall (A) furnish to the tax lessor named in the Tax Lease the appropriate Transferee's Statement theretofore executed by DSCC as transferee, and (B) provide evidence to DSCC that such action has been taken by Seller in a timely manner. Upon the Closing, DSCC will take title to any assets described in the Tax Lease subject to the obligations and liabilities of the Tax Lease to the extent that any claim under any such obligations and liabilities arises under or is attributable to any facts or circumstances related to, or any act or omission of, any DSCC Company occurring after the Closing Date.

DSCC shall (x) within 30 calendar days after the Closing, complete, execute and deliver to Seller, for furnishing to the tax lessor pursuant to this Section 8.16(h) the forms (the "Transferee's Statements") included in Schedule 8.16, and (y) file the Transferee's Statements with the timely filed federal income tax return which includes DSCC for the taxable year in which the transfer contemplated by this Agreement occurs.

Section 8.17 Carbocloro and DS Chile. The parties shall take the actions specified, if any, in Exhibits 1.06(a) and 1.06 (b) with respect to Carbocloro and DS Chile, respectively.

Section 8.18 Change and Use of Names.

(a) As soon as reasonably practicable after the Closing, Buyer shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, the charter documents of each DSCC Company to be amended to change the name of each DSCC Company to a name which does not include (i) the word "Shamrock" or (ii) the word "Diamond" unless used in combination with the word "Alkali," and Buyer shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each DSCC Company to cease using any written materials, including without

limitation, labels, packing materials, letterhead, advertising materials and forms, which include (A) the word "Shamrock", (B) the word "Diamond" unless used in combination with the word "Alkali" and (C) Seller's corporate logotype, in the case of:

(1) Subsidiaries incorporated in any United States jurisdiction, within 45 calendar days after the Closing Date;

(2) Subsidiaries incorporated in foreign jurisdictions, within 120 calendar days after the Closing Date; and

(3) Subsidiaries which are partnerships, joint ventures or other entities, within 120 calendar days after the Closing Date, subject, however, to the agreements to which they are subject;

provided, however, that the DSCC Companies may, without modification, use inventory, product literature and sales literature (but not including letterhead, business cards, invoices or the like) in existence as of the Closing Date until the earlier of the exhaustion of such materials or a date six months from the Closing Date.

(b) The DSCC Companies may use and, effective as of the Closing, Seller, on behalf of itself and the other Diamond Companies (other than the DSCC Companies), hereby assigns to DSCC, all rights they or any of them may have in the name "Diamond Alkali," the related corporate logotype previously used by the DSCC Companies and not now used by Seller, and all related trademarks, trade names and brand names.

Section 8.19 Compliance with ECRA.

(a) With respect to the facilities located at Berry Avenue and Route 17N, Carlstadt, Bergen County, New Jersey; Essex and First Street, Harrison, Hudson County, New Jersey; 651 Tonnele Avenue, Jersey City, Hudson County, New Jersey; and 350 Mt. Kemble Avenue, Morris, Morris County, New Jersey (the "New Jersey Facilities"), DSCC has entered into the ECRA ACO with the New Jersey Department of Environmental Protection (the "DEP"), naming DSCC as the respondent, and has provided to the DEP, at Seller's expense, such financial assurances, if any, as were required by the ACO. All costs and expenses incurred in connection with the ACO by DSCC following the Closing Date shall be deemed Environmental Costs and shall be shared as provided in Article X hereof.

(b) Following the Closing, DSCC shall (i) take such steps, if any, as may then be required with regard to the initial ECRA notice, (ii) prepare the ECRA sampling plan, (iii) obtain the DEP's approval of the sampling plan, (iv) through DSCC's agents, contractors, or representatives, conduct the approved sampling plan, (v) prepare the ECRA cleanup plan, (vi) obtain DEP approval of the cleanup plan, and (vii) otherwise comply with the provisions of ECRA and the ACO. The approval and carrying out of the cleanup plan shall be implemented or caused to be implemented by DSCC following the Closing Date. Seller shall provide Buyer copies of all filings and other materials submitted to the DEP by Seller or, prior to the Closing, DSCC upon filing or submittal thereof to the DEP. Seller shall also provide Buyer promptly with copies of all correspondence received by Seller or, prior to the Closing, DSCC from the DEP relating to ECRA or the ACO. Following the Closing, Seller shall cooperate with DSCC its efforts to complete the actions required by the ACO and the DEP.

Section 8.20 Transfer or Reissuance of Environmental Permits. Prior to the Closing, Seller shall commence and continue until the Closing the actions required (i) to effect the reissuance to the appropriate DSCC Company or to the owner or operator of the Cogeneration Business Unit of all permits, licenses and other authorizations that were issued to any Diamond Company other than a DSCC Company prior to the Closing Date pursuant to any Environmental Law ("Environmental Permits"), and (ii) for each said DSCC Company to obtain any Environmental Permit, to the extent necessary for the continued operation of the assets and the business of any DSCC Company after the Closing Date. Following the Closing, Seller shall cooperate with Buyer in its efforts to complete the actions required to obtain such Environmental Permits.

Section 8.21 Waste Removal. Seller, at its sole expense, shall remove or cause to be removed from each of the Active Sites located in the United States all hazardous waste generated prior to the Closing that have been designated for off-site disposal, or would be designated for off-site disposal, in either case in the ordinary course of business, by Seller or any DSCC Company.

Such hazardous waste will be treated, for purposes of this Agreement, in two categories: (a) the hazardous waste described in Schedule 8.21 (the "Scheduled Waste") and (b) all other such hazardous waste (the "Miscellaneous Waste"). All of the Scheduled Waste shall be so removed not later than 30 calendar days following the Closing Date; and all of the Miscellaneous Waste shall be so removed not later than 10 calendar days following the later of (i) the Closing Date and (ii) the receipt of the required approvals, if any, from the appropriate Governmental Agency. Seller shall use its best efforts before and after the Closing to obtain any such approvals as promptly as practicable and DSCC shall cooperate with Seller in such efforts. Effective as of the Closing, all right, title and interest of any DSCC Company in and to all hazardous waste which is the subject matter of this Section 8.21 shall pass to and become the sole property and responsibility of Seller. Prior to the Closing Seller shall cause all Scheduled Waste, if stored in drums or other containers, to be marked "Property of Diamond Shamrock Corporation"; and, if not so stored, to be isolated to the extent practicable by fencing or barricades and marked with similarly worded signs in appropriate places. For the purpose of this Section 8.21, "hazardous waste"

shall have the meaning given to such term by RCRA, the regulations implementing RCRA and all applicable Laws governing hazardous waste management. Seller shall cause such hazardous waste to be removed from the relevant Active Site and transported, treated, stored, handled or disposed of in substantial compliance with all applicable Laws.

ARTICLE IX

Survival and Indemnification

Section 9.01 Survival of Representations and Warranties.

(a) Each of the representations and warranties contained in Articles II and III hereof shall survive and remain in full force and effect after the Closing for the periods set forth in Schedule 9.01, or shall terminate and be of no further force and effect after the Closing, in each case as set forth in Schedule 9.01.

(b) Unless a specific period is set forth in this Agreement (in which event such specified period shall control), all covenants contained in this Agreement shall survive the Closing and remain in effect indefinitely.

Section 9.02 Limitations on Indemnification.

(a) Except as specifically provided in Section 8.16 hereof, (i) no Indemnitee shall be entitled to make a claim against an Indemnifying Party for an Indemnity Payment in respect of an Indemnifiable Loss (as

all of those terms are defined in Section 9.03 hereof) pursuant to this Article IX unless the aggregate amount of Indemnifiable Loss, for a single claim or a group of related claims, exceeds \$20,000, (ii) except for any claim against Seller which an Indemnitee may have in its capacity as a Pass-Through Purchaser, no Indemnitee shall be entitled to assert any claim against an Indemnifying Party for an Indemnity Payment in respect of an Indemnifiable Loss pursuant to this Article IX unless and until (A) in the case of Seller as the Indemnifying Party, the aggregate amount of claims which may be asserted against Seller under Section 9.03(a) hereof for Indemnifiable Losses ("Seller Indemnifiable Losses") exceeds \$3,000,000, or (B) in the case of Buyer, DSCC, OPC or Oxy-Chem or any of them as the Indemnifying Party, the aggregate amount of claims which may be asserted against Buyer, DSCC, OPC and Oxy-Chem or any of them under Sections 9.03(b), (c), (d), (e) and (f) hereof for Indemnifiable Losses exceeds \$3,000,000, in which event any Indemnitee may assert its rights hereunder to the full extent of its aggregate Indemnifiable Losses, and (iii) no Pass-Through Purchaser (in its capacity as a Pass-Through Purchaser) shall be entitled to assert any claim against Seller for an Indemnity Payment in respect of an

Indemnifiable Loss pursuant to this Article IX unless and until (A) the aggregate amount of Indemnifiable Losses which have been incurred by such Pass-Through Purchaser (in its capacity as a Pass-Through Purchaser) exceeds \$1,000,000, or (B) the aggregate amount of claims which may be asserted for Seller Indemnifiable Losses exceeds \$3,000,000, in which event such Pass-Through Purchaser may assert its rights hereunder to the full extent of its aggregate Indemnifiable Losses. Seller shall have no liability to any Indemnitee in respect of any Third Party Claim (as defined in Section 9.04 hereof) for an Indemnifiable Loss asserted against such Indemnitee by any Pass-Through Purchaser to the extent that Seller would not have any liability hereunder to either any Indemnitee or such Pass-Through Purchaser if it were to assert a Direct Claim (as defined in Section 9.04 hereof) against Seller hereunder or otherwise for such Indemnifiable Loss.

(b) The amount of any Indemnity Payment payable by Seller in respect of any Indemnifiable Loss shall be reduced by the amount of any unused reserves for current liabilities of the category involved in such Indemnifiable Loss included in the computation of Net Working Capital as of the Closing Date in accordance with Section 1.04 hereof and the amount of such reserve shall

likewise be deemed to be reduced, in each case until the amount of such reserves is reduced to zero.

(c) Except as otherwise expressly provided in this Agreement, Article IX shall be exclusive with respect to any of the matters covered thereby. Nothing in this Article IX shall be deemed to limit or supercede any insurance coverage available to or provided on behalf of any party hereto by any of the Existing Policies.

Section 9.03 Indemnification. Subject to the terms and limitations set forth in Sections 9.01, 9.02, 9.04 and 9.05 hereof:

(a) Seller shall indemnify, defend and hold harmless each of OPC, Oxy-Chem, Buyer, each of the DSCC Companies and each Pass-Through Purchaser, each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all claims, demands or suits (by any Entity, including, without limitation, any Governmental Agency), losses, liabilities, damages, obligations, payments, costs and expenses, paid or incurred, whether or not relating to, resulting from or arising out of any Third Party Claim (including, without limitation, the reasonable cost and expenses of any and

all actions, suits, proceedings, demands, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees in connection therewith), and whether for property damage, natural resource damage, bodily injury (including, without limitation, damage and injury related to products and injury to any person living or dead on the date hereof or born hereafter), governmental fines or penalties (including, without limitation, for the violation of permits), pollution, threat to the environment, environmental remediation, or otherwise (individually and collectively "Indemnifiable Losses") relating to, resulting from or arising out of any of the following:

(i) any material breach of any of the representations or warranties of any Diamond Company (including, without limitation, any DSCC Company) contained in this Agreement or any Related Document as of the Closing Date but excluding matters expressly covered by Article X hereof;

(ii) any Litigation, whether commenced before or after the Closing Date but prior to the expiration of 12 years following the Closing Date, relating to any actions or

omissions of any Diamond Company (including, without limitation, any DSCC Company) or any predecessor-in-interest thereof prior to the Closing Date, or any occurrences, accidents, incidents or events prior to the Closing Date, relating to the business or activity of any Diamond Company (including, without limitation, any DSCC Company) or any predecessor-in-interest thereof, including, without limitation, the Litigation identified in Schedule 2.07, but excluding (A) matters expressly covered by Section 9.03(a)(i) which do not involve Third Party Claims, Section 9.03(a)(iii) or Article X hereof and (B) all matters with respect to which Litigation is commenced after the expiration of 12 years following the Closing Date;

(iii) any (A) Superfund Site and (B) any Litigation commenced after the Closing pursuant to the provisions of CERCLA or RCRA with respect to any release, storage or disposal of Polluting Substances at any commercial waste disposal facility ("Federal Superfund Litigation") to the extent, but only to

the extent, that such Federal Superfund Litigation relates to, results from or arises out of the actions or omissions of any Diamond Company (including, without limitation, any DSCC Company) or any predecessor-in-interest thereof prior to the Closing, but excluding matters expressly covered by Article X hereof;

(iv) the "Inactive Sites" (which for purposes of this Agreement, shall mean those former chemical plants and commercial waste disposal sites listed on Schedule 9.03(a)(iv) and all other properties which were previously, but which, as of the Closing Date, are not, owned, leased, operated or used in connection with the business or operations of any Diamond Company, including, without limitation, any DSCC Company, or any predecessor-in-interest thereof), including, without limitation, any matter relating to any of the Inactive Sites for which (A) any Diamond Company (including, without limitation, any DSCC Company) on or prior to the Closing Date agreed to indemnify, defend or hold harmless any Entity,

or (B) any Diamond Company may otherwise be held liable;

(v) any of the Excluded Assets;

(vi) any of the Excluded Liabilities;

(vii) any indebtedness for borrowed money assumed, incurred or guaranteed by any Diamond Company (including, without limitation, any DSCC Company prior to the Closing) other than (A) the Assumed Obligations, (B) indebtedness which is otherwise expressly assumed by any DSCC Company, Buyer, OPC or Oxy-Chem under this Agreement or under any Related Document or (C) indebtedness which is reflected in Net Working Capital;

(viii) the Historical Obligations and any other obligations or liabilities (absolute or contingent) of any Diamond Company (including, without limitation, any DSCC Company prior to the Closing) or any predecessor-in-interest thereof or of any DSCC Company unrelated to the Chemicals Business, including, without limitation, obligations and liabilities

arising out of, resulting from or incurred in connection with, any ownership, use or operation of the business or assets of any Diamond Company other than a DSCC Company, whether before or after the Closing Date; and

(ix) any Third Party Claim in which it is asserted that there has been a failure by any Diamond Company prior to the Closing to maintain insurance coverage which is sufficient for compliance (A) with the requirements of any Law applicable to the DSCC Companies, (B) in all material respects with any Contract or Lease to which any DSCC Company is a party or by which any of them or their respective properties is bound, and (C) with any agreement relating to the Assumed Obligations; provided, however, that the relevant DSCC Company shall use all reasonable efforts to resist the assertion of any claim that any such non-compliance exists; and provided further that, except with respect to the Assumed Obligations relating to the Convent Plant, any such Third Party Claim shall have been asserted prior to the second anniversary of the Closing Date.

(b) Buyer shall indemnify, defend and hold harmless each of the Diamond Companies (other than the DSCC Companies) and each of their respective subsidiaries and affiliates, and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses relating to, resulting from or arising out of any of the following:

(i) any material breach of any of the representations or warranties of Buyer contained in this Agreement or any Related Document but excluding matters expressly covered by Article X hereof;

(ii) any obligations or liabilities of Buyer or any subsidiary of Buyer (other than any DSCC Company) prior to the Closing Date; and

(iii) any liabilities or obligations of Buyer resulting from the existence of withdrawal liability under Part 1 of Subtitle E of Part IV of ERISA with respect to any multiemployer plan to the extent that any such liability or obligation shall have accrued by reason of some act or omission of Buyer subsequent to the Closing Date or shall have

resulted from the voluntary partial or complete withdrawal of Buyer from such multiemployer plan subsequent to the Closing Date.

(c) OPC shall indemnify, defend and hold harmless each of the Diamond Companies (other than the DSCC Companies) and each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses relating to, resulting from or arising out of any of the following:

(i) any material breach of any of the representations or warranties of OPC contained in this Agreement or any Related Document but excluding matters specifically covered by Article X hereof; and

(ii) any obligations or liabilities of OPC or any subsidiary of OPC (other than any DSCC Company) prior to the Closing Date.

(d) Oxy-Chem shall indemnify, defend and hold harmless each of the Diamond Companies (other than the DSCC Companies) and each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and

against any and all Indemnifiable Losses relating to, resulting from or arising out of any material breach of any of the representations or warranties of Oxy-Chem contained in this Agreement or any Related Document but excluding matters specifically covered by Article X hereof.

(e) DSCC shall indemnify, defend and hold harmless each of the Diamond Companies (other than the DSCC Companies) and each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses relating to, resulting from or arising out of any of the following:

(i) any of the Assumed Obligations or any other indebtedness for borrowed money expressly assumed by any DSCC Company, Buyer, OPC or Oxy-Chem under this Agreement or under any Related Document or which is reflected in Net Working Capital, other than any liabilities or obligations arising from any breach, default or any other noncompliance with the terms of any such Assumed Obligation or indebtedness by any Diamond Company (including, without limitation, any DSCC Company prior to

the Closing) occurring before or after the Closing, but excluding matters, if any, specifically covered by Section 1.06 hereof or listed in Schedule 6.09; and

(ii) any liabilities or obligations of any DSCC Company resulting from the existence of withdrawal liability under Part 1 of Subtitle E of Part IV of ERISA with respect to any multiemployer plan to the extent that any such liability or obligation shall have accrued by reason of some act or omission of any DSCC Company subsequent to the Closing Date or shall have resulted from the voluntary partial or complete withdrawal of any DSCC Company from such multiemployer plan subsequent to the Closing Date.

Oxy-Chem hereby agrees to guarantee the performance by DSCC of its obligations under this subparagraph (e).

(f) DSCC shall indemnify, defend and hold harmless Seller from and against all reasonable costs and expenses (including reasonable attorney's fees) paid or incurred in connection with any Litigation commenced at any time within 12 years following the Closing Date, relating to any actions or omissions of any DSCC

Company subsequent to the Closing Date, or any occurrences, accidents, incidents or events subsequent to the Closing Date relating to the business of or activity of any DSCC Company in which Seller is involved by reason of its having owned or operated the Chemicals Business prior to the Closing but excluding matters expressly covered by Article X hereof. Oxy-Chem hereby agrees to guarantee the performance by DSCC of its obligations under this Subparagraph (f).

(g) For purposes of this Agreement, "Indemnity Payment" shall mean any amounts of Indemnifiable Losses required to be paid pursuant to this Section 9.03.

(h) For purposes of this Agreement, "Indemnitee" shall mean any Entity entitled to indemnification under this Agreement.

(i) For purposes of this Agreement, "Indemnifying Party" shall mean any Entity required to provide indemnification under this Agreement.

Section 9.04 Defense of Claims.

(a) If an Indemnitee receives notice of the assertion of any claim or of the commencement of any action or proceeding by any Entity who is not a party to this Agreement (a "Third Party Claim") against such In-

demnitee, with respect to which an Indemnifying Party is obligated to provide indemnification under Section 9.03 of this Agreement, the Indemnitee shall give such Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. Such notice shall describe the Third Party Claim in reasonable detail, and shall indicate the estimated amount, if practicable, of the Indemnifiable Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party shall have the right to participate in or, by giving written notice to the Indemnitee, to elect to assume the defense of any Third Party Claim at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel (reasonably satisfactory to the Indemnitee), and the Indemnitee shall cooperate in good faith in such defense.

(b) If within 10 calendar days after an Indemnitee receives written notice from an Indemnifying Party that such Indemnifying Party has elected to assume the defense of any Third Party Claim as provided in the last sentence of Section 9.04(a) hereof, the Indemnifying Party shall not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the

defense thereof; provided, however, that if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third Party Claim within 10 calendar days after receiving notice from the Indemnitee that the Indemnitee believes the Indemnifying Party has failed to take such steps, the Indemnitee may assume its own defense, and the Indemnifying Party shall be liable for any reasonable expenses therefor. Without the prior written consent of the Indemnitee, the Indemnifying Party shall not enter into any settlement of any Third Party Claim which would lead to liability or create any financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to reimbursement hereunder. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to reimbursement hereunder and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to the Indemnitee to that effect. If the Indemnitee fails to consent to such firm offer within 10 calendar days after its receipt of such notice, the Indemnitee may continue to contest or defend such Third Party Claim and, in such event, the maximum

liability of the Indemnifying Party as to such Third Party Claim shall be limited to and shall not exceed the amount of such settlement offer, plus reasonable costs and expenses paid or incurred by the Indemnitee up to the date of such notice.

(c) Any claim by an Indemnitee on account of an Indemnifiable Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after the Indemnitee becomes aware of such Direct Claim, and the Indemnifying Party shall have a period of 30 calendar days within which to respond to such Direct Claim. If the Indemnifying Party does not so respond within such 30 calendar day period, the Indemnifying Party shall be deemed to have rejected such claim, in which event the Indemnitee shall be free to pursue such remedies as may be available to the Indemnitee under any applicable Laws, subject to the terms of this Agreement, including, without limitation, the enforcement of the Indemnitee's rights under this Agreement.

(d) A failure to give timely notice as provided in this Section 9.04 shall not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or incurred an obligation or liability which otherwise would have been avoided.

(e) If the amount of any Indemnifiable Loss, at any time subsequent to the making of an Indemnity Payment, shall be reduced by recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Entity, the amount of such reduction, less any costs, expenses or premiums incurred in connection therewith (together with interest thereon from the date of payment thereof at the Interest Rate), shall promptly be repaid by the Indemnitee to the Indemnifying Party. Upon making any Indemnity Payment the Indemnifying Party shall, to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnitee against any third party in respect of the Indemnifiable Loss to which the Indemnity Payment relates; provided, however, that (i) the Indemnifying Party shall then be in compliance

with its obligations under this Agreement in respect of such Indemnifiable Loss, and (ii) until the Indemnitee recovers full payment of its Indemnifiable Loss, any and all claims of the Indemnifying Party against any such third party on account of said Indemnity Payment is hereby made expressly subordinated and subjected in right of payment to the Indemnitee's rights against such third party. Without limiting the generality of any other provision hereof, each such Indemnitee and Indemnifying party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

Section 9.05 Pass-Through Purchasers.

(a) Upon the delivery by Buyer or OPC to Seller at any time prior to the second anniversary of the Closing Date of (i) notice that (A) Buyer or any DSCC Company has entered into a definitive agreement with any Entity for the purchase by such Entity, through the transfer of assets or stock, from Buyer or a DSCC Company of substantially all (but not less than substantially all) of the business and assets, and to assume among other things the Pass-Through Obligations (as hereinafter defined) for which Oxy-Chem and DSCC shall have no further liability following such purchase pursuant to Sec-

tion 9.05(c) to the extent related thereto, of the lines of business of the Chemicals Business comprising any one or more of the Business Units (individually, or collectively a "Pass-Through Unit"), and (B) such Entity (1) has, or its obligations in connection with such purchase are guaranteed by some other Entity which has, publicly traded equity securities having an aggregate market value greater than \$250,000,000 or (2) if not so publicly traded or guaranteed, has, or its obligations in connection with such purchase are guaranteed by some other Entity which has, a verifiable net worth determined in accordance with GAAP greater than \$90,000,000 after giving effect to such purchase, and (ii) evidence in form and substance reasonably satisfactory to Seller of the transfer to such Entity of the business and assets of a Pass-Through Unit and the assumption by such Entity of the Pass-Through Obligations, such Entity (but not its successors-in-interest, whether by sale, other transfer, operation of law or otherwise) shall be deemed, for purposes of this Agreement, a "Pass-Through Purchaser" with respect to such Pass-Through Unit.

(b) Each Pass-Through Purchaser

(i) shall be entitled to rely on the representations, warranties and covenants of Seller contained in this Agreement to the extent related to such Pass-Through Unit and (ii) shall have the benefit of all rights to Indemnity Payments for Indemnifiable Losses and, subject to any allocation made pursuant to Section 10.01(d)(ii) hereof, reimbursement of Environmental Costs by Seller contained in Articles IX and X hereof to the same extent (except as otherwise expressly provided herein) as if such Pass-Through Purchaser were a party hereto.

(c) Notwithstanding any assumption of any liability hereunder or otherwise by any Pass-Through Purchaser, each of Buyer, Oxy-Chem and OPC shall remain liable under this Agreement and under each Related Document for all of its respective obligations and liabilities under this Agreement and the Related Documents (to the extent herein provided), including, without limitation, those applicable to the related Pass-Through Unit in the event of a breach thereof by any Pass-Through Purchaser; provided, however, that upon the assumption by a Pass-Through Purchaser of the obligations and liabilities provided for in Section 9.03(f) (the "Pass-Through Obligations") relating to its Pass-Through Unit, Oxy-Chem

and DSCC shall have no further liability with respect to such Pass-Through Obligations. No Diamond Company shall have any liability under this Section 9.05 to any Entity other than a Pass-Through Purchaser.

ARTICLE X

Environmental Costs Sharing

Section 10.01 Environmental Costs.

(a) Subject to Section 10.01(d) hereof, Seller shall reimburse each DSCC Company and each of OPC, Oxy-Chem, Buyer and each Pass-Through Purchaser (individually and collectively, the "Reimbursable Parties") for 50% of each and every amount of Environmental Costs (as hereinafter defined) paid by them or any of them at any time following the Closing Date ("Seller's Share").

(b) For purposes of this Agreement, "Active Site" shall mean: (a) any Chemical Plant Site (as hereinafter defined) and (b) any other property owned, leased, operated or used by any DSCC Company in the conduct of the Chemicals Business as of the Closing Date and which is used by any DSCC Company for any period of time following the Closing Date (except solely pursuant to Section 8.21 hereof) (i) for the production, manufacture, sale or distribution of products in the Chemical

Business, or (ii) for the release, storage or disposal of Polluting Substances. For the purposes of this Agreement, "Chemical Plant Site" shall mean the real property contained within the physical boundary or boundaries (whether or not individual parcels within such boundary or boundaries are separated by public or private roads, easements, access ways or similar interests) of each of DSCC's chemical plants including, without limitation, those chemical plants listed (together with other Active Sites) on Schedule 10.01.

(c) For purposes of this Agreement, "Environmental Costs" shall mean any and all costs and expenses paid or incurred by any of the Reimbursable Parties by reason of, relating to, resulting from or arising out of any damage to a natural resource, threat to the environment, pollution or the presence of hazardous wastes or other Polluting Substances on, under or over the surface of any Active Site, or emanating therefrom by reason of, or caused in whole or in part by, any event, condition or circumstance occurring or existing at any Active Site at any time before or after the Closing. Environmental Costs shall include, without limitation, all costs, expenses, governmental fines or penalties relating to: (i) environmental remediation (including,

without limitation, the removal, clean-up, disposal, restraint of migration, encapsulation and ground water remediation of Polluting Substances), and (ii) actions, equipment, systems, process additions or revisions (including, without limitation, engineering or other studies, construction and installation) reasonably required to bring any Active Site or any area damaged by emanations of Polluting Substances from any Active Site into and to maintain compliance with any Environmental Law, or to mitigate future claims, losses, liabilities, costs, or governmental fines or penalties as contemplated by any Environmental Law.

(d) Seller's obligations under this Article X shall apply to all Environmental Costs relating to, resulting from or arising out of conditions, events or circumstances acknowledged in writing by Seller or discovered by any Reimbursable Party and as to which Seller is provided written notice by such Reimbursable Party prior to the expiration of ten years following the Closing Date; provided, however, that (i) Seller's Share shall be limited in the aggregate to \$75,000,000, and (ii) either Buyer or OPC, at its sole election and discretion, may allocate all or any portion of said \$75,000,000 which has not been previously reimbursed by

Seller pursuant to Section 10.02 hereof to any one or more of the Pass-Through Purchasers; provided further, however, that either OPC or Buyer shall give Seller written notice of each such allocation not later than the second anniversary of the Closing Date.

(e) For purposes of this Article X, the term "Environmental Laws" shall mean Environmental Laws as defined in Section 2.07(f) hereof including changes made to such Environmental Laws after the date of this Agreement and changes made to such Environmental Laws but as to which compliance periods have not yet expired at the expiration of the ten-year period following the Closing Date.

Section 10.02 Payment.

(a) Within 30 calendar days after receiving written notice from a Reimbursable Party to the effect that any Environmental Costs have been paid by or on behalf of the Reimbursable Party, accompanied by appropriate documentation evidencing the payment thereof, certified as being true and correct by the Reimbursable Party, Seller shall reimburse such Reimbursable Party for Seller's Share of any Environmental Costs paid by or on behalf of such Reimbursable Party.

(b) Each Reimbursable Party shall provide Seller and its agents the right of reasonable access to its facilities and records and audit of any engineering or other technical studies and accounting or other records in such Reimbursable Party's possession that are reasonably necessary for Seller to verify the amount of any Environmental Costs for which such Reimbursable Party has claimed payment. Any payment made by Seller pursuant to this Section 10.02 shall be made without prejudice to Seller's right to protest the propriety of such payment. If Seller shall not make any reimbursement due hereunder within such 30 calendar day period and Seller subsequently makes such reimbursement or is found to be responsible therefor, Seller shall pay to the Reimbursable Party interest at the Interest Rate on the amount of such reimbursement from the expiration of such period until the date of reimbursement.

Section 10.03 Application of Insurance Proceeds.

Any amount paid by any Current Carrier (as a result of any claim filed by any Insured Party whether before or after the Closing Date) with respect to any Environmental Costs paid at any time following the Clos-

ing shall be paid over promptly by the recipient of such amount to DSCC and Seller in equal amounts.

ARTICLE XI

Termination and Amendment

Section 11.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of the parties hereto;

(b) upon written notice by any party hereto, if (i) any court of competent jurisdiction in the United States or any other United States Governmental Agency shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement or any of the Related Documents and (ii) such order, decree, ruling or other action shall have become final and nonappealable; and

(c) upon written notice at any time on or after October 31, 1986 by any party hereto, if the Closing has not occurred by October 31, 1986; provided, however, that the failure to close is not the result of a breach of this Agreement by the terminating party.

Section 11.02 Obligations Shall Cease. In the event that this Agreement shall be terminated pursuant to Section 11.01 hereof, all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party except (a) for the obligations with respect to confidentiality contained in Section 8.03 hereof, (b) as set forth in Section 11.03 hereof, and (c) with respect to terminations pursuant to Section 11.01(c) hereof, as to any party whose breach of this Agreement resulted in the failure to close.

Section 11.03 Fees and Expenses. Each party hereto shall pay all of the fees and expenses incurred by it in connection herewith.

ARTICLE XII

Miscellaneous

Section 12.01 Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 12.02 Notices. Any notices or other communications required or permitted hereunder shall be given in writing and shall be delivered or sent by next day delivery service, personal delivery or certified or registered mail, postage prepaid, addressed as follows:

If to OPC, to:

Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Gerald M. Stern, Esq.

If to Oxy-Chem, to:

Occidental Chemical Holding Corporation
c/o Occidental Chemical Corporation
800 Connecticut Avenue
Norwalk, Connecticut 06850
Attention: President

With copy to OPC

If to Buyer, to:

Oxy-Diamond Alkali Corporation
c/o Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Gerald M. Stern, Esq.

If to DSCC following the Closing, to:

Diamond Shamrock Chemicals Company
c/o Occidental Chemical Corporation
800 Connecticut Avenue
Norwalk, Connecticut 06850
Attention: President

With copy to OPC

If to OPC, Oxy-Chem or Buyer, or if to DSCC following the Closing, copies to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: Jeffrey W. Tindell, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
515 S. Figueroa Street
Los Angeles, California 90071
Attention: Jerome L. Coben, Esq.

If to Seller, to:

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201
Attention: James F. Kelley, Esq.

Copy to:

Jones, Day, Reavis & Pogue
2300 LTV Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert A. Profusek, Esq.

or to such other address as shall be furnished in writing by such party, and any such notice or communication shall be effective and be deemed to have been given as of the date so dispatched, delivered or mailed; provided, that, any notice or communications changing any of the addresses set forth above shall be effective and deemed given only upon its receipt.

Section 12.03 Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, except (a) that without any such prior written consent, Buyer may assign any or all of its rights, interests and obligations hereunder to any directly or indirectly wholly owned subsidiary of OPC, provided, however, that, any such subsidiary agrees in writing to be bound by all of the terms, conditions and provisions contained herein and that each of Buyer, OPC and Oxy Chem shall remain liable under its respective obligations set forth in this Agreement notwithstanding any such assignment; and (b) as contemplated by Articles IX and X hereto.

Section 12.04 Other Action. Consistent with the terms and conditions hereof and subject to the limitations set forth in Section 8.05(b) hereof, each party hereto will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to

carry out this Agreement or any of the Related Documents and the transactions contemplated hereby and thereby. As to all cases in which DSCC has a post-Closing obligation set forth in this Agreement or any Related Document, at the Closing Buyer shall cause DSCC to execute an undertaking in the form set forth in Exhibit 12.04 to perform such obligation. After the Closing Date, Seller and Buyer shall cooperate in good faith to determine whether any assets held by any of the DSCC Companies immediately after the Closing are not related to the Chemicals Business, in which event Buyer shall cause DSCC at Seller's expense to transfer such assets to the Diamond Company designated by Seller.

Section 12.05 Entire Agreement. Each of the Schedules and Exhibits referred to herein, whether or not attached hereto, are hereby incorporated in and made a part of this Agreement as if set forth in full herein. This Agreement and the Related Documents constitute the sole and entire agreement among the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede all prior arrangements or understandings with respect thereto; and there are no express or implied restrictions, agreements, promises, representations, warranties, covenants or undertakings other than

those expressly set forth herein or therein. Notwithstanding any other provision of this Agreement, this Agreement shall not affect the rights and obligations of the parties to each other which existed prior to March 12, 1986, except as set forth in this Section 12.05.

Section 12.06 Third Parties. Except as specifically set forth or referred to herein (including, without limitation, Articles IX and X and Section 12.03 hereof), nothing herein expressed or implied is intended or shall be construed to confer upon or give any Entity, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 12.07 Right of Seller to Proceed Against Certain Parties. In the event of any breach of this Agreement, for which breach two or more of Buyer, OPC, Oxy-Chem and DSCC are responsible, Seller may proceed against any such responsible party without first or simultaneously proceeding against any other responsible party.

Section 12.08 Counterparts. This Agreement may be executed in two or more counterparts all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 12.09 Governing Law. This Agreement shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

Section 12.10 Other Matters.

(a) The parties hereto agree that for a period of twelve years following the Closing Date they will or, in the case of less than majority owned Entities, will use their best efforts to, take all necessary action to ensure that all corporate books and records of the DSCC Companies with respect to periods ending on or before the Closing Date in the possession or control of any of them shall be open for inspection by representatives of each other party at any time during regular business hours and that each other party may during such period at its expense make such excerpts therefrom as it may reasonably request.

(b) For a period of twelve years following the Closing Date (or for such longer period as may be required by law or governmental regulation), no party hereto shall destroy or give up possession of any original or final copy of any of the books and records relating to environmental matters at any facility of any DSCC Company without first offering Seller the opportunity, at its expense, to obtain such original or final copy or a copy thereof. During such period, each party shall use its best efforts to cooperate with each other party and make available such books and records to the employees of such other party, its subsidiaries and the DSCC Companies to the extent that such other party may reasonably require for its corporate and other business purposes (including, without limitation, attendance at depositions or legal proceedings, or audits requested by such other party to be performed by such other party's independent accountants for any period through the Closing Date).

Section 12.11 Historical Obligations.

(a) Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of the other Diamond Companies to, use its and their best efforts to obtain at the earliest practicable date, whether before or after

the Closing Date, any amendments, novations, releases, waivers, consents or approvals necessary to have each of the DSCC Companies released from its obligations and liabilities under the Historical Obligations. Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of the other Diamond Companies to, remain in compliance with its and their respective obligations under each of the Historical Obligations to the extent any Diamond Company remains obligated or has any liabilities thereon.

(b) If reasonably necessary in the circumstances, Seller's obligations to use its best efforts shall include, without limitation, providing its guarantee or the guarantee of any of the other appropriate Diamond Companies (other than the DSCC Companies) in consideration for the granting or obtaining of any such amendments, novations, releases, waivers, consents or approvals.

(c) Each of Buyer and Oxy-Chem shall provide such information and cooperate fully with each Diamond Company in obtaining any such amendments, novations, releases, waivers, consents or approvals to effect any release of a DSCC Company as provided in Section

12.11(a) hereof; provided, however, that neither of Buyer or Oxy-Chem shall be obligated to execute any guarantees or undertakings or otherwise incur or assume any liability in connection with obtaining any such amendments, novations, releases, waivers, consents or approvals.

Section 12.12 Rules of Construction. Unless the context otherwise requires (a) each term defined in this Agreement has the meaning assigned to it, (b) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP, (c) "or" is disjunctive but not necessarily exclusive, and (d) words in the singular include the plural and in the plural include the singular. No provision of this Agreement shall be construed in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in its drafting or by reason of the extent to which this Agreement or

any such provision hereof is inconsistent with any prior draft hereof or thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Seller:

DIAMOND SHAMROCK CORPORATION

By 

Name: James F. Kelley
Title: Senior Vice President

OPC:

OCCIDENTAL PETROLEUM CORPORATION

By 

Name: Dale R. Laurance
Title: Executive Vice President

Buyer:

OXY-DIAMOND ALKALI CORPORATION

By 

Name: R. B. Casriel
Title: Vice President & Treasurer

Oxy-Chem:

OCCIDENTAL CHEMICAL HOLDING CORPORATION

By 

Name: R. B. Casriel
Title: Vice President & Treasurer

EXHIBIT 1.04

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

NEW WORKING CAPITAL

2846g

OCC 033080

Exhibit 1.04

For purposes of the Agreement and this Exhibit, "Net Working Capital" shall mean DSCC's consolidated (i) current assets, including the sum of "cash and temporary cash investments," "marketable securities," "receivables," "inventories," "prepaid expenses," and "other current assets" less (ii) current liabilities, including the sum of "short-term notes payable," that portion of "long-term debt" and "capital lease obligations" payable within one year, "accounts payable" and "accrued liabilities," all determined in accordance with GAAP, except for and subject to the following adjustments and clarifications:

(a) Prepaid expenses and accrued liabilities shall include only items that are contemplated by the Agreement to remain assets or liabilities of any DSCC Company (specifically excluding all Excluded Assets and all Excluded Liabilities) as of the Closing, such as rent, deposits (including, without limitation, deposits on contracts), wages and salaries, severance and vacation pay, foreign taxes (to include all amounts accrued or prepaid on income earned up to the Closing Date), interest accrued but unpaid on the Assumed Obligations as of

OCC 033081

the Closing Date and unused royalties. Prepaid expenses and accrued liabilities shall exclude prepaid insurance on the insurance policies, if any, that do not apply to any DSCC Company after the Closing and all prepaid and accrued property, sales, income, franchise and other taxes paid, deemed paid or payable to any U.S. state, local or federal government (including deferred taxes), which are to remain the responsibility of Seller. Notwithstanding any other provision in the Agreement, the current portion of the deferred taxes or prepaid taxes related to the Tax Lease in the amount of \$6,794,000 as reflected in the "other prepaid expenses" account on the books of DSCC shall be excluded from the computation of Net Working Capital.

(b) Subject to Paragraphs (d) and (e) hereof, all domestic inventories of raw materials, finished goods and work-in-process shall be valued at the lower of LIFO cost or market and all other inventories shall be valued at the lower of carrying cost or market.

(c) The allowance for doubtful accounts (the "Allowance") recorded by Seller in the accounting records as of the Closing Date shall be used in the working capital computation. All accounts receivable balances, including, without limitation, employee receiv-

ables and advances to employees, over 120 days past due and receivables from former employees ("Past Due Receivables") will be applied to reduce the Allowance starting with the oldest balance first; any excess of the amount of the Past Due Receivables over the balance of the Allowance shall reduce the Net Working Capital amount computed as of the Closing Date and any excess of the Allowance over the amount of the Past Due Receivables shall increase the Net Working Capital amount. DSCC shall maintain records of all Past Due Receivables that were used to reduce the Net Working Capital as above and shall use reasonable efforts to collect payment therefor. DSCC shall provide Seller with a monthly report on the status of the Past Due Receivables and shall reimburse Seller for any monies so collected relating to accounts excluded within 120 days after the Closing Date.

(d) For Obsolete Inventories or Off-specification Inventories, excluding Factory Stores and Supplies Inventory, the excess of cost over Net Realizable Value (as defined below) shall be determined by Seller and recorded in the accounting and inventory records of DSCC prior to Closing Date. Obsolete Inventories shall be written down to no value, and Off Specification Inventories shall be written down to Net Realiz-

able Value ("Net Realizable Value" shall mean realizable value less rework cost if the product can be reworked to meet specifications for a salable product).

(e) In the case of Factory Stores and Supplies Inventory, a reserve equal to 20% of the value in such inventory account as of the Closing Date shall be recorded in the books of DSCC and be applied to reduce the Net Working Capital amount as of the Closing Date. "Factory Stores and Supplies Inventory" shall mean parts and machinery on hand at any DSCC Company which are intended to be used in the repair of machinery and equipment of and supplies for such DSCC Company. The adjustment provided for in this Paragraph (e) shall be binding upon the parties to the agreement and the Accountants. No further adjustment shall be made to factory stores and supplies inventory.

(f) "Obsolete Inventories" shall mean items in inventory no longer salable or usable in the operations of DSCC in the ordinary course. "Off-specification Inventory" shall mean items in inventory that do not meet current specifications for a product to be sold through normal channels in the ordinary course of the Chemicals Business.

(g) If within 30 calendar days following

the Closing Date, DSCC and Seller have failed to agree on the amounts of Obsolete Inventory and Off-specification Inventories, each of DSCC and Seller shall give written notice to the other within 60 calendar days following the Closing Date, which notice, shall, to the extent practicable, set forth in reasonable detail its computation of the relevant amount and the basis for its computation. Both such computations shall be referred for final determination by the Accountants. The Accountants shall make a determination as to each of the items in dispute, which determination shall be (A) in writing, (B) furnished to each of Seller and DSCC as promptly as practicable after the items in dispute have been referred to the Accountants, (C) made in accordance with the principles and procedures set forth above and (D) conclusive and binding upon each of Buyer, Seller and DSCC. The fees and expenses of the Accountants shall be shared equally by DSCC and Seller.

EXHIBIT 1.06(a)

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

CARBOCLORO

2846g

OCC 033086

EXHIBIT 1.06(a)

(a) Carbocloro is the borrower under a Credit Agreement, dated December 22, 1977, among Carbocloro, Citicorp International Bank Limited, as agent, and various other banks (the "Banks"). Seller presently has certain obligations with respect to one-half of the amounts borrowed under such Credit Agreement pursuant to a Guaranty Agreement, dated December 22, 1977, between DSCC and the Banks, a Completion Agreement, dated December 22, 1977, among DSCC, Unipar-Uniao de Industrias Petroquimicas S.A., and the Banks, various amendments and supplements thereto, and the instruments set forth in Attachment 1 hereto (the "Default Resolution"). Such Credit Agreement, Guaranty Agreement and Completion Agreement, as amended and supplemented prior to the date hereof, and the Default Resolution are referred to collectively as the "Carbocloro Credit Agreement." Carbocloro is presently in default under the Carbocloro Credit Agreement.

(b) Following the Closing, DSCC and Oxy-Chem shall use their respective best efforts to consummate the transactions contemplated by the Default Resolution.

(c) Carbocloro will be included as one of the Equity Companies at the Closing.

(d) Following the Closing, Seller shall, and shall cause each of the Diamond Companies to, use its best efforts to consummate the transactions contemplated by the Default Resolution.

(e) DSCC shall (i) indemnify Seller against each and all of the financial obligations, if any, undertaken or contemplated to be undertaken by Seller in favor of the Banks pursuant to the Default Resolution, (ii) satisfy each and all of the financial obligations, if any, undertaken or contemplated to be undertaken by DSCC or OPC in favor of the Banks pursuant to the Default Resolution, (iii) assume the financial risk that the Banks may fail to consummate the transactions contemplated by the Default Resolution, notwithstanding the best efforts of DSCC, Oxy-Chem and Seller and (iv) indemnify Seller against any and all obligations and liabilities (regardless of the date on which the event giving rise to such liability or obligation occurs) to the Banks under the Carbocloro Credit Agreement, which Seller pays or incurs, caused by, resulting from or arising out of the failure of the transactions contemplated by the Default Resolution to be consummated. Oxy-Chem shall guarantee the performance by DSCC of its obligations under this paragraph (e).

OCC 033087

EXHIBIT 1.06(a)

Attachment 1 - "Default Resolution"

The attached copies of letters, telexes and other correspondence are incorporated herein and made a part of this Attachment 1.

Leg-8903

OCC 033088

RCV18192

09:31 09/04/86

RECEIVED
SEP 04 1986

VIA WUI
ZCZC
888401 MIDBKP G

FROM MIDLAND BANK PLC. INTERNATIONAL DIVISION LONDON
TO:R

REC'D: 9-4-86

TIME: 945AM

GRN TO: HAVERT

CC.

I I I I I
R
888401 MIMID G

TO:DIAMOND SHAMROCK CORPORATION. DALLAS, TEXAS
TELEX NO:730337 DIA SHAM DAL DATE:4.9.86R
TELEGRAPHIC ADDRESS " TOWN: I DALLAS

ATTENTION:CPUCK DONNELLY

TO:OCCIDENTAL PETROLEUM CORP., LOS ANGELES: U. S. A.
LELEX NO:673389 GXY PETEILSA DATE:4.9.86
TELEGRAPHIC ADDRESS " TOWN: LOS ANGELES

ATTENTION:JIM HAVERT

COPY TO:CITICORP INVESTMENT BANK
NEW YORK U. S. A.
TELEX NO:6714889 MAIBOP UW DATE:4.9.86R
TELEGRAPHIC ADDRESS " TOWN: NEW YORK

ATTENTION:O. SILVA

FROM: MIDLAND BANK PLC INTERNATIONAL BANKING SECTOR
LONDON

RE: CARBOCLORO S.A. US DLRS 100,000,000 CREDIT AGREEMENT
I DATED AS OF DECEMBER 22, 1977 AS AMENDED

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986
REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL
CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS
OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION,
ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986
AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK
CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED
SEPTEMBER 2, 1986 (THE 'CARBOCLORO PROPOSAL').

-MORE-

OCC 033089

R

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL; SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12 A.M. (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH 6) IN LIEU OF EXERCISING SUCH OPTION.

WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH LHER CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01(K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11(C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PER CENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THEIR RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATING THERE TO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

BEST REGARDS

R

G.H; PIERCER
AREA MANAGER
LONDON BUSINESS UNIT
LATIN AMERICAN REGION
MIDLAND BANK PLC
INTERNATIONAL BANKING SECTOR

OCC 033090

Rev: 02IM/3.00155 Lines: 3

TO: DIAMOND SHAMROCK CORPORATION, DALLAS, TEXAS
TELEX NO.: 730337 DIA SHAM DAL
ATTN: CHUCK DONNELLY

TO: OCCIDENTAL PETROLEUM CORP., LOS ANGELES
TELEX NO.: 673389 OXY PETE LSA
ATTN: JIM HAVERT

TO: CITICORP INVESTMENT BANK, NEW YORK
TELEX NO.: 6714889 NAIBOP UW
ATTN: OSCAR SILVA

FROM: LLOYDS BANK PLC, DALLAS
DATE: SEPTEMBER 3, 1986
RE: CARBOCLORO, S.A.
US DLPS 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

999/FREE FORMAT
120 /TRANS REF;
LP0000LB
179 /NARRATIVE;

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986, REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986, AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE 'CARBOCLORO PROPOSAL').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1985, WE HEREBY CONFIRM THAT WE ELECT TO RECEIVE OUR PRO-RATA SHARE OF THE FEE SET FORTH IN PARAGRAPH 5). WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO

OCC 033091

09/03/86

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SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986, THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

BEST REGARDS

BRIAN M. SMITH
VP AND MANAGER
LLOYDS BANK DALLAS

NNNN

Time: 10:09 09/03/86 CDT

Connect Time : 92 seconds

OCC 033092

OCCNJ 0000391

✓ copy (10)

RCV18176

15:09 09/03/86

LLOYDS BK DAL
MSG LB446

TO: DIAMOND SHAMROCK CORPORATION, DALLAS, TEXAS
TELEX NO.: 730337 DIA SHAM DAL
ATTN: CHUCK DONNELLY

REC'D: 9-3-86

TO: OCCIDENTAL PETROLEUM CORP., LOS ANGELES
TELEX NO.: 673389 OXY PETE LSA
ATTN: JIM HAVERT

TIME: 3:55 PM

GIVEN TO: Havert

TO: CITICORP INVESTMENT BANK, NEW YORK
TELEX NO.: 6714889 NAIBOP LW
ATTN: OSCAR SILVA

CC:

FROM: LLOYDS BANK PLC, DALLAS
DATE: SEPTEMBER 3, 1986
RE: CARBOCLORO, S.A.
US DLRS 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

999/FREE FORMAT
120 /TRANS REF:
LPOOOOLG
179 /NARRATIVE:

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WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1985, WE HEREBY CONFIRM THAT WE ELECT TO RECEIVE OUR PRO-RATA SHARE OF THE FEE SET FORTH IN PARAGRAH 6). WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND

OCC 033093

SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986, THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

BEST REGARDS

BRIAN M. SMITH
VP AND MANAGER
LLOYDS BANK DALLAS

NNNN

LLOYDS BK DAL

1804 09/03
PLS REPLY VIA TRT

OCC 033094

OCCNJ 0000393

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REC'D: 9/3/86
TIME: 7:01
GIVENTO: Havert
CC:

ZCZ? NES717 SD CHA6571

POSSIBLE DUPLICATE

CHA
177828

4994168:NY860903004228002I01=NY 277/NCISCL+ OXYPETE LAS
BT
FROM: CHEMICAL BANK OF NEW YORK
TO: OCCIDENTAL PETROLEUM CORP.
CITY: LOS ANGELES
OUR REF: NY-860903-004228-002
UNTESTED MESSAGE

THIS IS CHEMICAL BANK NEW YORK
SEPT 3, 1986 FF

RECEIVED
SEP 03 1986

ATTN: CHUCK DONNELLEY
DIAMOND SHAMROCK CORPORATION
717 NORTH HARDWOOD STREET, 33RD FLOOR
DALLAS TEXAS 75102
ATTN: JIM HAVERT, OCCIDENTAL PETROLEUM CORP
10889 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90024
FROM: RON POTTER, VICE PRESIDENT
CHEMICAL BANK, 277 PARK AVENUE
NEW YORK, NY 10172

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO
PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN
DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND
SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986
WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH
OPTION NOT LATER THAN 12:00 A.M. (N.Y.TIME) SEPTEMBER 5, 1986 AND,
IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL
BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH (6) IN
LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE
ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND
GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE
CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH
TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION
6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT
CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A

OCC 033095

RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 58 PERCENT INTEREST
IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE
ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND
WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (1) NEITHER SUCH
APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER
OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT
LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE
PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT)
RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK
GUARANTY AND THE UNIPAR GUARANTY, (11) SUCH AGREEMENTS AND SUCH
OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND
THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND
(111) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

CC: CITICORP - 55 WATER STREET
NEW YORK CITY
ATTENTION: O. SILVA
REPLY TO: 177828 CHEM UT

END OF MESSAGE
NNNNMMMMM
1655 09/03

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OCC 033096

OCCNJ 0000395

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ZCZC 2239 LLU626 2237 ITA928
PP LAS
.651
JWK0757
LAS
. LAS JCD691 IN 03/18:27 OUT 03/18:35

REC'D: 9-3-86
TIME: 3:55 PM
GIVEN TO: Havert
CC:

VII0605101-0712(NY)
TLA014 4994168
NFX001 COR1712 NY860903004668002I01
TLN
.NCISCL (NY 277)
4994168 OXYPETE LAS

FROM: CHEMICAL BANK OF NEW YORK
TO: OCCIDENTAL PETROLEUM CORP.
CITY: LOS ANGELES
OUR REF: NY-860903-004668-002
UNTESTED MESSAGE

THIS IS CHEMICAL BANK NEW YORK
SEPT 3, 1986 FF

ATTN:

CHUCK DONNELLEY
DIAMOND SHAMROCK CORPORATION
717 NORTH HARWOOD STREET, 33RD FLOOR
DALLAS, TEXAS 75201

JIM HAVERT
OCCIDENTAL PETROLEUM CORP.
10889 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90024

CC: O. SILVA
CITICORP, 55 WATER STREET
NEW YORK CITY

FROM: RON POTTER, VICE PRESIDENT
CHEMICAL BANK, 277 PARK AVENUE
NEW YORK, NEW YORK 10172

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12:00 A.M. (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH (6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE

OCC 033097

ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND
GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE
CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH
TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION
6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT
CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT
OF THE TRANSFER OF DIAMOND SHAMROCK'S 58 PERCENT INTEREST IN
CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE
GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER
BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL
NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY
RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED
TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF
THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED
THERE TO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK
GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH
OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND
THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND
(III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.
REPLY TO: 420120 CBC UI

END OF MESSAGE

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NNNN

OCC 033098

OCCNJ 0000397

Copy ③

RCV18171

14:04 09/03/86

RCA SEP 03 1650
212361 NCB UR
MSG DKA036

REC'D: 9/3/86
TIME: 204
GIVENTO: Hawert
CC:

TO: OCCIDENTAL PETROLEUM CORP., LOS ANGELES
FM: NATIONAL CITY BANK, CLEVELAND, OHIO

////////// POSSIBLE DUPLICATE - AVOID DUPLICATION //////////

MSG REF: GDS - 36 WEDNESDAY, SEPTEMBER 3, 1986

ATTN: D. SILVA

DATE: SEPTEMBER 3, 1986

RE: CARBOCLORO S.A.
US DLRS. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

RECEIVED
SEP 03 1986

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE CARBOCLORO PROPOSAL').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12 A.M. (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH (6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH

OCC 033099

APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

REGARDS,

GARY D. SLADEK, ACCOUNT OFFICER
INTERNATIONAL DIVISION
NATIONAL CITY BANK

212361 NCB UR

OCC 033100

Copy ④

RCV18172

14:17 09/03/86

EASYLINK 9329524C002 3SEP86 16:04/16:04 EST
FROM: 9102401321 CONTINENTAL UG
CONTINENTAL BANK
TO: 673389

REC'D: 9/3/86
TIME: 2:17
GIVENTO: Havertt
CC:

RECEIVED
SEP 03 1986

FROM: CONTINENTAL BANK
DATE: SEPTEMBER 3, 1986
RE: CARBOCLORO S. A.

US DLRS. 100,000,000 CREDIT AGREEMENT DATED AS OF DECEMBER 22, 1977,
AS

AMENDED WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986
REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE
CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM
DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK
DATED JULY 31, 1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND
SHAMROCK

CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2,
1986 (THE "CARBOCLORO PROPOSAL").

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SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATI
ON.

IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO
CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT
WE WILL

NOTIFY YOU OF THE ELECTION OF SUCH OPTION NO LATER THAN 12 P.M. (NY
TIME)

SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF
SUCH

ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN
PARAGRAPH 6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND

OCC 033101

AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION
AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED
WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF
SUCH TRANSFER,
INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE
CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION
11 (C) OF THE COMPLETION
AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50
PERCENT INTEREST
IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE
ARE GRANTING
OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR
UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH
CONSENT AND WAIVER SHAWER SHALL BE CONSTRUED AS A WAIVER OF ANY
RIGHTS WITH RESPECT TO SUCH
AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER
SEPTEMBER 30, 1986 THE PURCHASE OF THE NOTES PER SECTION 4 OF THE
COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO
THE
DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN
FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND
SUCH WAIVER AND CONSENT

BEST REGARDS,
KATHY M. LYNN
VICE PRESIDENT
MMMM

(II) SUCH AGREEMENTS
AND SUCH OTHER AGREEMENTS
AND EACH OF THE DIAMOND
SHAMROCK GUARANTY AND THE
UNIPAR GUARANTY

OCC 033102

Copy ⑤

RCV18174

14:39 09/03/86

RECEIVED
SEP 03 1986

MEL BNK PGH
OCCIDENTAL PETROLEUM CORP.
LOS ANGELES, CA
ATTN: JIM HAVERT
FOLLOWING IS A COPY OF TELEX SENT TO:
POSSIBLE DUPLICATE
DUE TO GARBLING
SORRY AND THANKS
SEPTEMBER 3, 1986
DIAMOND SHAMROCK CORPORATION
DALLAS, TEXAS
ATTN: CHUCK DONNELLY
RE: CARBOCLORO S.A.
US DLRS. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

REC'D: 9/3/86
TIME: 2:39
GIVENTO: Havert
CC:

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, 1986, AS AMENDED AND/OR SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE "CARBOCLORO PROPOSAL"). WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF LOAN DOCUMENTATION SATISFACTORY TO ALL BANKS (I.E. 100PCT OF EXISTING BANK GROUP). IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12 NOON (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH 6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING) WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER WITH THE CONDITIONS THAT: (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY OTHER RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986, THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSEN, ALL BANKS AGREE TO THE TERMS AND CONDITIONS OF THE AFOREMENTIONED "CARBOCLORO PROPOSAL"; AND ALL BANKS RECEIVE

left
line

- clarif.

OCC 033103

EQUAL TREATMENT.

BEST REGARDS,
KAY A.W. GUERCI
FOR JEFFREY R. DICKSON
VICE PRESIDENT
MELLON BANK PITTSBURGH

MEL BNK PGH

1733 09/03
PLS REPLY VIA TRT

OCC 033104

OCCNJ 0000403

copy ④

R0028

RX-LN1 1343 PDT 09/03/86
ZCZC 2041 LLU618 2040 ITA894
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JWK0747
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REC'D: 9/3/86
TIME: 143
GIVEN TO: ~~_____~~?
CC: Havert

RECEIVED
SEP 03 1986

CHAMAN BK HOU
DIAMOND SHAMROCK CORP.
DALLAS, TEXAS

CC: OCCIDENTAL PETROLEUM CORP
LOS ANGELES, CA

SEPT 3, 1986

RE: CARBOCLORO S.A.
US DLAS 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE 'CARBOCLORO PROPOSAL').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12:00 NOON (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH (6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS

OCC 033105

AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY
SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT
SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

BEST REGARDS,

GARY L. STONE
VICE PRESIDENT
CHASE HOUSTON

CHAMAN BK HOU

CHAMAN BK HOU

1638 09/03

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NNNN

OCC 033106

OCCNJ 0000405

✓ copy (7)

RCV18167

12:43 09/03/86

RCA SEP 03 1529
212525 SNB UR
MSG. RG135
OCCIDENTAL PETROLEUM CORP
LOS ANGELES, CALIFORNIA

SEPTEMBER 3 1986

ATTN: JIM HAVERT

REC'D:

9/3/86

TIME:

1243

GIVEN TO:

Havert

CC:

FROM: SOCIETY NATIONAL BANK
DATE: SEPTEMBER 3, 1986
RE: CARBOCLORO S. A.

US DLRS. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED
WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986
REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL
CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS
OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION,
ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31,
1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK
CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED
SEPTEMBER 2, 1986 (THE CARBOCLORO PROPOSAL).

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO
PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATIS-
FACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION
DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP IN-
VESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM
THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION
NOT LATER THAN 12 A.M. (N.Y. TIME) SEPTEMBER 5, 1986
AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH
ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE
SET FORTH IN PARAGRAPH 6) IN LIEU OF EXERCISING SUCH
OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS
UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND
GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED
WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A
DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMIT-
TATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT
AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN
SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT
OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST
IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY
THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL
AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING
WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT
AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS
WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT
LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986
THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION

OCC 033107

AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE
DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH
AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND
SHAMROCK GUANANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN
FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL
AND SUCH WAIVER AND CONSENT.

BEST REGARDS,
FRANZ PUSSEL
VICE PRESIDENT
SOCIETY NATIONAL BANK
CLEVELAND OHIO
RCA TLX NO. 212525

212525 SNB UR

OCC 033108

OCCNJ 0000407

✓copy ⑧

RCV18175

14:55 09/03/86

VIA WUI
UNIBANCO6801263

TLX. NO. 5416 SEPT 3/86

TO: DIAMOND SHAMROCK CORPORATION, DALLAS, TEXAS
TELEX NO: 730337 DIA SHAM DAL
ATTN: CHUCK DONNELLY

CC: OCCIDENTAL PETROLEUM CORP., LOS ANGELES
TELEX NO: 673389 OXY PETE LSA
ATTN: JIM HAVERT

CC: CITICORP
TELEX NO: 6714889 NAIBOP UW
ATTN: O. SILVA

FROM: UNIBANCO - UNIAO DE BANCOS BRASILEIROS, S/A.
DATE: SEPT. 3/86
RE: CARBOCLORO S. A.

US DLRS. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE 'CARBOCLORO PROPOSAL').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION; IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12 A.M. (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH 6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY

REC'D: 9-3-86

TIME: 305PM

GIVENTO: HAVERT

CC:

RECEIVED
SEP 03 1986

OCC 033109

THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

BEST REGARDS,

MAURICE SALAMANCA / G. R. LIEBLEIN
MANAGER DEPUTY GENERAL MANAGER
UNIBANCO - UNIAO DE BANCOS BRASILEIROS S.A.
NEW YORK BRANCH

UNIBANCO6801263

OCC 033110

OCCNJ 0000409

✓ copy C

RCV18177

15:37 09/03/86

1821 EDT

AMERTRST CLVA
CLEVELAND OHIO SEPT 3 1986

OCCIDENTAL PETROLEUM CORP
LOS ANGELES CALIFORNIA

ATTN JIM HAVERT

REC'D: 9-3-86

TIME: 3:55 PM

GIVENTO: Havert

CC:

FROM: AMERITRUST COMPANY NATIONAL ASSOCIATION
DATE: SEPTEMBER 3, 1986
RE: CARBOCLORO S. A.
8U.S. DLRS. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986 AS AMENDED, AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE 'CARBOCLORO PROPOSAL').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CAROCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF LOAN DOCUMENTATION SATISFACTORY TO ALL BANKS, I.E. 100 PERCENT OF THE EXISTING BANK GROUP, AND PROVIDED THAT THE CARBOCLORO PROPOSAL IS MODIFIED FOR PURPOSES OF CLARIFICATION AS FOLLOWS:

ITEM NO. 6 SHALL READ AS FOLLOWS:

"AS A FEE FOR ACCEPTING THAT PROPOSAL, WE OFFER 4.5 MILLION IN U.S. DOLLARS IN NEW YORK, TO BE DISTRIBUTED AMONG THE BANKS RATABLY ACCORDING TO THE PERCENTAGE WHICH EACH BANK'S ORIGINAL PORTION OF THE TOTAL COMMITMENTS OF ALL BANKS, LESS ALL AMOUNTS (IF ANY) RELENT BY SUCH BANK BEARS TO THE TOTAL OF ALL BANKS' ORIGINAL COMMITMENTS, LESS THE AGGREGATE OF ALL AMOUNTS RELENT BY ALL BANKS.

ITEMS NO. 7 SHALL READ AS FOLLOWS:

EACH BANK HAS THE OPTION TO SUBSTITUTE FOR THE FEE UNDER (6) ABOVE, THE RIGHT TO PUT TO CITICORP INTERNATIONAL BANK S.A. (CIBSA) (HERE CONTINUE AS IN ORIGINAL PROPOSAL)

IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986, WE HEREBY CONFIRM THAT

WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12:00 NOON (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE

OCC 033111

CEPTED THE FEE SET FORTH IN PARAGRAPH (6) IN LIEU OF EXERCISING SUCH
H
OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE
CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND
ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING) WHICH
MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT
LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT
AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE
COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND
SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM
OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL
AND OUR CONSENT AND WAIVER OF ANY OTHER RIGHTS BASED ON OUR
UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH
CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH
RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS
TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF THE NOTES PER
SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS
S
WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY
Y
(II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE
DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN
FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND
SUCH WAIVER AND CONSENT, AND ALL BANKS AGREE TO THE TERMS AND
CONDITIONS OF THE AFOREMENTIONED CARBOCLORO PROPOSAL

REGARDS
MARIANNE T. CANARIO, INTERNATIONAL BANKING OFFICER
AMERITRUST COMPANY NATIONAL ASSOCIATION
CC: DIAMOND SHAMROCK CORPORATION - CHUCK DONNELLY
CITICORP, NEW YORK-O. SILVA

AMERTRST CLVA

REPLY TO 4332027 IN THE USA USING ACCESS CODE 023
FOR LATEST NEWS SPORTS BUSINESS INFO AND MORE KEY 023472222"

OCC 033112

OCCNJ 0000411

Copy (2)

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REC'D: 9/3/86
TIME: 349
GIVENTO: Havert
CC:

62814MHTPARK UW

9-3 SRH 4257H

TO: DIAMOND SHAMROCK CORPORATION, DALLAS TEXAS

TELEX NO: 730337 DIA SHAM DAL

ATTN: CHUCK DONNELLY

TO: OCCIDENTAL PETROLEUM CORP. LOS ANGELES

TELEX NO: 673389 OXY PETE LSA

ATTN: JIM HAVERT

FROM: MANUFACTURERS HANOVER TRUST COMPANY, NEW YORK

DATE: SEPTEMBER 3, 1986

RE: CARBOCLORO S.A.
USDLS. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE ' ' CARBOCLORO PROPOSAL' ').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12 A.M. (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH 6) IN LIEU OF EXERCISING

OCC 033113

CONTINUED

PAGE 1
PAGE 2

SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING) WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

FURTHER, WE UNDERSTAND THAT ' ' AFTER TAKING INTO ACCOUNT ' ' IN PARAGRAPH 6 OF THE LETTER DATED SEPT. 2, 1986 TO CITICORP FROM DIAMOND SHAMROCK (THE CARBOCLORO PROPOSAL) MEANS MINUS AMOUNTS ONLENT BY EACH BANK.

BEST REGARDS,
JOHN D. LANDERS, SENIOR VICE PRESIDENT AND REGIONAL MANAGER
DALILA N. RODRIGUEZ
VICE PRESIDENT
MANUFACTURERS HANOVER TRUST COMPANY, NEW YORK

END OF TEXT

NNNN

OCC 033114

OCCNJ 0000413

copy (12)

Worldwide Communications via TRT

RX-TLX 2008 CDT 09/03/86

VIA WUI
DIASHAM DAL

CIB SPECFIN NYK

SEPTEMBER 2, 1986
QS CARBOCLORO DISK & DOCUMENT 15
TO: DIAMOND SHAMROCK CORPORATION, DALLAS, TEXAS
TELEX NO: 730337 DIA SHAM DAL
ATTN: CHUCK DONNELLY

FROM: CITIBANK, N.A.
DATE: SEPTEMBER 3, 1986
RE: CARBOCLORO S.A.
US DLRs. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE 'CARBOCLORO PROPOSAL').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION, IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12 A.M. (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH 6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, (INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 3.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 58 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986 THE PURCHASE OF THE NLTS PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

BEST REGARDS,

RAYMOND O'KEEFE

CITIBANK, N.A.
890 PALLO

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SEPTEMBER 2, 1986
OS CARBOCLORO DISK 4 DOCUMENT 15

TO: OCCIDENTAL PETROLEUM CORP., LOS ANGELES
TELEX NO: 673389 OXY PETE LSA
ATTN: JIM HAVERT

FROM: CITIBANK, N.A.
DATE: SEPTEMBER 3, 1986
RE: CARBOCLORO S.A.
US DLRS. 100,000,000 CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

WE ACKNOWLEDGE RECEIPT OF YOUR TELEX OF SEPTEMBER 2, 1986 REQUESTING OUR BANK'S CONCURRENCE TO A FINAL PROPOSAL CONCERNING THE CAPTIONED FINANCING, AS SUCH PROPOSAL IS OUTLINED IN A LETTER FROM DIAMOND SHAMROCK CORPORATION, ADDRESSED TO CITICORP INVESTMENT BANK DATED JULY 31, 1986 AND SUPPLEMENTED BY A LETTER FROM DIAMOND SHAMROCK CORPORATION ADDRESSED TO CITICORP INVESTMENT BANK DATED SEPTEMBER 2, 1986 (THE 'CARBOCLORO PROPOSAL').

WE HEREBY CONFIRM TO YOU OUR APPROVAL TO THE CARBOCLORO PROPOSAL, SUBJECT TO NEGOTIATION AND EXECUTION OF SATISFACTORY LOAN DOCUMENTATION. IN REFERENCE TO THE OPTION DESCRIBED IN DIAMOND SHAMROCK'S LETTER TO CITICORP INVESTMENT BANK OF SEPTEMBER 2, 1986 WE HEREBY CONFIRM THAT WE WILL NOTIFY YOU OF THE ELECTION OF SUCH OPTION NOT LATER THAN 12 A.M. (N.Y. TIME) SEPTEMBER 5, 1986 AND, IF WE SHALL HAVE FAILED TO SO NOTIFY YOU OF SUCH ELECTION, WE WILL BE DEEMED TO HAVE ACCEPTED THE FEE SET FORTH IN PARAGRAPH 6) IN LIEU OF EXERCISING SUCH OPTION. WE ALSO CONSENT AND AGREE TO WAIVE ANY RIGHTS UNDER THE CREDIT AGREEMENT, COMPLETION AGREEMENT AND GUARANTY AGREEMENT (AND ANY OTHER AGREEMENT ASSOCIATED WITH THE CARBOCLORO FINANCING WHICH MAY ARISE AS A DIRECT RESULT OF SUCH TRANSFER, INCLUDING WITHOUT LIMITATION ANY RIGHTS UNDER SECTION 6.01 (K) OF THE CREDIT AGREEMENT AND A BREACH OF THE COVENANT CONTAINED IN SECTION 11 (C) OF THE COMPLETION AGREEMENT AS A RESULT OF THE TRANSFER OF DIAMOND SHAMROCK'S 50 PERCENT INTEREST IN CARBOCLORO TO OCCIDENTAL PETROLEUM OR A SUBSIDIARY THEREOF. WE ARE GRANTING OUR APPROVAL OF THE PROPOSAL AND OUR CONSENT AND WAIVER BASED ON OUR UNDERSTANDING WITH YOU THAT (I) NEITHER SUCH APPROVAL NOR SUCH CONSENT AND WAIVER SHALL BE CONSTRUED AS A WAIVER OF ANY RIGHTS WITH RESPECT TO SUCH AGREEMENTS (INCLUDING BUT NOT LIMITED TO THE RIGHTS TO REQUIRE AFTER SEPTEMBER 30, 1986

REC'D: 9/3/86
TIME: 1024
GIVENTO: Havert
CC:

OCC 033116

OCCNJ 0000415

THE PURCHASE OF THE NOTES PER SECTION 4 OF THE COMPLETION AGREEMENT) RELATED THERETO AND ANY RIGHTS WITH RESPECT TO THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY, (II) SUCH AGREEMENTS AND SUCH OTHER AGREEMENTS AND EACH OF THE DIAMOND SHAMROCK GUARANTY AND THE UNIPAR GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AND (III) ALL BANKS GRANT SUCH APPROVAL AND SUCH WAIVER AND CONSENT.

BEST REGARDS,

RAYMOND O'KEEFE

CITIBANK, N.A.
SAO PAULO

CIB SPECFIN NYK

.....

OCC 033117

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09/03/86

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DIASHAM CORP DAL

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0700337:CAR-022+ DIA SHAM DAL
ATTN (WILLIAM EVANS/CHUCK DONNELLY)
DIAMOND SHAMROCK CORPORATION-DALLAS, TEXAS

BT
SEPTEMBER 2, 1986

RE: CAROCCLORO S.A. INDUSTRIAS QUIMICAS
U.S.D. 100 MILLION CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977

AS HAS BEEN DISCUSSED WITH YOU BY TELEPHONE, WE HAVE RECEIVED THE FOLLOWING FINAL PROPOSAL FROM CAROCCLORO'S SHAREHOLDERS AND OCCIDENTAL PETROLEUM CORP. THE FORM OF THE PROPOSAL IS SET FORTH BELOW AND SUPPLEMENTS THE MATERIAL DISTRIBUTED AT THE BANK MEETING ON AUGUST 7, 1986. YOUR CONCURRENCE TO THIS FINAL PROPOSAL, SUBJECT TO EXECUTION OF SATISFACTORY LOAN DOCUMENTATION, IS REQUESTED BEFORE 5 P.M. (NY TIME) ON SEPTEMBER 3, 1986 FOR THE REASONS OUTLINED BELOW. CAROCCLORO'S SHAREHOLDERS AND OCCIDENTAL PETROLEUM CORP. RESERVE THE RIGHT TO WITHDRAW THE PROPOSAL AT ANY TIME THEREAFTER IF ONE OR MORE BANKS HAVE NOT CONCLUDED THEREWITH AT SUCH TIME. IF YOU AGREE TO THE PROPOSAL OUTLINED BELOW, PLEASE SEND US YOUR APPROVAL BY TELEX IN THE FORM ATTACHED BELOW.

QUOTE
SEPTEMBER 2, 1986

MR. HUGO VERDEGAAL
VICE PRESIDENT
CITICORP INVESTMENT BANK
50 WATER STREET
NEW YORK, NY 10043

RE: CAROCCLORO SA
USDLS 100 MILLION CREDIT AGREEMENT
DATED AS OF DECEMBER 22, 1977, AS AMENDED

DEAR HUGO:

SUBSEQUENT TO THE BANK GROUP MEETING OF AUGUST 7, 1986 AND VARIOUS DISCUSSIONS, BELOW I HAVE OUTLINED THE REVISIONS THE PROJECT SPONSORS AND CAROCCLORO WOULD LIKE TO PROPOSE TO OUR LETTER TO YOU DATED JULY 31, 1986. THESE CHANGES ALSO HAVE THE SUPPORT OF OCCIDENTAL PETROLEUM CORPORATION.

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Worldwide Communications

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Worldwide

Worldwide Communications via TRT

ns via TRT

1. THE APPROXIMATELY US\$33.3 MILLION OF UNPAID PRINCIPAL WILL BE AMORTIZED IN THREE SEMI-ANNUAL INCREMENTS OF 11.1 MILLION DOLLARS COMMENCING DECEMBER 30, 1986, PER THE PRESENT AGREEMENT, AS AMENDED.
2. THE OUTSIDE 'PUT DATE' FOR SUSPENDED GUARANTOR OBLIGATIONS UNDER THE INTERIM DEPOSIT ARRANGEMENT WILL BE DECEMBER 31, 1991. FOR AN ACCOUNT, IT WILL BE DECEMBER 31, 1987.
3. THE QUICK ASSET AND CURRENT RATIO COVENANTS WILL BE DELETED.
4. CARBOCLORO WILL BE GRANTED BORROWING CAPACITY OF UP TO US\$18 MILLION EQUIVALENT IN SHORT OR LONG TERM INDEBTEDNESS.
5. A MORTGAGE WILL NOT BE GRANTED TO THE BANKS BY CARBOCLORO, BUT THE NEGATIVE PLEDGE COVENANT WILL CONTINUE.
6. FOR ACCEPTING THIS PROPOSAL, WE ARE PREPARED TO OFFER 4.5 MILLION IN U.S. DOLLARS IN NEW YORK, TO BE DISTRIBUTED AMONG THE BANKS ACCORDING TO THEIR PERCENTAGE PARTICIPATION IN THE CREDIT AGREEMENT AFTER TAKING INTO ACCOUNT AMOUNTS ONLENT BY EACH BANK.
7. EACH BANK HAS THE OPTION TO SUBSTITUTE THE FEE UNDER 6) ABOVE FOR THE RIGHT TO PUT TO CITICORP INTERNATIONAL BANK S.A. (CIBSA) AT PAR (PLUS ACCRUED INTEREST) OF A PRINCIPAL AMOUNT OF PHASE III DEPOSITS (I.E. INTERIM DEPOSITS ESTABLISHED WITH THE CENTRAL BANK OF BRAZIL IN RESPECT OF PAYMENTS BY BRAZILIAN BORROWERS DURING 1985 WHICH ARE EXPECTED TO BECOME SUBJECT TO AMENDMENT NO. 1 TO THE DEPOSIT FACILITY AGREEMENT DATED JULY 25, 1985) EQUAL TO ITS RELEVANT FEE AMOUNT DIVIDED BY .225. ALL RIGHTS TO ACCRUED AND UNPAID INTEREST SHALL PASS TO CIBSA. UPON SUCH PURCHASE BY CIBSA, DIAMOND SHAMROCK WILL PAY TO CIBSA A FEE EQUAL TO THE FEE APPLICABLE TO THE BANK EXERCISING SUCH OPTION.

DUE TO THE FACT THAT THE CLOSING FOR THE SALE OF OUR CHEMICALS BUSINESS TO OCCIDENTAL PETROLEUM IS NOW SCHEDULED FOR SEPTEMBER 4, 1986, WE WOULD APPRECIATE RECEIVING THE WRITTEN ACCEPTANCE OF EACH BANK TO THIS PROPOSAL AND THE CONSENT AND WAIVER SET FORTH IN THE FORM OF THE TELEX RESPONSE NOT LATER THAN 5 P.M. N.Y. TIME) ON SEPTEMBER 3.

IN LIGHT OF THE PAST CONSIDERATION RECEIVED BY THE BANK GROUP PER THE ORIGINAL PRICING WHICH REFLECTED FULL ACCEPTANCE OF SOVEREIGN RISK, WE BELIEVE THE ABOVE PROPOSAL AND CONSIDERATION OFFERED IS A VERY FAIR AND EQUITABLE RESOLUTION TO THE ISSUES.

REGARDS,

C.E. DONNELLY
GENERAL MANAGER TREASURY OPERATIONS
UNQUOTE

QUOTE

FORM OF TELEX

TO: DIAMOND SHAMROCK CORPORATION, DALLAS, TEXAS
TELEX NO: 700337 DIA SHAM DAL
ATTN: CHUCK DONNELLY

tions via TRT

Worldwide Communications via TRT

Worldwide

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OCCNJ 0000418

09/03/86

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Worldwide Communications via TRI

BEST REGARDS,

=BANK OFFICER'S NAME AND TITLE=
=BANK NAME=

CC: 6714889 NAIBOP LW
CITICORP
ATTN: D. SILVA

UNQUOTE
OSCAR E. SILVA
CITICORP INVESTMENT BANK
NEW YORK

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Diamond Shamrock

July 31, 1986

Mr. Hugo P. Verdegaal
Citicorp Investment Bank
55 Water Street
New York, New York 10043

Dear Hugo:

Earlier this year, Diamond Shamrock Corporation was discussing with you the restructuring of the indebtedness of Carbocloro S.A. Industrias Químicas under the December 22, 1977 Credit Agreement. These discussions were suspended in June when Diamond Shamrock's negotiations with Occidental Petroleum Corporation expanded to include the possible acquisition by Occidental of the stock of Carbocloro presently owned by Diamond Shamrock.

Both Diamond Shamrock and Occidental now feel that the pending restructuring of the Carbocloro debt will have to be completed before the sale of Carbocloro can take place. In an effort to bring the restructuring to a mutually satisfactory conclusion, we have reviewed the Summary of Terms prepared earlier this year, Diamond Shamrock's June 2, 1986 letter to the banks in the Carbocloro credit, and our subsequent discussions with you. Based on that review, we would like to suggest that the existing agreements be modified substantially as follows:

1. Completion of the Project. The Completion Agreement Termination Date shall be permitted to occur as contemplated in Section I of the Summary of Terms, except that the necessary engineer's certification will be based on any seven consecutive days in the first six months of 1986 rather than in 1985. The occurrence of the Completion Agreement Termination Date will result, among other things, in the release of the obligations of Diamond Shamrock and UNIPAR under the existing Completion Agreement and Guaranty Agreements. All testing and approvals necessary for the banks to determine completion will take place prior to the acquisition by Occidental.

2. Principal Payments.

(1) All obligations of Carbocloro, UNIPAR and Diamond Shamrock or Occidental will be completely discharged with respect to the approximately \$33.3 million which has been paid to the Central Bank under Deposit Facility Agreements. When the approximately \$33.3 million which is presently on deposit with the

Diamond Shamrock Corporation
World Headquarters, 717 North Harwood Street, Dallas, Texas 75201 Phone: 214 922-2000

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OCCNJ 0000420

Central Bank under Interim Deposit Arrangements is converted to a deposit under a Deposit Facility Agreement, their obligations will likewise be discharged as to that amount.

(ii) The appropriate payment schedule for the approximately \$33.3 million of unpaid principal will be proposed at an upcoming bank meeting.

(iii) All future principal payments made by Carbocloro under a Deposit Facility Agreement will fully discharge the obligations of Carbocloro; UNIPAR and Diamond Shamrock or Occidental with respect thereto.

(iv) If a Deposit Facility Agreement is not in place with respect to a required payment, payments may be made by Carbocloro under an Interim Deposit Arrangement, which will be converted into a deposit under a Deposit Facility Agreement when such an agreement comes into place. If no Interim Deposit Arrangement is in place with respect to a required payment, the payment may be made into an Account with Citibank in Sao Paulo, which will be converted into a deposit under an Interim Deposit Arrangement or a Deposit Facility Agreement when they become available.

3. Interest.

(i) The interest rate will increase by one-eighth percent to LIBOR plus 2-3/8%.

(ii) Carbocloro will continue to be required to pay interest on the unpaid principal in dollars in New York City. If a principal payment is made to the Brazilian Central Bank under an Interim Deposit Arrangement, the amount of the payment will not be deemed to have been paid to the banks and thus will continue to bear interest at LIBOR plus 2-3/8%. Carbocloro will receive credit for any amounts paid to the banks in dollars in New York by the Brazilian Central Bank, however, the obligation of Carbocloro to pay the balance, if any, of such interest will be suspended. If a Deposit Facility Agreement comes into existence with respect to any payment made under any Interim Deposit Arrangement, any suspended interest obligation will terminate.

(iii) Principal installments with respect to which payments are made into an Account will also continue to bear interest at LIBOR plus 2-3/8%.

4. Adjustments to Accounts. If any Account is established, Carbocloro periodically will pay into the Account any additional amounts required to cause the amount on deposit to equal the Brazilian currency equivalent of the principal paid into the Account plus accrued interest, if such amount on deposit falls

OCC 033122

below 95% of that equivalent. If the amount on deposit increases to more than 105% of that equivalent, Carbocloro shall have the right periodically to withdraw the excess of such amount on deposit over that equivalent.

5. Guaranty.

(i) Diamond Shamrock or Occidental will guarantee the unpaid principal of approximately \$16.7 million on the Series B Notes, plus interest accruing thereon, and UNIPAR will give a corresponding guaranty of the Series A Notes.

(ii) If Carbocloro is prevented by an Event of Inconvertibility from paying dollars in New York City and no Deposit Facility Agreement is in place, all obligations of Diamond Shamrock or Occidental with respect to both principal and interest will nonetheless be suspended until December 31, 1993 to the extent an appropriate deposit is made under an Interim Deposit Arrangement, and to December 31, 1989 to the extent a deposit is made under an Account.

(iii) Diamond Shamrock or Occidental and UNIPAR will have the right to purchase the Series B and Series A Notes, respectively, for an amount of U.S. dollars equal to the unpaid principal amounts plus accrued interest. All amounts paid under a Deposit Facility Agreement will, as indicated in Section 2(i), be credited against the unpaid principal of the Notes.

6. Credit Agreement Amendments. The Credit Agreement, as previously amended, will be revised as follows:

(i) Occidental will be permitted to own Diamond Shamrock's interest in Carbocloro.

(ii) The "quick asset", current ratio and short term debt provisions in the Credit Agreement will be revised once the amortization schedule of the \$33.3 million of unpaid principal has been resolved.

(iii) Carbocloro will "top off" the 432 account before any dividends can be remitted to the Shareholders.

(iv) The other provisions of the Credit Agreement will be revised substantially as contemplated by the Diamond Shamrock Summary of Terms and the June 2, 1986 supplement.

7. Security. A mortgage will be granted to the banks by Carbocloro when the restructuring is effective.

8. Remuneration. In the interest of resolving this matter promptly, we will agree to a payment of \$1,000,000 at closing in local Brazilian currency, to be distributed among the banks

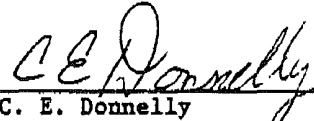
Mr. Hugo P. VerdegaaI
July 31, 1986
Page 4

according to their percentage participation in the Credit Agreement.

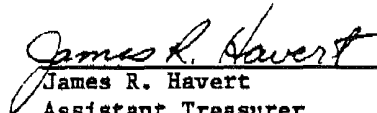
It is our understanding that the waiver which has presently been requested from the banks will expire at the end of September. We presently expect that this will provide sufficient time for consummation of the agreements between Occidental and Diamond Shamrock, obtaining approval from the Central Bank of Brazil and completing the other necessary transactions and approvals.

We look forward to discussing the Carbocloro loan with you shortly, with a view to resolving the entire situation in the immediate future.

Very truly yours,



C. E. Donnelly
General Manager, Treasury Operations
Diamond Shamrock Corporation



James R. Havert
Assistant Treasurer
Occidental Petroleum Corporation

OCC 033124

CITICORP INVESTMENT BANK

Citibank, N.A.
55 Water Street
44th Floor
New York, N.Y.
10043

TO: ALL PARTICIPATING BANKS

RE: Carbocloro S.A. Industrias Quimicas - U.S. \$ 100,000,000
Credit Agreement Dated as of December 22, 1977

DATE: June 6, 1986

Following the delivery on April 18, 1986 of a Summary of Terms detailing the restructuring plan for Carbocloro and its subsequent review by the Banks, several discussions have been held with the syndicate.

With a view towards finalizing Carbocloro's restructuring, Diamond Shamrock Corporation ("Diamond Shamrock"), Unipar-Uniao de Industrias Petroquimicas S.A. ("Unipar") and Carbocloro have proposed several revisions to the Summary of Terms previously sent to you. Said revisions are described in a letter from Diamond Shamrock, on behalf of Diamond Shamrock, UNIPAR and Carbocloro, dated June 2, 1986 and attached to this letter. The attached letter also spells out the position of Diamond Shamrock, UNIPAR and Carbocloro in respect to the assumption of sovereign risks by the Banks.


In reference to the changes to the dividend covenant explained in the attached letter, please note that the 432 account is a U.S. Dollar denominated account with the Central Bank of Brazil pursuant to Resolution 432 which provides hedging against foreign exchange variations.

Please send us your written approval to the Summary of Terms, as amended by the attached letter, subject to satisfactory loan documentation, not later than June 16th. It is the intention of Carbocloro, Diamond Shamrock and UNIPAR to reach an agreement in principle prior to the next principal payment date of June 30, 1986. Furthermore, it is the intention of Carbocloro to remit the proposed rescheduled principal amount of U.S. \$ 5,555,575 plus interest on June 30, 1986 and to open deposits for an additional amount of up to U.S. \$ 5,555,575 pursuant to Resolution 432 of the Central Bank of Brazil. ?

In order to allow time to finish and execute the legal documentation of this transaction and to obtain pertinent approvals from the Central Bank of Brazil, Diamond Shamrock and UNIPAR have requested the Banks a 60 day waiver of their obligations to purchase the Notes under Section 5 of the Completion Agreement until September 1, 1986.

Please communicate your response to Telex No. 6720643 CIB SPECFIN NYK, Attention: Hugo Verdegaal/Oscar E. Silva. If you have any questions, please contact the undersigned (212-825-8759).

Regards,


Oscar Silva
Citibank, N.A.,
as Agent

OCC 033125

OCCNJ 0000424



Diamond Shamrock

June 2, 1986

TO: ALL BANKS PARTICIPATING IN THE
CARBOCLORO SA INDUSTRIAS QUIMICAS CREDIT FACILITY

Gentlemen:

Subsequent to the distribution of the Summary of Terms proposal and its review by the banks, further discussions have been held either in person or via telephone with the syndicate regarding the issues. Our assessment of these issues can be broadly categorized into three areas:

- (1) Commercial risk - While important, they are clearly solvable.
- (2) Sovereign risk - Varied positions given banks' size, international portfolio, and policy toward Brazil.
- (3) Remuneration - Related to issue #2 but also reflective of the work involved in completing the restructuring.

Given the sensitivity and importance of sovereign risk to this transaction in the current environment, it is important that the position of the Shareholders with regard to this issue be stated again at this time.

Sovereign Risk

While not explicitly addressed in the original documentation, it is the banks' contention that sovereign risk is presently for the account of the Shareholders since the Completion Agreement has not been satisfied. Subsequent to completion, sovereign risk was to be clearly for the banks account, which is reflected in the pricing of LIBOR + 2-3/8% p.a. This point is further supported by the Letter Agreements signed dealing with the deposits created under the Deposit Facility Agreements for 1983 and 1984, respectively, where D.F.A. deposits were deemed payment for both Carbocloro and the Shareholders provided we eventually met completion. In essence, the banks are using the failure of Carbocloro of satisfying the commercial risk (i.e. meeting the

Diamond Shamrock Corporation
World Headquarters, 717 North Harwood Street, Dallas, Texas 75201 Phone: 214 922-2000

OCC 033126

OCCNJ 0000425

cash flow test within the Completion Agreement) to hold the Shareholders responsible for the sovereign risk.

Revisions to Proposed Summary of Terms

In an effort towards finalizing the restructuring, the Shareholders and Carbocloro offer the following revisions to the Summary of Terms:

- (A) Dividends - Carbocloro will "top off" the 432 account before any dividends could be remitted to the Shareholders.
- (B) Mortgage - A mortgage will be granted to the banks until:
 - (1) The debt gets paid either in New York or deposited into a Deposit Facility Agreement; or
 - (2) if there is an acceleration against the Guarantors.
- (C) Current Ratio - The Current Ratio will revert back to 1 to 1.
- (D) Sovereign Risk
 - (1) Guarantors are released of any further obligation if Carbocloro makes payment of principal under a D.F.A.
 - (2) Guarantors obligation for both principal and interest is suspended under an Interim Deposit Arrangement until:
 - (a) The I.D.A. converts to a D.F.A.; or
 - (b) December 31, 1993.
 - (3) Guarantors obligation for both principal and interest is suspended under an Account Arrangement until:
 - (a) The Account Arrangement converts to a D.F.A.; or
 - (b) December 31, 1989.
- (E) Remuneration:
 - (1) Restructuring Fee - \$350,000 payable at closing in local Brazilian currency to be distributed amongst the banks per their percentage participation.
 - (2) Increase in Loan Spread - 1/8% p.a. scheduled to occur at Completion per original Credit Agreement.

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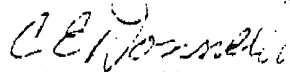
Other changes will undoubtedly need to be made to the Summary of Terms to parallel the above revisions.

Action Plan

Given the June 30th deadline, we need your response by June 16th. It is unlikely at this point to expect to have formal documentation executed and approval from the Central Bank of Brazil by June 30th. Nevertheless, it is our objective to reach an agreement in principal within that time frame and have Carbocloro remit the rescheduled amount of \$5.5 million in principal plus interest on the payment date.

In order to document the transaction and receive local approval within Brazil, we are also requesting an additional 60-day waiver period from 6/30/86 in order to accomplish the above.

Sincerely,



C. E. Donnelly
General Manager, Treasury Operations

On behalf of Diamond Shamrock Corporation, Unipar, and Carbocloro.

OCC 033128

Citibank, N.A.
55 Water Street
New York, N.Y.
10043

April 19, 1986

TO: All Participating Banks

RE: Carbocloro S.A. Industrias Quimicas - U.S. \$ 100,000,000
Credit Agreement dated as of December 22, 1977

We refer to (i) the Credit Agreement dated December 22, 1977, as amended (the "Credit Agreement"), among Carbocloro S.A. Industrias Quimicas ("Carbocloro"), the Banks parties thereto (the "Banks") and Citibank, N.A., as Agent (the "Agent") for the Banks, and (ii) the Completion Agreement dated December 22, 1977, as amended (the "Completion Agreement"), among Diamond Shamrock Corporation ("Diamond Shamrock"), Unipar - Uniao de Industrias Petroquimicas S.A. ("UNIPAR"), the Agent and the Banks.

As you know, the Carbocloro plant expansion has been constructed ahead of schedule and below budgeted cost. We have been informed by Carbocloro that the plant has the capacity to produce the specified amounts of chlorine and caustic soda and has been operating at capacity since February, 1985. A chart provided by Carbocloro which details the sales and profit performances as well as the plant performance for the periods 1981 through 1985 is enclosed with this letter. We have been informed by Carbocloro that, due to the economic recession in Brazil, high inflation, foreign exchange accounting treatment and limited allowance for price increases for Carbocloro's main products, net income and cash flow have been adversely affected throughout the period since 1981, negatively impacting Carbocloro's liquidity and ability to service its debt.

For these reasons, Carbocloro, Diamond Shamrock and UNIPAR have proposed a restructuring plan. The restructuring plan contemplates, among other things, various amendments to the Credit Agreement and Completion Agreement. In exchange for the termination of the Completion Agreement, the shareholders have offered guarantees of the remaining unpaid principal balance of the loan of \$ 44.4 million. Following the effective date of the guarantees, the loan spread will increase by 1/8% p.a. to a total of 2-3/8% p.a. over LIBOR. Various other provisions are proposed to be amended to reflect the Deposit Facility Arrangements and the Interim Deposit Arrangement which have been in effect for 1983, 1984, and 1985, and which may apply in the future. The details of the restructuring plan are more fully described in the enclosed Summary of Terms.

Carbocloro's financial statements as of December 31, 1985 are also enclosed. In addition, financial projections for Carbocloro for the 1986-89 period are also enclosed with this letter. The financial projections reflect the

OCC 033129


restructuring plan outlined in the enclosed Summary of Terms. Such projections include a summary of economic assumptions related to the future economic and technical performance of Carbocloro.

Diamond Shamrock's Annual Report for 1985, including financial statements as of December 31, 1985, and UNIPAR's financial statements as of December 31, 1985 are also enclosed with this letter.

Relatedly, as you know, pursuant to a Letter Agreement dated as of December 31, 1985, the Banks were requested to grant to Diamond Shamrock and UNIPAR a waiver through July 1, 1986 with respect to the mandatory note purchase requirement under Section 4(e) of the Completion Agreement, resulting from the failure of the Completion Agreement Termination Date to have occurred by January 1, 1986. Also, pursuant to a Letter Waiver dated as of December 31, 1985, the Banks were requested to grant a waiver to Carbocloro through July 1, 1986 of the covenant contained in Section 5.01(c) of the Credit Agreement to maintain a current ratio of at least 1.0 to 1.0 provided that Carbocloro maintain a current ratio of at least .5 to 1.0 during such waiver period. We would expect to have the formal Amendment to the Credit and Completion Agreements in place by July 1, 1986.

We have been requested to transmit the Summary of Terms to each of you for your consideration. If you have any questions regarding this proposal, please contact the undersigned (212-825-6112) or Oscar E. Silva (212-825-8759) (Telex 6720643 CIB SPECFIN NYK). Given that any restructuring plan must meet with the approval of the Central Bank of Brazil, time is of the essence. You are requested to respond to us with any comments you may have by May 2, 1986. It is our intent that the Summary of Terms and the associated legal documents will be completed no later than May 15th.

Regards,



Hugo P. Verdegaal

Enclosures:

- Status of Carbocloro
- Summary of Terms
- Carbocloro's financial statements as of December 31, 1985
- Carbocloro's financial projections
- Diamond Shamrock's Annual Report for 1985
- UNIPAR's financial statements as of December 31, 1985

OCC 033130

STATUS OF CARBOCLORO PROJECT
January 21, 1986

1. **EXPANSION PROJECT**

Project Budget	USD 151.4 Million
Actual Project Cost	USD 118.1 Million
Expected Startup Date	June/81
Actual Startup Date	Dec/80

2. **SALES AND PROFIT PERFORMANCES**

	SALES VOLUMES (MT)				
	1981	1982	1983	1984	1985
Chlorine	98,013	110,887	131,012	147,158	156,952
Caustic (Inc Resale)	133,993	151,204	202,192	214,132	222,557
HCL	75,261	84,307	93,547	108,164	122,163
Soda Bleach	16,087	29,695	49,935	64,291	70,898

	INCOME STATEMENTS (USD MILLIONS)				
	1981	1982	1983	1984	1985
Net Sales	61.9	74.9	73.7	70.6	72.1
Gross Profit	6.8	13.5	11.1	12.0	14.2
Operating Profit	3.2	9.7	8.2	8.8	10.1
Profit Before Transl.	(9.3)	(2.6)	(0.8)	5.3	8.2
Net Profit (Loss)	(9.5)	(6.1)	(7.5)	(2.4)	2.5

	NET CASH GENERATION (USD MILLIONS)				
	1981	1982	1983	1984	1985
	14.2	17.7	17.1	22.9	24.3
Excluding Debt Service					

3. **PLANT PERFORMANCE**

	1981	1982	1983	1984	1985
Avg. Plant Capacity (PCT)	58.4	65.9	80.1	89.6	98.1
Power Consumption (KWH Per MT of CL2)	3,965	3,798	3,776	3,794	3,727
Salt Consumption (MT per MT of CL2)	1,793	1,792	1,780	1,770	1,731
Current Efficiency (PCT)					
Mercury Plant	94.2	94.6	95.2	96.4	97.2
Diaphragm Plant	90.5	94.2	94.1	93.9	94.4

OCC 033131

SUMMARY OF TERMS

I. Completion Agreement.

A. The financial condition concerning Available Cash Flow to Maximum Quarterly Debt Service contained in Section 5(a)(v) of the Completion Agreement will be excluded from the conditions necessary to achieve the Completion Agreement Termination Date.

B. Pursuant to clause (f) of the definition of "Complete", the Certifying Engineer is required to certify that the conditions in clauses (d) and (e) of such definition have been satisfied and that such certification has been made on the basis of engineering tests performed within two months prior to the date of such certification. Clause (f) of such definition will be amended to permit the Certifying Engineer to base its certification on production records (rather than on engineering tests) for any period of seven consecutive days (the "Base Production Period") in calendar year 1985 (rather than for a period of seven consecutive days within two months prior to the date of such certification). The officer of each of Diamond Shamrock and UNIPAR who delivers the certificate pursuant to clause (vi) of Section 5(a) of the Completion Agreement will be required to certify, in addition to the other matters presently called for under said clause (vi), that no material adverse change has occurred in (i) the amount of Specification Grade chlorine or caustic soda produced by any cell circuit of the Project or (ii) the Project production facilities, in each case since the termination of the Base Production Period. Carbocloro, Diamond Shamrock and UNIPAR propose that the Certifying Engineer shall be the firm of Jaakko Poyry Engenharia.

C. Diamond Shamrock, UNIPAR and Carbocloro expect to deliver the necessary documents, at or shortly following signature of the amending agreements described in this Summary of Terms, establishing that the Completion Agreement Termination Date has occurred, whereupon the obligations of Diamond Shamrock and UNIPAR under the Completion Agreement, and the obligations of Diamond Shamrock under its existing guaranty which covers interest payable by Carbocloro on the Series B Note and of UNIPAR under its existing guaranty which covers interest payable by Carbocloro on the Series A Note, shall terminate in accordance with the terms of the Completion Agreement, such guaranty of Diamond Shamrock or such guaranty of UNIPAR, as the case may be.

OCC 033132

II. Credit Agreement.

A. The unpaid principal amount owed under the Credit Agreement will be stated to be (1) if a Deposit Facility Agreement (as defined in subparagraph (4) of Section IV of this Summary of Terms) shall be in effect for 1985 maturities on the date on which the amendment to the Credit Agreement shall become effective, U.S.\$44,444,600, which gives credit for the deposits made under the 1983 Deposit Facility Agreement, the 1984 Deposit Facility Agreement and such 1985 Deposit Facility Agreement or (2) if a Deposit Facility Agreement shall not be in effect for 1985 maturities on the date on which the amendment to the Credit Agreement shall become effective, U.S.\$66,666,900, which gives credit only for the deposits made under the 1983 Deposit Facility Agreement and the 1984 Deposit Facility Agreement. If a Deposit Facility Agreement shall not be in effect for 1985 maturities, defaults shall exist under the Credit Agreement as a result of the failure of Carbocloro to make payment to the Agent in U.S. dollars in New York City of the principal amounts required to be paid in 1985 in accordance with the terms of the Credit Agreement. (See Section III.F. of this Summary of Terms.)

New 2/11/87

B. The principal amount outstanding under the Credit Agreement, other than 1985 maturities which are in default (and will not be rescheduled pursuant to the terms of the amendment to the Credit Agreement) if a Deposit Facility Agreement shall not be in effect for such maturities, will be scheduled to be repaid in eight consecutive substantially equal semi-annual installments, commencing on June 30, 1986 and ending on December 30, 1989. The Credit Agreement presently requires repayment of such outstanding principal amount in four consecutive substantially equal semi-annual installments, ending on December 30, 1987. Such rescheduling of post-1985 maturities shall not constitute, nor shall the same be deemed to constitute, a waiver of defaults which exist under the Credit Agreement as a result of the failure of Carbocloro to make payment to the Agent in U.S. dollars in New York City of the principal amounts required to be paid in 1985 if no Deposit Facility Agreement shall be in effect for 1985 maturities.

C. As presently provided in the Credit Agreement, the interest rate will be increased by 1/8% to 2-3/8% above the LIBO Rate after the Completion Agreement Termination Date.

D. Carbocloro shall continue to be required to pay interest to the Agent in U.S. dollars in New York City on the unpaid principal amount (including interest at the non-default rate specified in the Credit Agreement on any principal amount

OCC 033133

which is not paid when due to the Agent in U.S. dollars in New York City as a result solely of the Failure to Pay Due to an Event of Inconvertibility (as defined in subparagraph (5) of Section IV of this Summary of Terms), notwithstanding that the conditions for the suspension of the obligations of each of Diamond Shamrock and UNIPAR under its guaranty referred to in Section III.A. of this Summary of Terms with respect to such principal payment shall be satisfied as provided in Section III.D. of this Summary of Terms), except to the extent that the Banks have received such interest in U.S. dollars in New York City from the Central Bank of Brazil, as may be the case if deposits are established pursuant to an Interim Deposit Arrangement (as defined in subparagraph (6) of Section IV of this Summary of Terms); provided, however, if the conditions for the release of each of Diamond Shamrock and UNIPAR from the obligations under its guaranty referred to in Section III.A. of this Summary of Terms with respect to a principal amount shall be satisfied as provided in Section III.C. of this Summary of Terms, interest shall continue to accrue (at the non-default rate specified in the Credit Agreement) on such principal amount after the deposit contemplated in Section III.C., but the obligation of Carbocloro to pay to the Agent in U.S. dollars in New York City interest accruing after the deposit contemplated in Section III.C. in respect of such principal amount shall be suspended until the date on which the Notes shall be accelerated as provided in the Credit Agreement. In the event that an Interim Deposit Arrangement is established in respect of a principal amount, the Banks shall have the right to receive interest paid by the Central Bank in respect of each such deposit, and Carbocloro's suspended obligation would represent the difference between the amount which would be payable by Carbocloro under the Credit Agreement at the non-default rate and the amount of interest paid by the Central Bank. If a Deposit Facility Agreement shall become effective covering such principal amount, the obligation of Carbocloro to pay such accrued interest (which shall have been suspended as contemplated in the second immediately preceding sentence) shall terminate.

E. Carbocloro shall continue to be required to repay principal to the Agent in U.S. dollars in New York City. In the event that Carbocloro shall fail to pay to the Agent in U.S. dollars in New York City, as and when required to be paid under the terms of the Credit Agreement, any amount of principal required to be paid by it under the Credit Agreement, Carbocloro shall nevertheless be released from its obligation under the Credit Agreement with respect to such principal payment and any interest accruing on such principal amount after the conditions referred to in clause (2) below

OCC 033134

shall be satisfied, if the following conditions shall be satisfied:

- (1) The failure by Carbocloro to so make such payment constitutes a Failure to Pay Due to an Event of Inconvertibility; and
- (2) A Deposit Facility Agreement covering such principal payment exists at such time and:
 - (a) Carbocloro shall deliver to the Central Bank of Brazil on the affected payment date the Brazilian currency equivalent, as of the affected payment date, of such payment; and
 - (b) The Central Bank of Brazil shall deliver in New York City to the Agent a Deposit Confirmation (as defined in subparagraph (3) of Section IV of this Summary of Terms) with respect to such payment.

Not workable now!

F. Section 5.01(c) of the Credit Agreement, concerning maintenance of working capital and current ratio, which was amended by the Amendment and Waiver dated as of February 11, 1982, will be further amended to change the minimum ratio of current assets to current liabilities to be not less than 0.8 to 1.0. The Credit Agreement currently requires that the ratio of current assets to current liabilities be not less than 1.0 to 1.0.

G. Because repayment of the loan shall be changed from four semi-annual payments to eight semi-annual payments and the amount of cash build-up for each principal payment will be reduced correspondingly, Section 5.01(d) of the Credit Agreement, which was previously amended by the Amendment and Waiver dated as of February 11, 1982, will be further amended to change the amount of quick assets (currently defined as basically cash plus readily marketable securities) required to be maintained by Carbocloro for each month prior to a Principal Payment Date ("PPD") as follows:

<u>Month Prior to a PPD</u>	<u>Existing Obligation</u>	<u>Proposed Obligation</u>
6	\$3,000,000	\$2,000,000
5	\$6,000,000	\$4,000,000
4	\$6,000,000	\$4,000,000
3	\$9,000,000	\$6,000,000
2	\$12,000,000	\$8,000,000
1	\$15,000,000	\$10,000,000

OCC 033135

H. Section 5.01(m) of the Credit Agreement (requiring that Carbocloro grant a mortgage on or prior to the Completion Agreement Termination Date) shall be deleted. The corresponding default provision of Section 6.01(l) of the Credit Agreement shall also be deleted.

I. Section 5.02(d) of the Credit Agreement will be amended to permit Carbocloro to pay cash dividends to Diamond Shamrock and UNIPAR in any fiscal year of Carbocloro (the "Current Year") if:

(1) and to the extent that the quotient obtained by dividing (a) the aggregate amount of (i) Carbocloro's net income after taxes from operations for the fiscal year (the "Base Year") next preceding the Current Year, plus (ii) interest paid or scheduled to have been paid by Carbocloro on all debt of Carbocloro for the Base Year, plus (iii) the aggregate amount of depreciation of fixed assets of Carbocloro and amortization of intangible assets of Carbocloro set forth in the income statement of Carbocloro for the Base Year by (b) the aggregate amount of (i) interest (based upon then current interest rates, in the event of debt bearing interest at fluctuating interest rates, and assuming then current exchange rates) and principal on all debt of Carbocloro paid or scheduled to be paid by Carbocloro during the Current Year, plus (ii) the amount of such expected dividend payment, plus (iii) the amount of all other cash dividends paid by Carbocloro during the Current Year, shall be 1.2 or higher;

(2) no Event of Default (other than an Event of Default occurring solely as a result of a Failure to Pay Due to an Event of Inconvertibility), or event which with the giving of notice or the passage of time, or both, would constitute an Event of Default (other than an Event of Default occurring solely as a result of a Failure to Pay Due to an Event of Inconvertibility), shall have occurred and be continuing on the date of the declaration or payment of such proposed dividend or shall result from the declaration or payment of such proposed dividend;

(3) if an Event of Default shall have occurred solely as a result of a Failure to Pay Due to an Event of Inconvertibility and be continuing on the date of the declaration or payment of such proposed dividend, or if an event which with the giving of notice or the passage of time, or both, would constitute such an Event of Default shall have occurred and be continuing on such date and, if such an Event of Default shall have occurred with respect to a principal payment, the conditions for

OCC 033136

the release of each of Diamond Shamrock and UNIPAR from its obligations under its guaranty with respect to such principal payment shall be satisfied as provided in Section III.C. of this Summary of Terms or if such Event of Default shall have occurred with respect to a principal or interest payment, the conditions for the suspension of the obligations of each of Diamond Shamrock and UNIPAR under its guaranty with respect to such payment shall be satisfied as provided in Section III.D. or III.E. of this Summary of Terms; and

(4) if any Account (as defined in subparagraph (1) of Section IV of this Summary of Terms) shall exist on the date of the declaration or payment of such proposed dividend, the Amount of Collateral (as defined in subparagraph (2) of Section IV of this Summary of Terms) in such Account is the Brazilian currency equivalent of at least 100% of the U.S. dollar amount of the affected payment covered by such Account.

For purposes solely of Section 5.02(d) of the Credit Agreement, a principal or interest payment shall be considered to have been paid by Carbocloro if, in the case of a principal payment, the conditions for the release of each of Diamond Shamrock and UNIPAR from its obligations under its guaranty with respect to such principal payment shall be satisfied as provided in Section III.C. of this Summary of Terms or if, in the case of a principal or interest payment, the conditions for the suspension of the obligations of each of Diamond Shamrock and UNIPAR under its guaranty with respect to such payment shall be satisfied as provided in Section III.D. or III.E. of this Summary of Terms.

J. Section 6.01(a) of the Credit Agreement will be amended to provide that an Event of Default shall occur if Carbocloro shall fail to pay any amount of principal of, or interest on, any Note when due or, prior to the termination of the obligations of each of Diamond Shamrock and UNIPAR under its guaranty referred to in Section III.A. of this Summary of Terms, within ten days after written notice thereof shall have been given to Carbocloro, Diamond Shamrock and UNIPAR by the Agent or the Majority Banks. Section 6.01(a) currently provides that, prior to the Completion Agreement Termination Date, an Event of Default shall occur 15 days after such written notice shall have been so given. Section 6.01(g) of the Credit Agreement shall be amended to apply to Diamond Shamrock and UNIPAR during such time as the Diamond Shamrock Guaranty and the UNIPAR Guaranty referred to in Section III.A. of this Summary of Terms shall be in effect. In addition, Section 6.01 of the Credit Agreement shall be amended to provide that the Notes may only be accelerated, so

OCC 033137

long as the Diamond Shamrock Guaranty and the UNIPAR Guaranty referred to in Section III.A. of this Summary of Terms shall be in effect, if any of the events specified in subparagraphs (a), (c), (e), (f), (g) or (k) shall have occurred and be continuing. Section 6.01 currently provides for acceleration prior to the Completion Agreement Termination Date only if any of the events specified in the same subparagraphs shall have occurred and be continuing.

K. Various other provisions of the Credit Agreement will be amended to reflect the terms summarized herein.

III. Guaranty.

A. Each of Diamond Shamrock and UNIPAR will execute and deliver a separate guaranty pursuant to which Diamond Shamrock and UNIPAR, as the case may be, will each unconditionally guarantee the payment in U.S. dollars in New York City of 50% of the outstanding principal amount of the loan (namely U.S.\$44,444,600) which comes due, under the amendment to the Credit Agreement, in 1986 and thereafter (i.e., the guaranties will not cover the 1985 maturities even if a Deposit Facility Agreement shall not be in effect for such maturities on the date on which the amendment to the Credit Agreement shall become effective), plus interest on such principal amount. Each such guaranty shall provide that Diamond Shamrock and UNIPAR shall be obligated thereunder to make each such payment required to be made thereunder 10 days following notice to Carbocloro, Diamond Shamrock and UNIPAR, as the case may be, from the Agent or the Majority Banks that Carbocloro has failed to pay any principal or interest when due under the Credit Agreement if such default shall then be continuing. Each such guaranty shall be effective from the Completion Agreement Termination Date.

B. Neither Diamond Shamrock nor UNIPAR will be obligated under its guaranty with respect to any amount required to be paid by Carbocloro under the Credit Agreement, if Carbocloro shall have been released from its obligation under the Credit Agreement with respect to such payments as provided in Section II.E. of this Summary of Terms.

C. In the event that Carbocloro shall fail to pay to the Agent in U.S. dollars in New York City, as and when required to be paid under the terms of the Credit Agreement, any amount of principal required to be paid by it under the Credit Agreement and such principal payment shall not be covered by a Deposit Facility Agreement, each of Diamond Shamrock and UNIPAR will be released from its obligations under its guaranty with respect to such principal payment and

OCC 033138

any interest accruing on such principal amount after the conditions referred to in clause (2) below shall be satisfied, if the following conditions shall be satisfied:

(1) The failure by Carbocloro to so make such payment constitutes a Failure to Pay Due to an Event of Inconvertibility; and

(2) An Interim Deposit Arrangement covering such principal payment exists at such time and:

(i) Carbocloro shall deliver to the Central Bank of Brazil on the affected payment date the Brazilian currency equivalent, as of the affected payment date, of such payment; and

(ii) The Central Bank of Brazil shall deliver in New York City to the Agent a Deposit Confirmation with respect to such payment.

D. In the event that Carbocloro shall fail to pay to the Agent in U.S. dollars in New York City, as and when required to be paid under the terms of the Credit Agreement, any amount of principal required to be paid by it under the Credit Agreement and such principal payment shall not be covered by a Deposit Facility Agreement or an Interim Deposit Arrangement, the obligations of Diamond Shamrock under the Diamond Shamrock Guaranty and the obligations of UNIPAR under the UNIPAR Guaranty with respect of such principal payment shall be suspended for the period of time during which an Account shall be in effect to secure the obligation of Carbocloro in respect of such principal payment and the requirement referred to in the first sentence of Section III.K. of this Summary of Terms shall be satisfied with respect to such Account, if the following conditions shall be satisfied:

(1) The failure by Carbocloro to so make such payment constitutes a Failure to Pay Due to an Event of Inconvertibility;

(2) Carbocloro shall deliver to Citibank Sao Paulo on the affected payment date the Brazilian currency equivalent, as of the affected payment date, of such payment;

(3) Citibank Sao Paulo shall receive irrevocable instructions from Carbocloro to deposit immediately on the affected payment date such Brazilian currency equivalent in an Account with Citibank Sao Paulo and to invest immediately thereafter all amounts in such Account

OCC 033139

in Permitted Investments (as defined in subparagraph (7) of Section IV of this Summary of Terms); and

(4) Carbocloro shall deliver to Citibank Sao Paulo, on the affected payment date, for prompt delivery by Citibank Sao Paulo to the Agent in New York City, an executed copy of a Pledge Agreement (as defined in subparagraph (8) of Section IV of this Summary of Terms) with respect to such Account, together with (i) an instrument, endorsed in blank, representing or evidencing such Account and (ii) all instruments, endorsed in blank, representing or evidencing the Permitted Investments in such Account.

E. In the event that Carbocloro shall fail to pay to the Agent in U.S. dollars in New York City, as and when required to be paid under the terms of the Credit Agreement, any amount of interest required to be paid by it under the Credit Agreement and the Central Bank of Brazil has not paid such amount as contemplated by Section II.D. of this Summary of Terms, the obligation of Diamond Shamrock under the Diamond Shamrock Guaranty and the obligation of UNIPAR under the UNIPAR Guaranty with respect of such interest payment shall be suspended for the period of time during which an Account shall be in effect to secure the obligation of Carbocloro in respect of such interest payment and the requirement referred to in the first sentence of Section III.K. of this Summary of Terms shall be satisfied with respect to such Account, if the following conditions shall be satisfied:

(1) The failure by Carbocloro to so make such payment constitutes a Failure to Pay Due to an Event of Inconvertibility;

(2) Carbocloro shall deliver to Citibank Sao Paulo on the affected payment date the Brazilian currency equivalent, as of the affected payment date, of such payment;

(3) Citibank Sao Paulo shall receive irrevocable instructions from Carbocloro to deposit immediately on the affected payment date such Brazilian currency equivalent in an Account with Citibank Sao Paulo and to invest immediately thereafter all amounts in such Account in Permitted Investments; and

(4) Carbocloro shall deliver to Citibank Sao Paulo, on the affected payment date, for prompt delivery by Citibank Sao Paulo to the Agent in New York City, an executed copy of a Pledge Agreement, together with (i) an instrument, endorsed in blank, representing or evidencing

OCC 033140

such Account and (ii) all instruments, endorsed in blank, representing or evidencing the Permitted Investments in such Account.

F. Notwithstanding the establishment of deposits pursuant to an Interim Deposit Arrangement as described in Section III.C. or deposits into an Account as described in Section III.D. and Section III.E., after the giving of notice and the passage of time an Event of Default under the Credit Agreement shall have occurred as a result of the failure of Carbocloro to make payment to the Agent in U.S. dollars in New York City in accordance with the terms of the Credit Agreement, and the Agent and the Banks shall have the right to exercise all rights and remedies provided for in the Credit Agreement as a consequence of the occurrence of such Event of Default. The establishment of deposits in respect of an affected payment pursuant to an Interim Deposit Arrangement or deposit of the Brazilian currency equivalent of an affected payment in an Account shall not constitute, nor shall the same be deemed to constitute, a waiver of an Event of Default or any other default under the Credit Agreement.

G. In the event that UNIPAR shall fail to pay to the Agent in U.S. dollars in New York City, as and when required to be paid under the terms of the UNIPAR Guaranty, any amount in respect of principal required to be paid by it under the UNIPAR Guaranty, UNIPAR shall nevertheless be released from its obligation under the UNIPAR Guaranty with respect to such principal payment if the following conditions shall be satisfied:

- (1) The failure by UNIPAR to so make such payment constitutes a Failure to Pay Due to an Event of Inconvertibility; and
- (2) A Deposit Facility Agreement covering such payment by UNIPAR exists at such time and:
 - (a) UNIPAR shall deliver to the Central Bank of Brazil on the affected payment date the Brazilian currency equivalent, as of the affected payment date, of such payment; and
 - (b) The Central Bank of Brazil shall deliver in New York City to the Agent a Deposit Confirmation with respect to such payment.

H. In the event that UNIPAR shall fail to pay to the Agent in U.S. dollars in New York City, as and when required to be paid under the terms of the UNIPAR Guaranty, any amount in

OCC 033141

respect of principal or interest required to be paid by it under the UNIPAR Guaranty and, with respect to such principal amount, no Deposit Facility Agreement shall then be in effect covering it, the obligation of UNIPAR under the UNIPAR Guaranty in respect of such amount shall be suspended for the period of time during which an Interim Deposit Arrangement or an Account shall be in effect to secure the obligation of UNIPAR in respect of such payment, if the following conditions shall be satisfied:

(1) The failure by UNIPAR to so make such payment constitutes a Failure to Pay Due to an Event of Inconvertibility; and

(2) An Interim Deposit Arrangement covering such principal amount exists at such time and:

(i) UNIPAR shall deliver to the Central Bank of Brazil on the affected payment date the Brazilian currency equivalent, as of the affected payment date, of such payment; and

(ii) The Central Bank of Brazil shall deliver to the Agent in New York City a Deposit Confirmation with respect to such payment; or

(3) No Interim Deposit Arrangement is in effect covering the affected payment and:

(i) UNIPAR shall deliver to Citibank Sao Paulo on the affected payment date the Brazilian currency equivalent, as of the affected payment date, of such payment;

(ii) Citibank Sao Paulo shall receive irrevocable instructions from UNIPAR to deposit immediately on the affected payment date such Brazilian currency equivalent in an Account with Citibank Sao Paulo and to invest immediately thereafter all amounts in such Account in Permitted Investments; and

(iii) UNIPAR shall deliver to Citibank Sao Paulo, on the affected payment date, for prompt delivery by Citibank Sao Paulo to the Agent in New York City, an executed copy of a Pledge Agreement, together with (x) an instrument, endorsed in blank, representing or evidencing such Account and (y) all instruments, endorsed in blank, representing or evidencing the Permitted Investments in such Account.

I. Diamond Shamrock or UNIPAR shall have the right to purchase the Series A Notes or the Series B Notes,

OCC 033142

respectively. The purchase price of each such Series of Notes shall be equal to the outstanding principal amount of such Notes and all accrued interest to the date of purchase, without giving effect to any deposits made into an Account. The purchase price shall be paid to the Agent in U.S. dollars in New York City. Upon such purchase, all amounts in an Account in respect of amounts payable under such Notes shall be assigned to the purchaser of such Notes.

J. Amounts on deposit in an Account shall be, to the extent practicable, continuously invested and reinvested in Permitted Investments until such time or times as said amounts shall be required to be released to Carbocloro or UNIPAR, as the case may be, pursuant to Section III.L. of this Summary of Terms, provided, that in no event, shall an amount in excess of 10% of the Amount of Collateral in the Account not be so invested at any time.

K. In the event that, on any Valuation Date (as defined in subparagraph (9) of Section IV of this Summary of Terms) after an affected payment date, the Amount of Collateral in an Account shall, for any reason (including, but not limited to, fluctuations in the official exchange rate, withdrawals or releases for any reason other than to effect payment to Banks, unless otherwise consented to by the Banks, and any loss or cost in connection with liquidating any investments in the Account), be less than 95% of the Brazilian currency equivalent of the sum of the U.S. dollar amount of the affected payment plus, if such affected payment were to have been a principal payment, interest accrued (as provided in Section II.D. of this Summary of Terms) on such principal payment, the Agent shall request that Carbocloro, in the case of an Account established by Carbocloro pursuant to Section III.D. or Section III.E. of this Summary of Terms, and if so requested Carbocloro shall, within 7 days, deliver to Citibank Sao Paulo for deposit in such Account, a Brazilian currency amount which, together with the Amount of Collateral in such Account, is the Brazilian currency equivalent, as of the date of the new deposit, of the U.S. dollar amount of the affected payment plus, if such affected payment were to have been a principal payment, interest so accrued thereon to such date. In the event that at any time the Amount of Collateral in an Account established by Carbocloro shall be more than 105% of the Brazilian currency equivalent of the sum of the U.S. dollar amount of the affected payment plus, if such affected payment were to have been a principal payment, interest accrued (as provided in Section II.D. of this Summary of Terms) on such principal payment, then Carbocloro, in the case of an Account established by Carbocloro pursuant to Section III.D. or Section III.E. of this Summary of Terms, shall be entitled at its request to receive payment from such

Account of a Brazilian currency amount which, as of the date of withdrawal, is the excess of the Amount of Collateral in the Account over the Brazilian currency equivalent of the U.S. dollar amount of the affected payment plus, if such affected payment were to have been a principal payment, interest so accrued to such date. The Diamond Shamrock Guaranty and the UNIPAR Guaranty will cover the obligation of Carbocloro described in this Section III.K. The failure of Diamond Shamrock or UNIPAR to make the payment described in this Section III.K. shall constitute an Event of Default under the Credit Agreement and the Banks and the Agent shall have the right to exercise all rights and remedies provided for in the Credit Agreement.

L. If a deposit has been made pursuant to an Interim Deposit Arrangement, and a Deposit Facility Agreement becomes effective which covers the principal payment in respect of which such deposit was made under the Interim Deposit Arrangement, then Carbocloro or UNIPAR, as the case may be, shall take such action as may be required to establish such deposit as a deposit under the Deposit Facility Agreement. If a deposit has been made in an Account in accordance with Section III.D., Section III.E. or Section III.H. of this Summary of Terms at a time when there was no Deposit Facility Agreement or Interim Deposit Arrangement in effect, and a Deposit Facility Agreement or Interim Deposit Arrangement becomes effective which covers the principal payment in respect of which such deposit was established, then the deposit so established shall be released to Carbocloro or UNIPAR, as the case may be, if the deposit required to be made under the Deposit Facility Agreement or the Interim Deposit Arrangement, as the case may be, shall have been made in accordance with the Deposit Facility Agreement or the Interim Deposit Arrangement, as the case may be, and the Central Bank of Brazil shall have delivered to the Agent in New York City a Deposit Confirmation with respect to such amount. If a deposit has been made in an Account in accordance with Section III.D., Section III.E. or Section III.H. of this Summary of Terms at a time where there was no Deposit Facility Agreement or Interim Deposit Arrangement in effect, and a mechanism becomes effective or the means exist whereby the payment in respect of which such Account was established may be made to the Agent in U.S. dollars in New York City, then the deposit so established shall be released to Carbocloro or UNIPAR, as the case may be, upon receipt of assurance satisfactory to the Banks that such payment shall be so made.

M. If the Notes are accelerated as a result of an Event of Default (other than an Event of Default solely as a result of a Failure to Pay Due to an Event of Inconvertibility and

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Carbocloro shall have taken such action contemplated in Section III.C., Section III.D. or Section III.E., as the case may be), the Diamond Shamrock Guaranty and the UNIPAR Guaranty shall guarantee the payment of an amount equal to (i) the unpaid principal amount of the applicable series of Notes (after giving credit for deposits established pursuant to a Deposit Facility Agreement as contemplated by Section II.E. of this Summary of Terms) minus (ii) the deposits established under an Interim Deposit Arrangement in respect of any payment of such Notes. If (i) the Notes are accelerated as a result of the occurrence of an Event of Default solely as a result of a Failure to Pay Due to an Event of Inconvertibility and (ii) Carbocloro shall have taken such action contemplated in Section III.C., Section III.D. or Section III.E., as the case may be, the Diamond Shamrock Guaranty and the UNIPAR Guaranty shall not guarantee the payment of the accelerated principal amount. If the Notes are accelerated as described in the immediately preceding sentence, the Diamond Shamrock Guaranty and the UNIPAR Guaranty shall continue to guarantee the payment of any unpaid principal amount which was due and payable prior to such acceleration in respect of which an Account shall have been established by Carbocloro, the interest accrued on such principal amount and the obligation of Carbocloro referred to in the first sentence of Section III.K. of this Summary of Terms.

IV. Definitions.

The following terms used herein shall have the meanings set forth below:

- (1) "Account" shall mean an account established at Citibank Sao Paulo in which Carbocloro or UNIPAR, as the case may be, shall deposit the Brazilian currency equivalent of an affected payment together with the Permitted Investments purchased with amounts on deposit in such Account.
- (2) "Amount of Collateral" shall mean, with respect to an Account and as of a Valuation Date, the sum of (a) ~~the~~ the credit balance of such Account on such Valuation Date and (b) the aggregate principal amount of all Permitted Investments outstanding on such Valuation Date.
- (3) "Deposit Confirmation" shall mean, with respect to any payment required to be made by Carbocloro under the Credit Agreement or by UNIPAR under the UNIPAR Guaranty which is covered by a Deposit Facility Agreement or an Interim Deposit Arrangement, a confirmation of the

OCC 033145

Central Bank of Brazil, delivered in New York City to the Agent, to the effect that a deposit account has been opened in favor of each of the Banks in an amount in U.S. dollars (unless, with respect to such Bank, otherwise consented to) equal to such Bank's pro rata share of such payment, which account is, pursuant to such Deposit Facility Agreement or Interim Deposit Arrangement, (a) governed by New York law, (b) denominated in U.S. dollars (unless, with respect to such Bank, otherwise consented to), (c) payable in New York (unless, with respect to such Bank, otherwise consented to) at some stated maturity date or on demand and (d) guaranteed by the Federative Republic of Brazil.

(4) "Deposit Facility Agreement" shall mean an agreement which (a) provides for the deposit of Brazilian currency with the Central Bank of Brazil by Brazilian debtors, and for the opening by the Central Bank of Brazil of deposits in the name of each Bank denominated in U.S. dollars (unless, with respect to any of the Banks, otherwise consented to), which is governed by New York law, payable in New York (unless, with respect to any of the Banks, otherwise consented to) at some stated maturity date or on demand and guaranteed by the Federative Republic of Brazil, (b) is embodied in a written agreement to which the Federative Republic of Brazil, the Central Bank of Brazil, each of the Banks and other banks are parties and (c) expressly provides that payments into such deposit accounts shall be considered or deemed payment of the affected debt, as contemplated by Section 2.01(e) of the 1983 Deposit Facility Agreement and Section 2.01(e) of the 1984 Deposit Facility Agreement.

(5) "Failure to Pay Due to an Event of Inconvertibility" shall mean any failure by Carbocloro or UNIPAR to pay to the Agent in U.S. dollars in New York City, as and when required to be paid under the terms of the Credit Agreement or the UNIPAR Guaranty, as the case may be, any amount payable by it under the Credit Agreement or the UNIPAR Guaranty, as the case may be, which results solely from restrictions imposed by the government of Brazil on the transfer of foreign currency out of Brazil or otherwise results solely from the inability of or failure by the Central Bank of Brazil, for whatever reason, to make available to Carbocloro or UNIPAR, as the case may be, U.S. dollars for the purpose of making such payment (and such failure does not result, in whole or in part, from any action or inaction on the part of Carbocloro or UNIPAR, as the case may be, including, without limitation, any failure by Carbocloro or UNIPAR, as the case may be, to comply with any relevant law, rule or regulation of the government of Brazil).

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(6) "Interim Deposit Arrangement" shall mean any arrangement which (a) satisfies each of the conditions in clause (a) of the definition of "Deposit Facility Agreement" set forth in subparagraph 4 of this Section IV, (b) does not satisfy the condition set forth in either of clause (b) or (c) or in both of clause (b) and (c) of such definition and (c) is embodied in a written communication from the Federative Republic of Brazil or the Central Bank of Brazil.

(7) "Permitted Investment" shall mean any instrument which (a) [specific categories of investments will be specified in the final documentation] and (b) is represented or evidenced by an instrument which is (i) under Brazilian law, a negotiable instrument and (ii) payable to bearer.

(8) "Pledge Agreement" shall mean a pledge agreement governed by New York law, in form and substance reasonably satisfactory to the Agent and the Banks, pursuant to which Carbocloro or UNIPAR, as the case may be, shall grant to the Agent, on behalf of the Banks, a first priority security interest in an Account and Permitted Investments and all instruments evidencing such Account and Permitted Investments to secure the payment and performance of all obligations of Carbocloro under the Credit Agreement or of UNIPAR under the UNIPAR Guaranty, as the case may be.

(9) "Valuation Date" shall mean the date on which the Agent shall determine the Amount of Collateral in the Account, which date shall occur quarterly on the last day of each calendar quarter and upon the reasonable request of Carbocloro for the purpose of determining whether a dividend shall be permitted to be paid in accordance with Section 5.02(d) of the Credit Agreement.

OCC 033147

CARBOCLORO S.A. - INDUSTRIAS QUIMICAS

FINANCIAL STATEMENTS IN U.S. DOLLARS
DECEMBER 31, 1985 AND 1984

CONTENTS

Opinion of independent accountants

Exhibit I - Balance sheet

Exhibit II - Statement of income and accumulated deficit

Exhibit III - Statement of changes in financial position

Notes to the financial statements

Abbreviations used

Cr\$ - Cruzeiros
US\$ - U.S. dollars
LIBOR - London Interbank Offer Rate
ICM - Value added sales tax
PIS - Social Integration Program
FINSOCIAL - Social Investment Fund

OCC 033148



Price Waterhouse



OPINION OF INDEPENDENT ACCOUNTANTS


January 15, 1986


To the Board of Directors
Carbocloro S.A. - Indústrias Químicas

We have examined the balance sheets of Carbocloro S.A. - Indústrias Químicas as of December 31, 1985 and 1984 and the related statements of income and accumulated deficit and of changes in financial position for the years then ended, expressed in United States dollars. Our examinations were made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

The company's accounting records are maintained in cruzeiros and were remeasured and adjusted into United States dollars on the bases stated in Note 1 and prescribed by Diamond Shamrock Corporation for the preparation of its consolidated financial statements. The remeasurements and adjustments have been made on a consistent basis.

In our opinion, the financial statements examined by us, expressed in United States dollars on the basis mentioned in the preceding paragraph, present fairly the financial position of Carbocloro S.A. - Indústrias Químicas at December 31, 1985 and 1984 and the results of its operations and the changes in its financial position for the years then ended, in conformity with accounting principles generally accepted in the United States of America consistently applied.


PRICE WATERHOUSE
Auditores Independentes
CRC-SP-160


Paulo Giuliano
Contador
CRC-SP-100.962

Price Waterhouse



OPINION OF INDEPENDENT ACCOUNTANTS


January 15, 1986

To the Board of Directors
Carbocloro S.A. - Indústrias Químicas

We have examined the balance sheets of Carbocloro S.A. - Indústrias Químicas as of December 31, 1985 and 1984 and the related statements of income and accumulated deficit and of changes in financial position for the years then ended, expressed in United States dollars. Our examinations were made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

The company's accounting records are maintained in cruzeiros and were remeasured and adjusted into United States dollars on the bases stated in Note 1 and prescribed by Diamond Shamrock Corporation for the preparation of its consolidated financial statements. The remeasurements and adjustments have been made on a consistent basis.

In our opinion, the financial statements examined by us, expressed in United States dollars on the basis mentioned in the preceding paragraph, present fairly the financial position of Carbocloro S.A. - Indústrias Químicas at December 31, 1985 and 1984 and the results of its operations and the changes in its financial position for the years then ended, in conformity with accounting principles generally accepted in the United States of America consistently applied.


PRICE WATERHOUSE
Auditores Independentes
CRC-SP-160



Paulo Giuliano
Contador
CRC-SP-100.962

EXHIBIT 1

CARBOCLORO S.A. - INDUSTRIAS QUIMICAS

BALANCE SHEET AT DECEMBER 31, 1985 AND 1984
In thousands of U.S. dollars

<u>ASSETS</u>	<u>1985</u>	<u>1984</u>	<u>LIABILITIES</u>	<u>1985</u>	<u>1984</u>
CURRENT ASSETS			CURRENT LIABILITIES		
Cash and banks	29	264	Suppliers	4,217	3,036
Marketable securities	306	2,059	Salaries and social security contributions	755	622
Deposits in foreign currency in Brazilian Central Bank	2,837	8,706	Value added sales and excise taxes	2,336	1,996
Trade accounts receivable	10,163	9,479	Bank loans	22,279	23,490
Trade bills discounted	(2,834)	(648)	Other payables and accruals	2,759	1,333
Deferred income tax		2,134		32,346	30,477
Other accounts receivable	2,220	1,291	LONG-TERM DEBT	22,222	44,444
Inventories	5,679	3,982	DEFERRED INCOME TAX	1,104	3,637
Prepaid expenses	1,625	1,573	STOCKHOLDERS' EQUITY		
	20,025	28,840	Capital	79,813	79,813
LONG-TERM RECEIVABLES			Accumulated deficit	(17,064)	(19,573)
Investments and deposits for tax incentives	651	690		62,749	60,240
Compulsory loans	390	345			
Deferred income tax	1,104	1,503			
	2,145	2,538			
PROPERTY, PLANT AND EQUIPMENT					
Land	7,320	7,320			
Buildings and improvements	9,216	9,142			
Machinery and equipment	158,717	158,079			
Other	1,480	1,497			
	176,733	176,038			
Accumulated depreciation	87,172	(72,785)			
	89,561	103,253			
Construction in progress	4,625	2,223			
	94,186	105,476			
DEFERRED CHARGES					
Start-up costs for expansion project	2,065	1,944			
	118,421	138,798			
	<u>118,421</u>	<u>138,798</u>		<u>118,421</u>	<u>138,798</u>

The accompanying notes are an integral part of these financial statements.

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EXHIBIT II

~~CARBOCLO~~ S.A. - INDUSTRIAS QUIMICAS

STATEMENT OF INCOME AND ACCUMULATED DEFICIT
FOR THE YEARS ENDED DECEMBER 31
In thousands of U.S. dollars

	<u>1985</u>	<u>1984</u>
SALES	88,625	88,891
Less:		
• Taxes on sales (I.C.M., PIS, FINSOCIAL)	14,574	14,538
• Discounts and other deductions	<u>1,979</u>	<u>3,743</u>
	<u>16,553</u>	<u>18,281</u>
Net sales	<u>72,072</u>	<u>70,610</u>
COST OF SALES	<u>(57,854)</u>	<u>(58,611)</u>
Gross profit	<u>14,218</u>	<u>11,999</u>
GENERAL AND ADMINISTRATIVE EXPENSES	(3,829)	(2,899)
AMORTIZATION OF DEFERRED START-UP COSTS	<u>(315)</u>	<u>(315)</u>
Operating profit	10,074	8,785
INTEREST EXPENSE, NET	(1,861)	(3,544)
TRANSLATION LOSS	<u>(4,208)</u>	<u>(7,610)</u>
INCOME (LOSS) BEFORE INCOME TAX AND EXTRAORDINARY ITEM	4,005	(2,369)
DEFERRED INCOME TAX	<u>(1,496)</u>	<u>(1,503)</u>
INCOME (LOSS) BEFORE EXTRAORDINARY ITEM	2,509	(3,872)
EXTRAORDINARY ITEM	<u> </u>	<u>1,503</u>
NET INCOME (LOSS) FOR THE YEAR	2,509	(2,369)
ACCUMULATED DEFICIT AT THE BEGINNING OF THE YEAR	(19,573)	(17,934)
PRIOR YEAR ADJUSTMENT	<u> </u>	<u>730</u>
ACCUMULATED DEFICIT AT THE END OF THE YEAR	<u>(17,064)</u>	<u>(19,573)</u>

The accompanying notes are an integral part of these financial statements.



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EXHIBIT III

CARBOCLORO S.A. - INDUSTRIAS QUIMICAS

STATEMENT OF CHANGES IN FINANCIAL POSITION
FOR THE YEARS ENDED DECEMBER 31
In thousands of U.S. dollars

	<u>1985</u>	<u>1984</u>
FINANCIAL RESOURCES WERE PROVIDED BY:		
Net income (loss) for the year	2,509	(2,369)
Expenses (income) not affecting working capital		
. Depreciation, amortization of deferred charges and of long-term deferred income tax asset	15,412	15,089
. Disposals of fixed assets	225	313
. Increase in deferred income tax		3,637
. Translation gain on long-term deferred income tax liability	(2,533)	
TOTAL RESOURCES PROVIDED	<u>15,613</u>	<u>16,670</u>
FINANCIAL RESOURCES WERE USED FOR:		
Increase in long-term receivables	55	1,571
Additions to property, plant and equipment	3,584	2,071
Current maturities of long term debt	22,222	23,223
Additions to deferred charges	436	
TOTAL RESOURCES USED	<u>26,297</u>	<u>26,865</u>
DECREASE IN WORKING CAPITAL	<u>(10,684)</u>	<u>(10,195)</u>
CHANGES IN WORKING CAPITAL		
Increase (decrease) in current assets:		
. Cash and banks	(235)	29
. Marketable securities	(1,753)	(2,640)
. Deposits in foreign currency	(5,869)	(8,772)
. Trade accounts receivable	(1,502)	(1,388)
. Deferred income tax	(2,134)	2,134
. Other accounts receivable	929	556
. Inventories	1,697	(1,157)
. Prepaid expenses	52	1,459
	<u>(8,815)</u>	<u>(9,779)</u>
Decrease (increase) in current liabilities		
. Suppliers	(1,181)	516
. Salaries and social security contributions	(133)	(38)
. Value added sales and excise taxes	(340)	(129)
. Bank loans	1,211	(636)
. Other payables and accruals	(1,426)	(129)
	<u>(1,869)</u>	<u>(416)</u>
DECREASE IN WORKING CAPITAL	<u>(10,684)</u>	<u>(10,195)</u>

The accompanying notes are an integral part of these financial statements.

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CARBOCLORO S.A. - INDÚSTRIAS QUÍMICAS

NOTES TO THE FINANCIAL STATEMENTS IN U.S. DOLLARS
AT DECEMBER 31, 1985 AND 1984

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of adjustment and translation and prior year adjustment

The company's books and accounts are maintained in Brazilian cruzeiros. The cruzeiro amounts have been adjusted as described in Note 7 and translated into U.S. dollars in accordance with Statement of Financial Accounting Standards no. 52 as applicable to highly inflationary economies. In accordance with the Statement, assets and liabilities are translated at year-end exchange rates, except inventories, deferred charges, property, plant and equipment and investments which are translated at exchange rates prevailing when the assets were acquired; income and expenses are translated at the average exchange rate for the year except for cost of products sold, depreciation, amortization of deferred charges and gains or losses on property, plant and equipment retired which are translated at historical rates.

(b) Marketable securities

Marketable securities are stated at cost plus accrued interest which approximates their market value.

(c) Inventories

Inventories are principally valued at the lower of average cost or market.

(d) Property, plant and equipment

Property, plant and equipment are carried at cost and are depreciated over their estimated useful lives using the straight-line method. Expenditures for maintenance and repairs are charged to income as incurred. Major improvements increasing the estimated useful life of an asset are capitalized.

The cost and related accumulated depreciation of assets sold or retired are eliminated from the accounts and gains or losses on disposition are included in income for the year.



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(e) Deferred charges

Start-up costs related to the Cubatão plant expansion project were deferred during the construction period and are being amortized over ten years from March 1981.

2 INVENTORIES

	US\$(000)	
	1985	1984
Finished products	471	493
Work-in-process	294	201
Raw materials	1,428	592
Maintenance and other materials	3,486	2,696
	<u>5,679</u>	<u>3,982</u>

3 LONG-TERM DEBT

	US\$(000)	
	1985	1984
In foreign currency	44,444	66,667
In cruzeiros	57	1,267
	<u>44,501</u>	<u>67,934</u>
Less:		
• Short-term portion	(22,279)	(23,490)
	<u>22,222</u>	<u>44,444</u>

The loan of US\$ (000) 44,444 (1984 - US\$(000) 66,667), which is payable in semiannual installments, is the balance of the US\$ (000) 100,000 loan for the Cubatão plant expansion project obtained from a group of international banks and bears an average annual rate of interest of 2,25% above LIBOR. The loan agreement requires certain minimum financial ratios, restricts annual capitalization to US\$ 3 million and contains restrictions as to the payment of cash dividends. The loan is secured by the expansion project assets.



The company has affectively prepaid part of its foreign currency debt by depositing the cruzeiro equivalent of US\$(000) 2,837 (1984 - US\$(000) 8.706) at the Central Bank of Brazil. These deposits earn interest equal to the interest payable to the lender banks and the Central Bank bears all exchange losses.

Long-term loans at December 31, 1985 fall due in 1987 (1984: US\$ (000) 22,222 in 1986 and US\$ (000) 22,222 in 1987).

4 DEFERRED INCOME TAX

During 1984, for fiscal purposes only, the company recognized the accelerated depreciation available to it in respect of investment projects approved by the Industrial Development Board. This accelerated depreciation charge in the tax books was also responsible for generating a tax loss in that year. Accordingly, deferred income tax in 1984 was represented by:

	<u>US\$ (000)</u>
Long-term deferred tax liability arising from accelerated depreciation	3,637
Current deferred tax asset arising from recognition of the future benefit of tax losses	<u>2,134</u>
Net charge to income of 1984	<u>==1,503</u>

As stated in Note 7, deferred exchange losses of Cr\$ 107 billion were written - off in 1984 for purposes of the accompanying U.S. dollar financial statements. The future tax benefits of these were recognized in 1984 as an extraordinary item (US\$ (000) 1503) to the extent that their realization was assured via the amortization of the future tax liability.

In 1985, the long-term deferred tax liability arising from the accelerated depreciation was reduced from US\$ (000) 3,637 to US\$ (000) 1,104 as a result of currency devaluation.

The 1984 tax losses were utilized in 1985 and the balance of the current deferred tax asset of US\$ (000) 1,097 (after a translation loss for the year of US\$ (000) 1,037) was duly amortized in the 1985 income statement, together with US\$ (000) 399 of the long-term deferred tax benefit of the exchange losses in order for the deferred tax asset not to exceed the deferred tax liability at December 31, 1985.



5 CAPITAL

Authorized and subscribed capital comprises 136.149.973.250 (1984 - 42.873.783.786) ordinary shares of Cr\$ 1 each, consisting of 68.074.986.593 class A, 68.074.986 593 class B and 64 class C shares. The class A and B shares are nominative and the class C shares are bearer.

As of December 31, 1985, capital was held as follows:

	<u>Shares outstanding</u>	<u>Percentage</u>
UNIPAR - União de Indústrias Petroquímica S.A.	68.074.986.593	50,00
DIAPAR - Diamond Shamrock Empreendi- mentos e Participações Ltda.	94.936.514.181	40,35
Diamond Shamrock Chemical Company	13.138.472.412	9,65
Other	<u>64</u>	
	<u>136.149.973.250</u>	<u>100,00</u>

6 CONTINGENT LIABILITIES

Income tax returns are subject to review by the Brazilian tax authorities for a period of five years from the filing dates. As a result of such reviews, additional taxes may be assessed, which would be subject to interest, penalties and monetary restatement. The company's tax returns for the years ended December 31, 1979 to December 31, 1984, inclusive, are open for review by the tax authorities.

7 OUT-OF-BOOK ADJUSTMENT

In order to bring them more into line with accounting principles generally accepted in the United States of America, the 1984 local currency financial statements were adjusted prior to translation into U.S. dollars to charge against income exchange losses of Cr\$ 107 billion deferred in the local books in 1983 for tax reasons. Although these exchange losses have no U.S. dollar equivalent, they have affected the deferred income tax provision as stated in Note 4 above.

During 1985 the deferred exchange losses have been restated in cruzeiros for local book purposes and at December 31, 1985 amount to Cr\$ 315 billion.

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CARBOCLORO S/A.
INDÚSTRIAS QUÍMICAS

São Paulo, April 10, 1986
ADFI-037/86

C.E. Donnelly
Diamond Shamrock Corporation
World Headquarters
717 N. Harwood Street
Dallas, Texas 75201
U. S. A.

Dear Chuck:

Enclosed are Carbochloro's revised financial projections for the period 1986/1989.

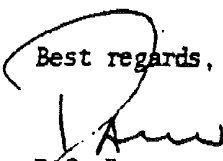
Following are the most important assumptions:

- 1) Sales volumes: full capacity for the entire period.
- 2) Selling prices: constant in US\$.
- 3) Inflation & devaluation: none. If any, prices should follow closely eventual cost increases and devaluation should keep pace with inflation.
- 4) Interest rates: 10.5% per year (libor + spread) constant.

Please let me know if you need further information.

Sensitivity analysis on current ratios will be transmitted to you by telex no later than Monday, April 14th.

Best regards,


E.C. Barreto

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PCB: smm

 CARBOCLORO



OCCNJ 000457



STATEMENT OF INCOME (LOSS)
(EXPRESSED IN US \$000)

BUDGET - 1984
09-007-84

DESCRIPTION	ACTUAL		ACTUAL		ACTUAL		BUDGET																				
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL							
SALES	6,000	7,407	6,620	7,705	8,005	7,500	7,278	7,201	7,607	7,825	7,538	7,073	92,000	1,233	1,414	1,244	1,183	1,217	1,194	1,174	1,144	8154	1,197	1,146	1,200	14,155	
Sales Taxes	79	84	79	88	91	84	88	82	86	87	86	80	87	79	84	86	87	79	84	86	87	80	87	79	84	86	1,098
Social Development Plan	99	104	104	97	100	94	97	91	95	90	91	95	90	91	94	95	90	91	94	95	90	91	95	90	91	94	1,130
Discounts, Freight and Others																											
NET SALES	6,454	6,155	6,427	6,416	6,597	6,214	6,278	5,994	6,249	6,449	6,212	6,595	76,442	5,918	5,965	5,525	5,419	5,449	5,347	5,425	5,075	5,201	5,347	5,126	5,217	43,828	
Cost of Goods Sold	1,220	1,070	1,072	977	1,120	846	753	809	947	1,000	1,006	1,208	12,434														
GROSS PROFIT	316	374	305	342	342	342	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372	372
Selling and Administrative Exp- Amortization of Pre-Operating	36	34	33	36	36	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34
OPERATING PROFIT	641	640	429	641	721	650	547	604	541	678	604	608	7,617														
Interest Expense	719	465	413	549	351	320	333	316	270	207	242	256	4,007														
Interest Income and Other	215	247	48	37	40	38	37	36	20	37	30	28	136														
PROFIT (LOSS) AFTER FINANCIAL EXP.	417	302	99	131	421	147	233	244	310	430	440	670	3,044														
Gain or (Loss) on Franchising Members Loan (28%/25%)	(1299)	(200)	40	0	0	0	0	0	0	0	0	0	(5271)														
NET PROFIT (LOSS) INCOME TAX	110	22	(155)	131	421	147	233	244	310	430	440	670	3,044														
Income Tax																											
NET PROFIT (LOSS)	110	22	(155)	131	421	147	233	244	310	430	440	670	3,044														

OCC 033159



CARBOLCLORO

BALANCE SHEETS
Expressed in US\$ 000

PERIOD: 31/06
16/06/04

DESCRIPTION	31 JUN	ACTUAL FIG	ACTUAL FIG	NET	NET	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ASSETS												
NON-CURRENT ASSETS												
Cash	724	2,676	2,823	2,804	2,400	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Costs Brought Forward	2,038	4,007	4,718	6,224	8,453	2,492	4,286	6,282	7,733	9,440	11,437	5,700
Accounts Receivable	3,443	8,266	16,003	16,322	16,143	9,891	9,799	9,278	9,792	9,823	9,812	9,812
Investments	6,917	7,448	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003
Other	4,335	5,159	7,453	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310
Total Current Assets	22,409	28,516	34,073	33,657	36,318	27,396	26,179	28,633	28,528	36,515	38,282	38,829
OTHER ASSETS LONG TERM												
	2,159	2,441	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535
TOTAL ASSETS (NET)	93,133	92,165	90,824	89,886	88,776	87,796	86,716	85,488	84,454	83,428	82,394	81,364
FINANCED ASSETS (NET)												
	2,032	2,001	2,772	2,794	2,750	2,894	2,868	2,882	2,814	2,790	2,764	2,738
TOTAL ASSETS	129,835	124,812	127,418	127,794	127,749	119,378	128,278	128,616	121,327	122,444	121,157	114,448
LIABILITIES & EQUITY												
STANDARD LIABILITIES												
Current liability of Long Term Debt	22,432	22,794	21,208	12,459	13,055	11,510	11,457	11,005	12,140	12,408	12,823	11,110
Local Debt	2,197	4,653	2,872	2,148	2,700	0	0	0	14,204	16,493	14,241	11,450
Accounts Payable	9,817	11,265	16,079	15,085	14,871	14,124	14,252	14,079	14,204	14,493	14,241	14,450
Income Tax												
Total Current Liabilities	24,447	38,712	43,167	30,644	32,626	27,634	27,710	27,793	28,425	28,753	29,144	27,560
LONG TERM DEBT												
Client	22,232	22,222	22,222	20,324	21,324	21,324	21,324	21,324	21,324	21,324	21,324	21,324
Other	1,104	1,104	1,104	1,104	1,104	1,104	1,104	1,104	1,104	1,104	1,104	1,104
Total Long Term Debt	23,336	23,326	21,326	34,428	34,428	34,428	34,428	34,428	34,428	34,428	34,428	34,428
STOCKHOLDERS' EQUITY												
Common Stock	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813
Retained Earnings	(14,540)	(14,724)	(17,000)	(14,747)	(14,521)	(14,341)	(14,108)	(13,904)	(13,571)	(13,141)	(12,707)	(14,831)
Total Stockholders' Equity	65,273	65,089	62,813	62,844	63,290	63,452	63,705	63,709	64,242	64,672	65,106	64,579
TOTAL LIABILITIES & EQUITY	129,835	124,812	127,418	127,794	127,749	119,378	128,278	128,616	121,327	122,444	121,157	114,448

OCC 033160



CARBOCLORO

FINANCIAL INDEXES CITICORP

BUDGET - I
10-Apr

DESCRIPTION	ACTUAL JAN	ACTUAL FEB	ACTUAL MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	
SECTION 5.01 (C)												
CURRENT RATIO												
Minimum Required	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.
Acquired	0.649	0.700	0.759	1.123	1.191	1.006	1.063	1.127	1.198	1.290	1.400	1.
SECTION 5.01 (D)												
MAINTENANCE OF QUICK ASSETS												
Minimum Required - MUS\$	3000	6000	6000	9000	12000	2000	4000	4000	6000	8000	10000	21
Acquired - MUS\$	3574	6943	8733	9824	12043	3192	5086	7042	8465	10369	12137	61
SECTION 5.02 (B)												
AGGREGATE LONG-TERM DEBT												
Maximum Allowed - MUS\$	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	70
Acquired - MUS\$	2193	4053	3873	2100	2900	0	0	0	0	0	0	
SECTION 5.02 (B)												
AGGREGATE SHORT-TERM DEBT												
Maximum Allowed - MUS\$	121670	121547	119522	119835	120729	121116	121674	122134	122806	123719	124691	12601
Acquired - MUS\$	41594	39594	39594	38343	36159	36397	34526	32600	31240	29404	27718	274

OCC 033161



CARBOLCORO

STATEMENT OF INCOME (LOSS)
 EXPRESSED IN US \$'000

0001-189

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SALES	7,807	7,262	7,700	7,629	7,232	7,722	7,916	7,886	7,743	7,979	7,630	7,971	82,879
Sales Taxes	1,371	1,475	1,488	1,166	1,477	1,174	1,203	1,216	1,166	1,215	1,146	1,212	14,866
Social Development Plan	89	82	86	87	82	88	94	91	88	91	87	91	1,051
Discounts, freight and others	70	70	77	75	76	97	97	109	97	106	95	100	1,154
NET SALES	4,457	5,130	4,819	4,207	5,166	4,244	4,524	4,562	4,444	4,567	4,207	4,569	76,376
Cost of Goods Sold	5,147	4,822	5,138	5,077	4,119	5,075	5,140	5,156	5,276	5,156	5,075	5,147	68,975
GROSS PROFIT	1,312	1,814	1,281	1,214	1,441	1,269	1,382	1,412	1,274	1,411	1,232	1,422	15,401
Selling and Administrative Exp.	310	310	310	310	310	310	310	310	310	310	310	310	4,344
Amortization of Pre-Operating	26	26	26	26	26	26	26	26	26	26	26	26	312
GROSS PROFIT	115	417	884	818	811	892	987	1,075	877	1,040	872	1,024	16,443
Interest Expense	253	213	224	176	165	162	141	146	112	140	76	37	1,867
Interest Income and Other	37	36	39	38	36	37	46	46	37	46	36	46	483
PROFIT (LOSS) AFTER FINANCIAL EXP.	701	446	689	646	646	767	845	925	801	942	819	1,043	9,223
Gain or (Loss) on Translation	0	0	0	0	0	0	0	0	0	0	0	0	0
NET PROFIT BEFORE INCOME TAX	701	446	689	646	646	767	845	925	801	942	819	1,043	9,223
Income Tax													0
NET PROFIT (LOSS)	701	446	689	646	646	767	845	925	801	942	819	1,043	9,223

OCC 033162



CARBOLORO

BALANCE SHEETS
Expressed in US\$ '000

31/12/97
18 Nov 98

	JUN 97	SEP 97	DEC 97	MAR 98	JUN 98	SEP 98	DEC 98	MAR 99	JUN 99	SEP 99	DEC 99	MAR 00	JUN 00	SEP 00	DEC 00
ASSETS															
CURRENT ASSETS															
Cash	714	796	710	710	710	710	710	710	710	710	710	710	710	710	710
Loan Deposit	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315	7,315
Accounts Receivable	16,448	16,223	16,407	16,531	16,111	16,278	16,328	16,378	16,428	16,478	16,528	16,578	16,628	16,678	16,728
Inventory	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002	7,002
Other	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310
Total Current Assets	32,792	34,496	36,997	36,997	36,997	36,997	36,997	36,997	36,997	36,997	36,997	36,997	36,997	36,997	36,997
OTHER ASSETS (Net)															
Fixed Assets (Net)	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031	1,031
Deferred Credits	40,246	71,644	78,428	77,848	78,066	78,066	78,066	78,066	78,066	78,066	78,066	78,066	78,066	78,066	78,066
Total Assets	117,241	117,241	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456
LIABILITIES & EQUITY															
Current Liabilities															
Current Liabilities on Long Term Debt	11,400	11,407	11,407	11,407	11,407	11,407	11,407	11,407	11,407	11,407	11,407	11,407	11,407	11,407	11,407
Accounts Payable	14,097	13,844	14,139	14,139	14,139	14,139	14,139	14,139	14,139	14,139	14,139	14,139	14,139	14,139	14,139
Income Tax	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Current Liabilities	25,497	25,251	25,546	25,546	25,546	25,546	25,546	25,546	25,546	25,546	25,546	25,546	25,546	25,546	25,546
Other															
Long Term Debt	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224	22,224
Other	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132
Total Long Term Debt	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356	23,356
Shareholders' Equity															
Common Stock	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013	78,013
Retained Earnings	(13,313)	(12,092)	(12,192)	(11,531)	(11,438)	(11,438)	(11,438)	(11,438)	(11,438)	(11,438)	(11,438)	(11,438)	(11,438)	(11,438)	(11,438)
Other	46,404	46,921	47,438	48,289	48,775	49,261	49,747	50,233	50,719	51,205	51,691	52,177	52,663	53,149	53,635
Total Liabilities & Equity	117,241	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456	117,456

OCC 033163



CARBOCLORO

FINANCIAL INDEXES CITICORP

BUDGET - 1981
10-001-36

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SECTION 5.01 (C)												
CURRENT FUND												
Minimum Required	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Acquired	1,200	1,217	1,225	1,091	1,277	1,478	1,547	1,285	2,116	2,427	3,271	2,225
SECTION 5.01 (B)												
MAINTENANCE OF OTHER ASSETS												
Minimum Required - M53	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Acquired - M53	8016	8764	12004	14378	16456	17307	17716	16285	19002	21114	23445	17834
SECTION 5.02 (B)												
MODERATE SHORT-TERM DEBT												
Minimum Allowed - M53	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000
Acquired - M53	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 5.02 (B)												
ASSIGNABLE LONG-TERM DEBT												
Minimum Allowed - M53	127543	128478	129226	131292	133206	135041	136716	138267	139704	141007	142107	143118
Acquired - M53	20472	24204	21827	19952	17775	17170	16778	16466	16208	16003	15807	15618

OCC 033164



CARBOLCLORO

STATEMENT OF INCOME (L. 0551)
(CONTINUED IN US 9941)

PERIOD - 1988
07-Nov-88

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SALES	7,837	7,202	7,700	7,437	7,722	7,722	7,916	7,906	7,745	7,974	7,430	7,071	92,474
Sales Taxes	1,191	1,075	1,184	1,140	1,079	1,170	1,203	1,210	1,188	1,215	1,160	1,212	15,006
Social Development Plan	07	02	09	07	02	08	09	07	08	07	07	01	1,053
Discounts, Freight and Others	90	90	97	95	96	97	99	100	97	100	95	100	1,450
NET SALES	6,459	5,736	6,419	6,207	5,946	6,344	6,528	6,502	6,400	6,569	6,287	6,569	76,178
GROSS PROFIT	5,147	4,722	5,138	5,073	4,919	5,075	5,140	5,150	5,076	5,159	5,825	5,149	60,973
Cost of Goods Sold	1,312	1,811	1,281	1,234	1,641	1,269	1,283	1,432	1,244	1,437	1,233	1,408	15,001
OPERATING PROFIT	3,835	2,911	3,857	3,839	3,278	3,806	3,857	3,718	3,832	3,722	4,592	3,741	45,972
Selling and Administrative Exp.	270	370	370	370	370	370	370	370	370	370	370	370	4,440
Amortization of Pre-Operating	26	26	26	26	26	26	26	26	26	26	26	26	312
OPERATING PROFIT	915	817	864	819	845	812	867	838	832	842	827	845	10,845
Interest Expense	43	21	11	0	7	0	0	0	0	0	0	0	144
Interest Income and Other	39	36	39	47	96	132	141	197	233	271	318	348	6,724
PROFIT (LOSS) AFTER FINANCIAL EXP.	912	833	912	877	734	1,017	1,140	1,226	1,155	1,205	1,199	1,204	12,425
Gain or (Loss) on Transaction	0	0	0	0	0	0	0	0	0	0	0	0	0
NET PROFIT BEFORE INCOME TAX	912	833	912	877	734	1,017	1,140	1,226	1,155	1,205	1,199	1,204	12,425
Income Tax													7,135
NET PROFIT (L. 0551)	912	833	912	877	734	1,017	1,140	1,226	1,155	1,205	1,199	1,204	5,290

OCC 033165



CARBOCOLOR

STATEMENT OF BALANCE SHEETS
Expressed in US\$ MM

Period - 1990
18-Apr-90

DESCRIPTION	ASSETS											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CURRENT ASSETS	ASSETS											
Cash	700	700	2,729	4,200	4,725	8,098	11,261	12,793	16,074	18,801	21,231	23,829
Bank Deposit	29,713	29,713	22,749	22,941	21,149	16,449	16,810	17,477	17,111	17,238	16,778	16,278
Accounts Receivable	19,740	19,740	18,741	19,142	17,310	16,449	17,487	17,982	17,982	17,982	17,982	18,278
Prepaid Expenses	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310
Other	43,895	47,440	49,915	52,894	52,904	49,871	52,629	52,651	57,053	49,694	43,126	44,528
Total Current Assets	108,358	114,603	129,174	138,247	138,851	137,132	138,855	138,586	132,974	123,713	125,387	127,743
LONG TERM ASSETS	LIABILITIES & EQUITY											
PROPERTY, PLANT & EQUIPMENT	116,316	116,725	129,174	131,317	132,151	137,132	138,855	138,586	132,974	123,713	125,387	127,743
ACCUMULATED DEPRECIATION	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)
NET ASSETS	105,316	105,725	118,174	120,317	121,851	126,132	127,855	127,586	121,974	112,713	114,387	116,743
CURRENT LIABILITIES	LIABILITIES & EQUITY											
Accounts Payable	16,200	16,400	16,400	16,800	17,000	17,200	17,400	17,600	17,800	18,000	18,200	18,400
Accounts Receivable	18,400	18,400	18,700	19,100	19,500	19,900	20,300	20,700	21,100	21,500	21,900	22,300
Income Tax	0	0	0	0	0	0	0	0	0	0	0	0
Total Current Liabilities	34,600	34,800	35,100	35,900	36,500	37,100	37,700	38,300	38,900	39,500	40,100	40,700
LONG TERM DEBT	11,110	11,110	11,110	11,110	11,110	11,110	11,110	11,110	11,110	11,110	11,110	11,110
Other	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110	1,110
Total Long Term Debt	12,220	12,220	12,220	12,220	12,220	12,220	12,220	12,220	12,220	12,220	12,220	12,220
STOCKHOLDERS' EQUITY	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813
Common Stock	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813
Retained Earnings	0	0	0	0	0	0	0	0	0	0	0	0
Total Stockholders' Equity	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813
TOTAL LIABILITIES & EQUITY	185,129	185,538	200,387	200,130	201,664	205,945	207,668	207,404	204,948	194,426	199,700	204,486

OCC 033166



CARBOCHLORO

FINANCIAL SERVICES DIVISION

Budget - 1988
10-Apr-88

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SECTION 5.01 (C) CURRENT BUDGET												
Balance Expected	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
Acquired	2,771	3,267	3,217	3,278	2,777	2,438	2,538	2,453	2,278	2,207	2,018	1,712
SECTION 5.01 (B) MAINTENANCE OF GOOD ASSETS												
Balance Expected - MDS	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Acquired - MDS	21413	22701	25204	27627	20015	2561	20119	20710	22204	20441	20424	20717
SECTION 5.02 (A) MAINTENANCE SHOP-ITEM MDS												
Balance Expected - MDS	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000
Acquired - MDS	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 5.02 (B) MAINTENANCE SHOP-ITEM OMB												
Balance Expected - MDS	14700	14827	15020	15200	15364	15547	15701	14904	14000	13510	14700	14307
Acquired - MDS	1473	24	0	0	0	0	0	0	0	0	0	0

OCC 033167



CARBOLCERO

STATEMENT OF INCOME (LOSS)
EXPRESSED IN US DOLLARS

PERIOD - 1965
10-000-186

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SALES	7,837	7,282	7,708	7,427	7,232	7,722	7,914	7,704	7,763	7,774	7,628	7,771	82,034
Sales Taxes	3,171	1,873	1,804	1,144	1,877	1,174	1,203	1,214	1,100	1,715	1,100	1,212	14,044
Social Development Fund	87	82	80	87	82	80	76	71	88	71	87	71	1,023
Discounts, Freight and Others	70	70	77	95	76	87	77	100	97	100	75	100	1,150
NET SALES	4,409	5,356	4,818	6,287	5,168	6,344	6,531	6,582	6,480	6,587	6,387	6,547	74,374
Cost of Goods Sold	5,147	4,722	5,128	5,073	4,519	5,075	5,146	5,150	5,076	5,150	5,025	5,147	66,575
GROSS PROFIT	1,312	1,634	1,291	1,214	1,648	1,269	1,383	1,432	1,404	1,437	1,362	1,400	15,801
Selling and Administrative Exp.	370	378	370	378	378	370	370	370	370	370	370	370	4,444
Amortization of Pre-Operating	26	26	26	26	26	26	26	26	26	26	26	26	312
OPERATING PROFIT	915	1,012	894	810	1,014	892	987	1,035	977	1,041	967	1,004	10,045
Interest Expense	0	7	0	0	7	0	0	0	0	0	0	0	13
Interest Income and Other	206	400	427	427	403	515	541	576	467	641	477	711	6,528
PRE-TAX (LOSS) AFTER FINANCIAL EFF.	1,208	1,418	1,303	1,237	1,421	1,407	1,528	1,611	1,577	1,646	1,567	1,717	16,766
Gain or (Loss) on Liquidation	0	0	0	0	0	0	0	0	0	0	0	0	0
NET PROFIT BEFORE INCOME TAX	1,208	1,418	1,303	1,237	1,421	1,407	1,528	1,611	1,577	1,646	1,567	1,717	16,766
Income Tax													19,002
NET PROFIT (LOSS)	1,208	1,418	1,303	1,237	1,421	1,407	1,528	1,611	1,577	1,646	1,567	1,717	14,764

OCC 033168



CARBOCOLOR

BALANCE SHEETS
Expressed in US\$ 000

BUDGET - 1981
10-Apr-80

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ASSETS												
CURRENT ASSETS												
Cash	25,770	27,001	29,269	26,970	32,970	34,469	32,946	37,239	41,310	43,799	46,000	48,475
Bank Deposit	11,213	11,203	11,002	11,499	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500
Accounts Receivable	10,110	10,296	10,076	10,152	9,517	17,101	18,109	18,770	18,325	18,320	18,310	18,300
Inventories	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003	7,003
Other	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310	7,310
Total Current Assets	61,406	62,913	65,078	66,934	68,000	64,442	67,076	67,000	71,672	70,107	76,327	73,077
OTHER ASSETS LONG TERM												
	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051	1,051
FIXED ASSETS (NET)												
	57,066	56,006	55,106	54,126	53,106	52,146	51,106	50,206	49,206	48,206	47,206	46,206
DEFERRED CHARGES												
	2,079	2,051	2,027	2,001	1,975	1,949	1,923	1,897	1,871	1,845	1,819	1,793
TOTAL ASSETS	121,064	122,123	123,262	124,112	124,577	119,000	121,236	122,642	122,820	125,327	126,463	122,207
LIABILITIES & EQUITY												
CURRENT LIABILITIES												
Current Maturity of Long Term Debt												
	11,210	11,203	11,002	11,499	11,500	11,500	11,500	11,500	11,500	11,500	11,500	11,500
Local Debt	0	0	0	0	0	0	0	0	0	0	0	0
Accounts Payable	21,309	21,147	21,469	21,550	21,592	21,857	22,212	22,461	22,859	23,220	23,375	23,812
Income Tax	4,359	5,762	5,366	4,770	4,174	3,577	2,981	2,385	1,789	1,192	594	10,902
Total Current Liabilities	36,928	38,112	38,238	37,819	37,163	36,924	36,982	36,745	36,144	36,100	35,774	34,414
LONG TERM DEBT												
Other	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132
Total Long Term Debt	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132
STOCKHOLDERS EQUITY												
Common Stock	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813	79,813
Retained Earnings	1,757	2,775	4,079	5,248	6,409	7,360	8,307	10,992	12,541	14,197	15,723	14,448
Total Stockholders Equity	81,570	82,588	83,892	85,051	86,202	87,461	87,262	89,005	92,354	94,010	95,536	94,441
TOTAL LIABILITIES & EQUITY	121,064	122,123	123,262	124,112	124,577	119,000	121,236	122,642	122,820	125,327	126,463	122,207

OCC 033169



FINANCIAL INTEREST CCHEDULE

MOBILE - 1987
10-09-88

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SECTION 5.01 (C) CURRENT RATE												
Maximum Required	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Maximum Acquired	1,000	1,700	2,000	2,100	2,222	2,323	2,400	2,500	2,600	2,800	2,900	3,100
SECTION 5.01 (B) MAINTENANCE OF QUALITY ASSETS												
Maximum Required - MDS	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Acquired - MDS	3700	2820	4000	4200	4370	4530	4670	4800	4900	5000	5100	5200
SECTION 5.02 (B) MAINTENANCE 100% - 110% DEBT												
Maximum Allowed - MDS	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000	7000
Maximum Acquired - MDS	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 5.03 (B) MAINTENANCE 50% - 100% DEBT												
Maximum Allowed - MDS	15000	16100	16300	16400	16500	16600	16700	16800	16900	17000	17100	17200
Maximum Acquired - MDS	0	0	0	0	0	0	0	0	0	0	0	0

OCC 033170



CARBOCOLORO

STATEMENT OF CHANGES IN FINANCIAL POSITION
(EXPRESSED IN US\$ '000)

	DEC/85	JUN/86	DEC/86	JAN/87	DEC/87	JUN/88	DEC/88	JAN/89	DEC/89
SOURCE OF FUNDS:									
NET INCOME	2,509	704	3,031	3,745	9,223	5,007	3,288	7,377	6,178
DEPRECIATION	14,496	7,287	14,624	7,388	14,748	7,302	14,758	7,304	14,764
WRITE-OFF FIRED ASSETS	176	0	0	0	0	0	0	0	0
AMORTIZATION	315	285	487	154	312	154	312	156	312
PRIME YEAR, INCOME TAX ADJUSTMENT	1,583	0	0	0	0	0	0	0	0
	17,081	8,176	18,144	11,281	34,235	12,425	29,359	14,837	31,234
USE OF FUNDS:									
ADDITIONS TO FIRED ASSETS	3,584	1,274	2,474	1,500	3,000	1,500	3,000	1,500	3,000
DEFERRED CHARGES	494	0	0	0	0	0	0	0	0
ADDITIONS TO OTHER ASSETS	1,116	0	0	(315)	(515)	0	0	0	0
CURRENT MATURITIES OF LONG TERM DEBT	22,222	(5,857)	0	5,335	11,110	5,535	11,110	0	0
INCOME TAX OF LONG TERM DEBT	2,533	0	0	0	0	0	0	0	0
	27,939	(4,283)	2,474	6,540	13,595	7,035	14,110	1,500	3,000
INCREASE (DECREASE) IN WORKING CAPITAL	(10,458)	12,401	15,590	4,741	10,700	5,570	4,240	13,437	18,234
CHANGES IN WORKING CAPITAL:									
CASH	(235)	471	471	0	0	8,000	23,237	10,710	24,334
BRAZILIAN TREASURY BONDS	(1,753)	(306)	(306)	0	0	0	0	0	0
LOAN DEPOSIT - CENTRAL BANK OF BRAZIL	(5,045)	(345)	3,045	4,709	12,424	(1,645)	(5,231)	(6,427)	(11,978)
DISCOUNTED RECEIVABLES	(1,502)	2,542	2,500	104	552	(148)	0	(161)	0
INVENTORIES	1,487	1,324	1,324	0	0	0	0	0	0
OTHER ACCOUNTS RECEIVABLE	929	2,445	2,445	0	0	0	0	0	0
DEFERRED INCOME TAX	(2,134)	0	0	0	0	0	0	0	0
PREPAID EXPENSE	52	0	0	0	0	0	0	0	0
INCREASE (DECREASE) IN CURRENT ASSETS	(8,815)	7,371	10,005	4,873	12,704	4,235	14,923	4,110	12,538
LIABILITIES									
SUPPLIERS	1,181	0	0	0	0	0	0	0	0
SALARIES AND SOCIAL SECURITY	133	0	0	0	0	0	0	0	0
SALES TAX AND OTHER	341	0	0	0	0	0	0	0	0
LOCAL CURRENCY LOAN	(1,210)	(32)	(32)	0	0	0	0	0	0
FINANCED BANK LOAN	(2)	(11,137)	(11,137)	0	0	0	4	(5,553)	(11,114)
OTHER PAYABLES AND ACCRUALS	1,424	4,059	4,284	132	2,084	483	18,477	(2,774)	9,378
INCREASE (DECREASE) IN CURRENT LIABILITIES	1,649	(5,118)	(4,773)	132	2,084	483	16,483	(9,329)	(5,714)
TOTAL CHANGE	(10,604)	12,491	15,590	4,741	10,700	5,570	4,240	13,437	18,234

OCC 033171

EXHIBIT 1.06(b)

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

DS CHILE

2846g

OCC 033172

OCCNJ 0000471

EXHIBIT 1.06(b)

(a) DS Chile is the borrower under a Eurodollar Credit Agreement, dated as of August 28, 1980, between DS Chile and The First National Bank of Boston (the "Bank"). Seller is presently a guarantor of the obligations of DS Chile thereunder pursuant to a Guaranty dated as of August 28, 1980, between DSCC and the Bank. Such Eurodollar Credit Agreement and Guaranty, as amended and supplemented to the date hereof, together with the instrument set forth in Attachment 1 hereto (the "Default Resolution") are referred to collectively as the "DS Chile Credit Agreement." The Bank has demanded payment of all amounts loaned under the DS Chile Credit Agreement, but has agreed to waive all existing defaults of DS Chile thereunder during the period ended November 3, 1986.

(b) Following the Closing, DSCC and Oxy-Chem shall use their respective best efforts to consummate the transactions contemplated by the Default Resolution.

(c) DS Chile will be included as one of the DSCC Companies at the Closing.

(d) Following the Closing, Seller shall, and shall cause each of the Diamond Companies to, use its best efforts to consummate the transactions contemplated by the Default Resolution.

(e) DSCC shall (i) indemnify Seller against each and all of the financial obligations, if any, undertaken or contemplated to be undertaken by Seller in favor of the Bank pursuant to the Default Resolution, (ii) satisfy each and all of the financial obligations, if any, undertaken or contemplated to be undertaken by DSCC or OPC in favor of the Bank pursuant to the Default Resolution, (iii) assume the financial risk that the Bank may fail to consummate the transactions contemplated by the Default Resolution, notwithstanding the best efforts of DSCC, Oxy-Chem and Seller, and (iv) indemnify Seller against any and all obligations and liabilities (regardless of the date on which the event giving rise to such liability or obligation occurs) to the Bank, under the DS Chile Credit Agreement, which Seller pays or incurs, caused by, resulting from or arising out of the failure of the transactions contemplated by the Default Resolution to be consummated. Oxy-Chem shall guarantee the performance by DSCC of its obligations under this paragraph (e).

OCC 033173

EXHIBIT 1.06(b)

Attachment 1 - "Default Resolution"

The attached copy of a letter is incorporated herein and made part of this Attachment 1.

Leg-8902

OCC 033174



THE FIRST NATIONAL BANK OF BOSTON
BOSTON, MASSACHUSETTS 02110

September 2, 1986

Diamond Shamrock de Chile S.A.I.
c/o Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201

Attention: R.C. Becker, Assistant Treasurer

Re: Eurodollar Credit Agreement

Gentlemen:

Reference is hereby made to the Eurodollar Credit Agreement, dated as of August 28, 1980 (the "Credit Agreement"), between Diamond Shamrock de Chile S.A.I., a corporation organized and existing under the laws of the Republic of Chile ("DS Chile"), and The First National Bank of Boston (the "Bank"). The obligations of DS Chile under the Credit Agreement are guaranteed by Diamond Shamrock Corporation, a Delaware corporation ("DSC"), pursuant to the terms of a Guaranty, dated as of August 28, 1980 (the "Guaranty"). Capitalized terms used herein and not otherwise defined which are defined in or by reference in the Credit Agreement shall have the same respective meanings herein as therein.

You have advised us that DSC proposes to enter into a transaction with Occidental Petroleum Corporation ("Occidental") pursuant to which, among other things, all of the outstanding capital stock of DS Chile will be transferred to a subsidiary of Occidental. You have requested that we waive the Event of Default that will arise under Section 5.01(e) of the Credit Agreement as a result of the consummation of such proposed transfer. You have also requested that we waive the Event of Default arising under Sections 5.01(a) and 5.02 of the Credit Agreement as a result of the deposit of Chilean pesos made by DS Chile with the Banco Central de Chile (the "Central Bank") on or about August 28, 1985, which resulted in a deposit of U.S. \$1,000,000 being created in the Bank's name in the Central Bank. In addition, you have requested us to extend the due date for the U.S. \$2,500,000 payment of principal due under the Credit Agreement on August 28, 1986 (which we have

OCC 033175

THE FIRST NATIONAL BANK OF BOSTON

**Diamond Shamrock de Chile S.A.I.
September 3, 1986
Page 2**

previously extended to September 26, 1986) until November 3, 1986. We are willing to grant such requested waivers and extension, but solely to the extent, and upon the terms and conditions, set forth below:

A. Grant of Waivers and Extension of Due Date.

1. Subject to the terms and conditions set forth in this letter of agreement, the Bank hereby waives, during the period from September 3, 1986 until November 3, 1986, any Event of Default that may arise under Section 3.01(a) of the Credit Agreement solely as a result of the transfer of the capital stock of DS Chile to a subsidiary of Occidental.
2. Subject to the terms and conditions set forth in this letter of agreement, including, without limitation, DSC's entering into with the Bank a participation purchase agreement upon the terms set forth in paragraph 1 of Section B below, the Bank hereby waives, during the period from September 3, 1986 until September 15, 1986, the Event of Default arising under Sections 3.01(a) and 3.02 of the Credit Agreement with respect to the deposit of Chilean pesos made by DS Chile with the Central Bank, which resulted in the creation of a deposit of U.S. \$1,000,000 on or about August 28, 1985 in the Bank's name in the Central Bank.
3. Subject to the terms and conditions set forth in this letter of agreement, the Bank hereby extends the due date for the principal installment of the Note in the amount of U.S. \$2,500,000 which, pursuant to the terms of the Credit Agreement and the Note, is due August 28, 1986, to November 3, 1986. During the period from August 28, 1986 until November 3, 1986, such installment of principal shall bear interest at the annual rate equal to the rate announced by the Bank from time to time as its "Base Rate". DSC hereby acknowledges that such installment of principal, together with all interest accrued thereon pursuant to the Credit Agreement or this letter of agreement, is and shall continue to be a part of the "Obligations" under and as defined in the Guaranty.

OCC 033176

THE FIRST NATIONAL BANK OF BOSTON

Diamond Shamrock de Chile S.A.I.
September 3, 1986
Page 3

B. Covenants and Agreements of DS and DS Chile. Each of DSC and DS Chile hereby agree, jointly and severally, as follows:

1. As promptly as practicable after the date hereof, and in any event not later than September 15, 1986, DSC shall enter into with the Bank a participation purchase agreement (the "Third Participation Agreement") upon terms substantially similar to the agreements entered into by the Bank and DSC dated May 30, 1984 (the "First Participation Agreement") and as of January 25, 1985 (the "Second Participation Agreement"), pursuant to which the Bank shall accept the deposit of Chilean pesos made by DS Chile to the Central Bank, which resulted in a deposit of U.S. \$1,000,000 on or about August 28, 1985 in the Bank's name in the Central Bank.
2. As promptly as practicable following the execution of the Third Participation Agreement, DSC shall purchase from the Bank, for an amount in cash and in United States dollars equal to the face value thereof plus all accrued interest thereon to the date of purchase, each of the deposits which are the subject of the First, Second and Third Participation Agreements (collectively, the "Deposits"). In the alternative, if, at the request of DSC, the Bank sells the Deposits in one or more transactions to one or more third parties, DSC shall promptly pay to the Bank an amount in cash and in United States dollars equal to the difference between the face value of the Deposits plus all accrued interest thereon to the date of purchase and the amount or amounts received by the Bank in connection with such sale or sales. In effecting any such sales, the Bank agrees to use its best efforts to sell the Deposits at the highest available rates in the appropriate market or markets therefor.
3. As promptly as practicable following the date hereof, and in any event prior to November 3, 1986, DSC will cause Bankers Trust Company, or such other buyer as may be designated by DSC, to purchase from the Bank, without recourse to the Bank, and pursuant to documentation satisfactory to the Bank in form and substance, a 100% participation in all of the Bank's rights under the Credit Agreement, for an amount in cash and in

OCC 033177

THE FIRST NATIONAL BANK OF BOSTON

**Diamond Shamrock de Chile S.A.I.
September 3, 1986
Page 4**

United States dollars equal to the unpaid principal balance of the Note, together with all accrued interest thereon to the date of purchase and all reasonable out-of-pocket expenses incurred by the Bank with respect thereto, including, without limitation, reasonable attorney's fees incurred in connection with the preparation of this letter of agreement and the consummation of the transactions described herein.

By your execution hereof, each of you acknowledge and agree that the failure to consummate the transactions described in paragraph 1 of Section B of this letter of agreement on or prior to September 15, 1986, or the failure to consummate the transactions described in paragraphs 2 and 3 of Section B of this letter of agreement on or prior to November 3, 1986 shall, without the requirement of any further notice or action on the part of any party, constitute an Event of Default under the Credit Agreement. Each of you further acknowledges that, except as otherwise provided in this letter of agreement, all of your obligations under the Credit Agreement, the Note and the Guaranty shall continue in full force and effect in accordance with the terms and provisions thereof.

This letter of agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

If you are in agreement with the terms and conditions of this letter of agreement, kindly acknowledge your agreement by executing and returning to the Bank three executed counterparts hereof not later than September 3, 1986. Upon the Bank's receipt of such executed counterparts from each of DS Chile and DSC not later than September 3, 1986, the agreements of the parties made hereby shall become effective as of the date hereof. The Bank will thereafter provide to each signatory hereto a conformed copy hereof.

Very truly yours,

**THE FIRST NATIONAL BANK
OF BOSTON**

By: *[Signature]*
Title: Assistant Vice President

OCC 033178

THE FIRST NATIONAL BANK OF BOSTON

Diamond Shamrock de Chile S.A.I.
September 3, 1986
Page 5

Accepted and Agreed to
this day of September, 1986

DIAMOND SHAMROCK DE CHILE S.A.I.

BY: *James D. Hill* Vice President.
Title:

Accepted and Agreed to
this day of September, 1986

DIAMOND SHAMROCK CORPORATION

BY: *R.C. Deane* ASSISTANT TREASURER
Title:

4781M

OCC 033179

EXHIBIT 2.02

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

COGENERATION ASSET PURCHASE AGREEMENT

2846g

OCC 033180

OCCNJ 0000479

This ASSET PURCHASE AGREEMENT ("Agreement") made as of the 4th day of September, 1986, by and between DIAMOND SHAMROCK CHEMICALS COMPANY, a Delaware corporation ("DSCC"), and OXY-ALKALI COGENERATION CORPORATION, a Delaware corporation ("Oxy-Cogen");

WITNESSETH:

WHEREAS, Diamond Shamrock Corporation, a Delaware corporation of which DSCC is a wholly owned subsidiary ("Diamond"), Occidental Petroleum Corporation, a Delaware corporation ("OPC"), Occidental Chemical Holding Corporation, a California corporation and an indirect wholly owned subsidiary of OPC ("Oxy-Chem"), and Oxy-Diamond Alkali Corporation, a Delaware corporation and an indirect wholly owned subsidiary of OPC ("Oxy-Sub"), have entered into a Stock Purchase Agreement made as of the 4th day of September, 1986 (the "Stock Purchase Agreement"), upon the terms and subject to the conditions of which Diamond has agreed to sell all of the outstanding shares of capital stock of DSCC to Oxy-Sub; and

WHEREAS, pursuant to the Stock Purchase Agreement, Diamond has agreed, upon the terms and subject to the conditions of this Agreement, to cause DSCC to transfer to Oxy-Cogen immediately prior to the closing under

OCC 033181

the Stock Purchase Agreement, the Cogeneration Business Unit (as defined in Section 1.02 hereof); and

WHEREAS, DSCC desires to sell and transfer the Cogeneration Business Unit to Oxy-Cogen, and Oxy-Cogen desires to purchase and acquire the Cogeneration Business Unit from DSCC, all upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

Purchase and Sale

SECTION 1.01 Purchase and Sale of the Cogeneration Business Unit. Upon the terms and subject to the conditions of this Agreement, at the Cogen Closing (as defined in Section 4.01 hereof), DSCC shall sell, transfer, convey, assign and deliver to Oxy-Cogen, and Oxy-Cogen shall purchase, acquire and accept from DSCC, all of DSCC's right, title and interest in and to the Cogeneration Business Unit.

SECTION 1.02 The Cogeneration Business Unit. For purposes of this Agreement, the "Cogeneration Business Unit" shall mean (in each case excluding land, buildings, foundations and underground piping) (a) the items of machinery, piping, equipment and other property

used in connection with DSCC's cogeneration facilities located at DSCC's Deer Park Plant at 1101 Tidal Road, Deer Park, Texas and DSCC's Battleground Plant at 2800 Battleground Road, La Porte Texas (collectively, the "Facilities"), (b) all licenses and other rights (collectively, the "Rights") of DSCC required, necessary or convenient for the use of all devices, equipment, processes and apparatuses included in or constituting a part of the Facilities or useful in the operation thereof, (c) all contracts or other instruments (collectively, the "Contracts") substantially relating to the Facilities (including, without limitation, the Cogeneration Agreement dated August 6, 1984 (the "HL&P Contract"), between DSCC and Houston Lighting & Power Company ("HL&P")), as such Contracts have been amended, modified and interpreted from time to time prior to the date hereof, together with all rights and benefits under any representation, warranty, guaranty, indemnity or agreement with respect to the Facilities from or with any manufacturer, supplier, contractor or subcontractor and any other claims (whether existing on the date hereof or arising hereafter) which DSCC may now or hereafter have against any such manufacturer, supplier, contractor or subcontractor or any other person with respect to the Facilities (col-

lectively, the "Contract Rights"), (d) all plans and specifications for the construction of the Facilities, together with all operating manuals, process descriptions, piping and instrumentation drawings, equipment descriptions and lists, operating instructions and other technical information relating to the construction and operation of the Facilities (collectively, the "Miscellaneous Assets") and (e) all business operations of DSCC relating to the Facilities, the Rights, the Contracts, the Contract Rights and the Miscellaneous Assets. The Facilities, the Rights, the Contracts, the Contract Rights and the Miscellaneous Assets are sometimes referred to herein collectively as the "Cogeneration Assets."

SECTION 1.03 The Purchase Price. In consideration of the purchase and sale of the Cogeneration Business Unit, at the Cogen Closing, (a) Oxy-Cogen shall pay to DSCC \$450,000,000 (the "Purchase Price") in immediately available funds to an account of Diamond designated by DSCC to Oxy-Cogen prior to the Closing Date (as defined in Section 4.01 hereof), and (b) DSCC shall deliver to Oxy-Cogen such instruments of transfer and consent as are necessary or appropriate to transfer to Oxy-Cogen all of

DSCC's right, title and interest in and to the Cogeneration Business Unit.

ARTICLE II

Representations and Warranties of DSCC

DSCC hereby represents and warrants to Oxy-Cogen as follows:

SECTION 2.01 Organization of DSCC.

DSCC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. DSCC has the requisite corporate power and authority to own, operate and lease its properties (including, without limitation, the Cogeneration Assets) and to carry on its business as now being conducted. DSCC is duly licensed or qualified to do business as a foreign corporation and is in good standing in all jurisdictions in which the character of the properties owned or leased by it or the nature of the business conducted by it requires it to be so licensed or qualified, other than such jurisdictions in which the failure to be so licensed or qualified or in good standing would not have a material adverse effect on the business, financial condition or results of operations of the Cogeneration Business Unit.

SECTION 2.02 Corporate Power. DSCC has the requisite corporate power and authority to execute, deliver and perform this Agreement and all other agreements and instruments described in this Agreement to be executed and delivered by it at or prior to the Cogen Closing in connection with the transactions contemplated hereby (the "Cogen Related Documents"), and to consummate the transactions contemplated hereby and thereby. All corporate action on the part of DSCC necessary to approve or to authorize the execution, delivery and performance of this Agreement and the Cogen Related Documents to which it is or will be a party and the consummation of the transactions contemplated hereby and thereby has been duly taken. Each of this Agreement and each Cogen Related Document to which it is or will be a party is a valid and binding obligation of, enforceable in accordance with its terms against, DSCC.

SECTION 2.03 No Conflicts. Except as set forth in Schedule 2.03 and subject to the provisions of the Stock Purchase Agreement, neither the execution, delivery or performance by DSCC of this Agreement or of any Cogen Related Document to which it is or will be a party, nor the consummation by DSCC of the transactions contemplated hereby or thereby, will:

(i) conflict with or result in a breach of any provision of the Certificate of Incorporation or By-Laws of DSCC;

(ii) violate, constitute an event of default under, permit the termination of, give rise to a right to accelerate any indebtedness under, or otherwise breach or conflict with, any material contract, agreement or other instrument or any governmental permit to which DSCC is a party, is maker or guarantor, or by which DSCC or any part of the Cogeneration Business Unit is bound, or result in the creation of any Lien (as defined in Section 2.05 hereof) upon any part of the Cogeneration Business Unit other than Permitted Liens (as defined in Section 2.05 hereof) and such Liens that may be imposed by or as a result of any action of Oxy-Cogen or any of its subsidiaries or affiliates;

(iii) violate any order, writ, injunction, decree, judgment, ruling, law, statute, rule or regulation of any governmental, judicial, legislative, executive, administrative or regulatory authority, of the

United States, or of any state, local or foreign government or any subdivision thereof, or of any Governmental Agency (as defined in Section 2.04 hereof) (individually and collectively, "Laws"), applicable to DSCC, the Cogeneration Business Unit or either Facility or by which any of DSCC, the Cogeneration Business Unit or either Facility is bound; or

(iv) require any consent, approval, authorization or other order or action of, or notice to, or declaration, filing or registration with, any third party or any Governmental Agency;

in each case other than such of the foregoing matters which, or the absence of which, would not, either individually or when taken together with all other related matters, have a material adverse effect on the business, financial condition or results of operations of the Cogeneration Business Unit. Notwithstanding any other provision of this Agreement (including, without limitation, this Section 2.03 or Section 2.04 hereof), no representation is made by DSCC with respect to the effect of any antitrust or similar Law on the consummation of the

(c) There is no Litigation by or before any (i) court, (ii) Governmental Agency, or (iii) arbitrator, in each case pending or, to the knowledge of DSCC, threatened, which seeks to restrain, enjoin, prevent the consummation of, or otherwise challenge this Agreement, any of the Cogen Related Documents or any of the transactions contemplated hereby or thereby; subject, however, to the last sentence of Section 2.03 hereof or any Litigation commenced by a federal Governmental Agency related thereto.

(d) There is no judgment, ruling, order or decree applicable to the Cogeneration Business Unit where the effect, either individually or when taken together with all others, would have a material adverse effect on the business, financial condition or results of operations of the Cogeneration Business Unit.

SECTION 2.05 Cogeneration Assets.

(a) DSCC has good and marketable title to, a leasehold interest in, or the right to use all of the assets which are material to the business, financial condition or results of operation of the Cogeneration Business Unit, free and clear of all Liens other than Permitted Liens. All of the tangible assets which are material to the business, financial condition or results

of operations of the Cogeneration Business Unit are, in the aggregate, in good and serviceable condition in accordance with industry practice, normal wear and tear excepted, and as such will be adequate in the aggregate to conduct the business relating to the Facilities and HL&P Contract as presently conducted. Subject to the provisions of Section 7.02(e) hereof, as of the Cogen Closing, the Cogeneration Assets together with the land and buildings located at the Facilities include all rights, properties and other assets used in or necessary to permit Oxy-Cogen to conduct the business of the Cogeneration Business Unit in all material respects in the same manner as the business relating to the Facilities and the HL&P Contract is being conducted by DSCC prior to the date hereof.

(b) For purposes of this Agreement, "Liens" shall mean all liens, mortgages, charges, security interests, encumbrances (including, but not limited to, adverse claims), options or other restrictions or limitations of any kind whatsoever.

(c) For purposes of this Agreement, "Permitted Liens" shall mean with respect to any of the Cogeneration Assets (i) minor imperfections of title, if any, none of which materially detracts from the value,

impairs the marketability of title or materially impairs the use or operation of any of the Cogeneration Assets subject thereto, or materially impairs the business, financial condition or results of operations of the Cogeneration Business Unit, (ii) Liens for current taxes, assessments and other governmental charges not yet due, or which may thereafter be paid without penalty, or which are being contested in good faith by DSCC, (iii) mechanics', carriers', workers', repairmen's or other like Liens (inchoate or otherwise) or Liens on leasehold interests with respect to equipment leases arising or incurred in the ordinary course of business in respect of obligations which are not overdue or which are being contested in good faith by DSCC, (iv) easements, covenants, rights of way, mineral reservations and other similar restrictions or conditions of record, if any, none of which materially impairs the use or operation of the Cogeneration Assets as they are presently being used or operated, (v) zoning and other restrictions as a matter of law, (vi) Liens for which the liabilities and obligations related thereto have been fully discharged, satisfied and performed and (vii) Liens against any of the Cogeneration Assets which are created or imposed as a

result of the consummation of the transactions contemplated by this Agreement.

SECTION 2.06 Contracts; The Facilities.

(a) The Contracts are valid and binding obligations enforceable in accordance with their respective terms, except as enforcement against third parties may be limited by bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies against third parties, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought. DSCC is not in default in any material respect under any such Contract; nor, to the knowledge of DSCC, is any other party to any such Contract in default in any material respect thereunder; nor does there exist any event which, with the passage of time or giving of notice, or both, would constitute such a default by DSCC or, to the knowledge of DSCC, any other party thereto.

(b) Schedule 2.06 sets forth a copy of the self-qualifying certificates filed on behalf of each of the Facilities with the Federal Energy Regulatory Commission ("FERC") under the Public Utility Regulatory Policies Act of 1978, as amended, and the regulations

thereunder ("PURPA"), which certificates are not the subject of any pending or, to the knowledge of DSCC, threatened Litigation. No response was received from FERC within 90 calendar days after the filing of such certificates. Each of the Facilities is a "qualified cogeneration facility" within the meaning of (i) the Texas Public Utility Regulatory Act, (ii) the rules of the Public Utility Commission of Texas and (iii) PURPA.

(c) Each of the Facilities is free from the requirements of the Powerplant and Industrial Fuel Use Act of 1978 (the "Fuel Use Act") because each Facility is not now an "electric powerplant" as that term is defined in the Fuel Use Act.

SECTION 2.07 Brokers. DSCC has not retained any broker or finder, and no broker or finder has acted on its behalf in connection with this Agreement or any of the Cogen Related Documents or the transactions provided for hereby or thereby, except that Diamond has retained and agreed to pay the fees of The First Boston Corporation in connection with the Stock Purchase Agreement and the transactions contemplated thereby.

SECTION 2.08 Effect of Certain Representations and Warranties. For purposes of this Agreement, references to the "knowledge of DSCC" shall constitute only references to (i) the actual knowledge of any executive officer (as defined in Rule 402 of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended) of DSCC, (ii) information made available to any such executive officer as a result of his making due inquiry of responsible officials of DSCC or any of its affiliates in connection with this Agreement and the transactions contemplated hereby; provided, however, that the appropriate executive officer shall be deemed hereby to be required to make a reasonable due inquiry of the applicable subject matter; or (iii) the information which would have been made reasonably available to any such executive officer had he made such due inquiry.

ARTICLE III

Representations and Warranties of Oxy-Cogen

Oxy-Cogen hereby represents and warrants to DSCC as follows:

SECTION 3.01 Organization of Oxy-Cogen. Oxy-Cogen is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. All the issued and outstanding shares of capital stock of Oxy-Cogen have been duly authorized by all necessary corporate action and are validly issued, fully paid and nonassessable.

SECTION 3.02 Authorization, Etc. Oxy-Cogen has the requisite corporate power and authority to execute, deliver and perform this Agreement and the Cogen Related Documents to which it is or will be a party and to consummate the transactions contemplated hereby and thereby. All corporate action on the part of Oxy-Cogen necessary to approve or to authorize the execution, delivery and performance of this Agreement and each Cogen Related Document to which it is or will be a party and the consummation of the transactions contemplated hereby and thereby has been duly taken. Each of this Agreement and each Cogen Related Document to which it is or will be a party is a valid and binding obligation of, enforceable in accordance with its terms against, Oxy-Cogen.

SECTION 3.03 No Conflicts. Subject to the provisions of the Stock Purchase Agreement, neither the execution, delivery or performance by Oxy-Cogen of this Agreement or of any Cogen Related Document to which it is or will be a party, nor the consummation by Oxy-Cogen of the transactions contemplated hereby or thereby, will:

(i) conflict with or result in a breach of any provision of the Certificate of Incorporation or By-Laws of Oxy-Cogen;

(ii) violate, constitute an event of default under, permit the termination of, give rise to a right to accelerate any indebtedness under, or otherwise breach or conflict with, any material contract, agreement or other instrument or any governmental permit to which Oxy-Cogen is a party, is maker or guarantor, or by which DSCC or any of its properties is bound, or result in the creation of any Lien upon any of its properties other than Permitted Liens and such Liens that may be imposed by or as a result of any action of DSCC or any of its subsidiaries or affiliates;

(iii) violate any Law applicable to Oxy-Cogen or by which any of its properties is bound; or

(iv) require any consent, approval, authorization or other order or action of, or notice to, or declaration, filing or registration with, any third party or any Governmental Agency;

in each case other than such of the foregoing matters which, or the absence of which, would not, either individually or when taken together with all other related matters, have a material adverse effect on the business, financial condition or results of operations of Oxy-Cogen. Notwithstanding any other provision of this Agreement (including, without limitation, this Section 3.03), no representation is made by Oxy-Cogen with respect to the effect of any antitrust or similar law on the consummation of the transactions contemplated by this Agreement or any of the Cogen Related Documents.

SECTION 3.04 No Prior Activities. Oxy-Cogen has not incurred, directly or through any subsidiary, any liabilities or obligations, except those incurred in connection with its incorporation or the Cogeneration Business Unit. Oxy-Cogen has not engaged in any business

or activities of any type or kind whatsoever and has not entered into any agreements or arrangements with any person or entity, and is not subject to or bound by any obligation or undertaking, which is not related to the Cogeneration Business Unit.

ARTICLE IV

Closing

SECTION 4.01 The Closing.

(a) The closing of the transactions contemplated by this Agreement (the "Cogen Closing") shall be held on such date (the "Closing Date"), and at such time as may mutually be agreed upon by the parties hereto at the offices of OPC, or at such other place as may be mutually agreed upon by the parties hereto.

(b) At the Cogen Closing, DSCC shall deliver to Oxy-Cogen (i) all transfer instruments necessary to transfer ownership to Oxy-Cogen of the Cogeneration Assets, including, without limitation, the Assignment and Assumption Agreement attached hereto as Exhibit A (the "Assignment and Assumption Agreement"), providing for the assignment by DSCC and the assumption by Oxy-Cogen of the Cogeneration Assets, including, without limitation, the HL&P Contract, and (ii) all other previ-

ously undelivered documents required to be delivered by DSCC to Oxy-Cogen at or prior to the Closing in connection with the transactions contemplated by this Agreement.

(c) At the Cogen Closing, Oxy-Cogen shall deliver to DSCC (i) the consideration payable to DSCC pursuant to Section 1.01 hereof and (ii) the Assignment and Assumption Agreement.

ARTICLE V

Conditions to Obligations of Oxy-Cogen to Consummate the Transaction

The obligations of Oxy-Cogen to be performed at the Cogen Closing shall be subject to the satisfaction, or the waiver in writing by Oxy-Cogen, on or prior to the Cogen Closing, of the following conditions:

SECTION 5.01 Accuracy of Representations and Warranties; Compliance with Covenants. The representations and warranties of DSCC contained in this Agreement shall be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties were made at the Cogen Closing except for changes expressly permitted or contemplated by this Agreement; each and all of the covenants required to be performed by DSCC on or prior to the

Cogen Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects; and DSCC shall deliver to Oxy-Cogen a certificate executed by an executive officer of DSCC, addressed to Oxy-Cogen and dated the Closing Date, certifying to all of the foregoing and to the effect set forth in Section 5.03 hereof.

SECTION 5.02 No Injunction. No judgment, order or decree shall have been rendered in any Litigation which has the effect of enjoining the consummation of the transactions contemplated by this Agreement.

SECTION 5.03 Material Change. From the date hereof to the Closing Date, the Cogeneration Business Unit shall have suffered no material adverse change in its business, financial condition or results of operations.

SECTION 5.04 Stock Purchase Agreement. The conditions applicable to the obligations of Oxy-Sub, OPC and Oxy-Chem to proceed with the closing under the Stock Purchase Agreement shall have been satisfied or duly waived immediately prior to or simultaneously with the Cogen Closing.

SECTION 5.05 Approvals and Consents. All consents and approvals necessary to permit the consummation of the transactions contemplated hereby, if any, shall have been obtained.

ARTICLE VI

Conditions to Obligations of DSCC
to Consummate the Transaction

The obligations of DSCC to be performed at the Cogen Closing shall be subject to the satisfaction, or the waiver in writing by DSCC, on or prior to the Cogen Closing, of the following conditions:

SECTION 6.01 Accuracy of Representations and Warranties; Compliance with Covenants. The representations and warranties of Oxy-Cogen contained in this Agreement shall be correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties were made at the Cogen Closing except for changes expressly permitted or contemplated by this Agreement; each and all of the covenants required to be performed by Oxy-Cogen on or prior to the Cogen Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects; and Oxy-Cogen shall deliver to DSCC a certifi-

cate executed by an executive officer of Oxy-Cogen, addressed to DSCC and dated the Closing Date, certifying to all of the foregoing.

SECTION 6.02 No Injunction. No judgment, order or decree shall have been rendered in any Litigation which has the effect of enjoining the consummation of the transactions contemplated by this Agreement.

SECTION 6.03 Stock Purchase Agreement. The conditions applicable to Diamond's obligations to proceed with the closing under the Stock Purchase Agreement shall have been satisfied or duly waived immediately prior to or simultaneously with the Cogen Closing.

SECTION 6.04 Approvals and Consents. All consents and approvals necessary to permit the consummation of the transactions contemplated hereby, if any, shall have been obtained.

ARTICLE VII

Covenants

SECTION 7.01 Injunctions. If any federal, state, local or foreign court having jurisdiction over DSCC or Oxy-Cogen, issues or otherwise promulgates any restraining order, injunction, decree or similar order which prohibits the consummation of any of the transactions contemplated hereby, the parties hereto shall use their respective best efforts to have such restraining order, injunction, decree or similar order dissolved or otherwise eliminated as promptly as possible and to pursue the underlying Litigation diligently and in good faith. Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Section 7.01 shall limit the respective rights of the parties to terminate this Agreement pursuant to Section 8.01 hereof or shall limit or otherwise affect the respective conditions to the obligations of the parties set forth in Articles V and VI hereof.

SECTION 7.02 Best Efforts.

(a) Upon the terms and subject to the conditions hereof, each of the parties hereto agrees to take or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to

consummate and make effective the transactions contemplated by this Agreement and the Cogen Related Documents.

(b) Except as otherwise expressly provided for in this Agreement, (i) each of Oxy-Cogen and DSCC shall, and shall cause each of their respective subsidiaries to, use its and their best efforts to obtain at the earliest practicable date, whether before or after the Closing Date, all consents required to be obtained by it for the consummation of the transactions contemplated by this Agreement and the Cogen Related Documents and (ii) DSCC shall, and shall cause each of its affiliates (to the extent necessary) to, use its and their best efforts to obtain, whether before or after the Closing Date, any amendments, novations, releases, waivers, consents or approvals with respect to all outstanding debt instruments, guarantees and Contracts of DSCC and which are necessary, (A) to cure any defaults thereunder existing immediately prior to the Closing Date and (B) for the consummation of the transactions contemplated by this Agreement and the Cogen Related Documents; provided, however, that (x) in obtaining any such amendments, novations, releases, waivers, consents or approvals, no party hereto shall, or shall permit any of its subsidiaries to, agree to any amendment of any such instrument which im-

poses any obligation or liability on another party without the prior written consent of such other party, and (y) except as otherwise expressly provided by this Agreement, no party hereto shall be obligated to execute any guarantees or undertakings or otherwise incur or assume any liability in connection with obtaining any such release, novation, approval, consent, authorization or waiver.

(c) Each of Oxy-Cogen and DSCC shall provide such information and cooperate fully with each other in making such applications, filings and other submissions which may be required or reasonably necessary in order to obtain all approvals, consents, authorizations and waivers as may be required from any Governmental Agency and others in connection with the transactions contemplated by this Agreement and the Cogen Related Documents.

(d) Except as otherwise expressly provided for in this Agreement, each of Oxy-Cogen and DSCC shall promptly take all actions necessary to make each filing, including, without limitation, any supplemental filing, which any of them may be required to make with any Governmental Agency as a condition to or consequence

of the consummation of the transactions contemplated by this Agreement or any Cogen Related Document.

(e) In the event that a consent, approval, authorization, license, permit or waiver required to transfer any of the Cogeneration Assets to Oxy-Cogen or to carry out any business operation or activity relating to the Facilities or the HL&P Contract has not been obtained prior to the Cogen Closing:

(i) DSCC will transfer to Oxy-Cogen only such interest (beneficial or other) in such Cogeneration Asset that will not cause a loss of any part of such Cogeneration Asset and will not ultimately result in the violation of any Law or applicable regulation. All remaining interests in such Cogeneration Asset shall be retained by DSCC as trustee for Oxy-Cogen until the required consent, approval, authorization, license, permit or waiver is obtained; and

(ii) Such business operation or activity will, to the extent it can be done lawfully, be continued and carried out for the benefit of Oxy-Cogen by DSCC as trustee for Oxy-Cogen with all operating profits or losses

being for the account of Oxy-Cogen until the required consent, approval, authorization, license, permit or waiver is obtained, at which time the interests not previously transferred and all rights to carry out the business operation or activity will be vested in Oxy-Cogen under the terms of this Agreement.

SECTION 7.03 Notice of Failure of Condition.

Each party hereto shall as promptly as reasonably practicable notify the other in writing of the occurrence of any event of which it obtains knowledge which will result in the failure to satisfy the conditions specified in Article V hereof in the case of events relating to DSCC and Article VI hereof in the case of events relating to Oxy-Cogen.

SECTION 7.04 Schedules and Exhibits. As

promptly as practical following the end of each calendar month after the date of this Agreement and prior to the Cogen Closing, DSCC shall supplement or amend all Schedules and Exhibits to this Agreement with respect to any matter hereafter arising which, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in a Schedule or Exhibit to this Agreement. Any such supplement or amendment of any

Schedule or Exhibit to this Agreement made pursuant to this Section 7.04 which purports to correct any prior representation or cure the breach of any prior warranty made in this Agreement shall, but only if consented to by Oxy-Cogen, be deemed to correct such representation and cure the breach of such warranty for purposes of Section 5.01 of this Agreement.

SECTION 7.05 Insurance. DSCC shall use its best efforts to renew the insurance policies, if any, relating to the Cogeneration Business Unit currently in effect (or to procure replacement policies and binders of substantially the same cost and nature) and maintain all such policies and binders in full force and effect at all times up to and including the Closing Date, and to pay all premiums, deductibles and retro-adjustment billings with respect thereto covering all periods, and insuring coverage of the Cogeneration Assets up to and including the Closing Date.

SECTION 7.06 Course of Conduct. Between the date of this Agreement and until the Cogen Closing, DSCC shall (a) maintain the status of each of the Facilities as a "Qualifying Facility" under PURPA and as a "qualified cogeneration facility" under the Texas Public Utility Regulatory Act and the rules of the Public Utility

Commission of Texas, (b) maintain the status of each of the Facilities as being free from the requirements of the Fuel Use Act, (c) operate the Facilities in the ordinary course consistent with past practice, (d) maintain the compliance by DSCC and each Facility with all permits, licenses, franchises and all other governmental authorizations for the ownership, construction, improvement, equipment, operation and maintenance of such Facility other than such noncompliance as would not have a material adverse effect on the business, financial condition or results of operations of the Facilities, and (e) promptly provide Oxy-Cogen notice of any material adverse developments or threatened material adverse developments in the business, financial condition or results of operations of either of the Cogeneration Business Unit.

SECTION 7.07 HL&P Consent.

(a) DSCC shall use its best efforts, whether before or after the Closing Date, to obtain the consent of HL&P to (i) assignment of the HL&P Contract and the transfer of the Cogeneration Assets contemplated hereby, and (ii) such amendments, novations, releases, waivers, consents or approvals necessary to release DSCC thereunder and under any agreement or understanding related thereto. If reasonably necessary in the circum-

stances, the obligation of DSCC to use its best efforts shall include, without limitation, providing its guarantee, or the guarantee of any of its subsidiaries and affiliates, in consideration for the granting or obtaining of any such amendments, novations, releases, waivers, consents or approvals.

(b) DSCC shall cooperate reasonably with Oxy-Cogen and its representatives in their discussions with HL&P in respect of any assignment or amendment of the HL&P Contract.

SECTION 7.08 Allocation of Purchase Price.

The allocation of the Purchase Price shall be as set forth below and for all purposes the parties hereto shall treat the transactions contemplated hereby in a manner consistent with such allocation.

Cogeneration Business Unit

Allocation of Purchase Price

The Cogeneration Assets (other than the HL&P Contract)	\$152,800,000
HL&P Contract	<u>297,200,000</u>
Total	<u>\$450,000,000</u>

ARTICLE VIII

Termination and Amendment

SECTION 8.01 Termination. This Agreement may be terminated at any time prior to the Cogen Closing:

(a) by mutual consent of the parties hereto; and

(b) by either party hereto upon written notice to the other upon termination of the Stock Purchase Agreement pursuant to Section 11.01 thereof.

SECTION 8.02 Obligations Shall Cease. In the event that this Agreement shall be terminated pursuant to Section 8.01 hereof, all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party, except (a) as set forth in Section 8.03 hereof and (b) with respect to terminations pursuant to Section 8.01(b) hereof as a result of a termination of the Stock Purchase Agreement under Section 11.01(c) thereof, as to any party whose breach of this Agreement resulted in the failure to close.

SECTION 8.03 Fees and Expenses. Each party hereto shall pay all of the fees and expenses incurred by it in connection herewith.

ARTICLE IX

Miscellaneous

SECTION 9.01 Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

SECTION 9.02 Notices. Any notices or other communications required or permitted hereunder shall be given in writing and shall be delivered or sent by next day delivery service, personal delivery or certified or registered mail, postage prepaid, addressed as follows:

If to Oxy-Cogen, to:

Oxy-Alkali Cogeneration Corporation
c/o Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Gerald M. Stern, Esq.

If to DSCC, to:

Diamond Shamrock Chemicals Company
c/o Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201
Attention: James F. Kelley, Esq.

With a copy to:

Jones, Day, Reavis & Pogue
2300 LTV Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert A. Profusek, Esq.

If to DSCC following the Closing, to:

Diamond Shamrock Chemicals Company
c/o Occidental Chemical Corporation
800 Connecticut Avenue
Norwalk, Connecticut 06850
Attention: President

With a copy to OPC

If to Oxy-Cogen, or if to DSCC following the
Closing, copies to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: Jeffrey W. Tindell, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
515 S. Figueroa Street
Los Angeles, California 90071
Attention: Jerome L. Coben, Esq.

or to such other address as shall be furnished in writing
by such party, and any such notice or communication shall
be effective and be deemed to have been given as of the
date so dispatched, delivered or mailed; provided, that,
any notice or communications changing any of the address-
es set forth above shall be effective and deemed given
only upon its receipt.

SECTION 9.03 Successors. This Agreement and
all of the provisions hereof shall be binding upon and
inure to the benefit of the parties hereto and their
respective successors and permitted assigns, but neither
this Agreement nor any of the rights, interests or obli-

gations hereunder shall be assigned by any party hereto without the prior written consent of the other party.

SECTION 9.04 Other Action. Consistent with the terms and conditions hereof, each party hereto will execute and deliver such instruments, certificates and other documents and take such other action as the other party hereto may reasonably require in order to carry out this Agreement or any of the Cogen Related Documents and the transactions contemplated hereby and thereby.

SECTION 9.05 Entire Agreement. Each of the Schedules and Exhibits referred to herein, whether or not attached hereto, are hereby incorporated in and made a part of this Agreement as if set forth in full herein. This Agreement and the Cogen Related Documents constitute the sole and entire agreement among the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede all prior arrangements or understandings with respect thereto; and there are no restrictions, agreements, promises, representations, warranties, covenants or undertakings other than those expressly set forth herein or therein.

SECTION 9.06 Third Parties. Except as specifically set forth or referred to herein (including, without limitation, Section 9.03 hereof) nothing herein expressed or implied is intended or shall be construed to confer upon or give any entity other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

SECTION 9.07 Counterparts. This Agreement may be executed in two or more counterparts all of which shall be considered one and the same agreement and each of which shall be deemed an original.

SECTION 9.08 Governing Law. This Agreement shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

SECTION 9.09 Bulk Sales. Oxy-Cogen waives compliance by DSCC with the provisions of the so-called bulk sales law of any state. DSCC shall indemnify and hold harmless Oxy-Cogen and its affiliates against all loss, damage and expense suffered by any such persons as a result of non-compliance by DSCC with any such bulk

sales laws, this indemnity being in addition to the indemnity provided elsewhere herein.

SECTION 9.10 Rules of Construction. Unless the context otherwise requires (a) all capitalized terms not otherwise defined herein have the meaning assigned to them in the Stock Purchase Agreement, (b) "or" is disjunctive but not necessarily exclusive, and (c) words in the singular include the plural and in the plural include the singular. No provision of this Agreement shall be construed in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in its drafting or by reason of the extent to which this Agreement or any such provision hereof is inconsistent with any prior draft hereof or thereof.

IN WITNESS WHEREOF, each of the parties hereto
has caused this Agreement to be executed by its duly
authorized officer as of the day and year first above
written.

DIAMOND SHAMROCK CHEMICALS
CORPORATION

By _____
Name:
Title:

OXY-ALKALI COGENERATION
CORPORATION

By _____
Name:
Title:

EXHIBIT 4.06

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

SEPARATION BENEFITS

2846g

OCC 033218

EXHIBIT 4.06

Separation Benefits

Battleground, TX
Belle, WV
Convent, LA
Deer Park, TX
Delaware City, DE
Muscle Shoals, AL
Mobile, AL
Castle Hayne, NC
Dallas, TX
Duncanville, AL
Franklin Park, IL
Lockport, NY
Oxnard, CA
Ashtabula, OH
Richmond, CA
Morristown, NJ
Pasadena, TX

8462G

OCC 033219



**Human Resources
Policies and
Administrative Guidelines**

SECTION
COMPENSATION

SUBJECT
SEPARATION PAY

Eligibility for
Separation Pay

A regular full-time employee will be eligible for separation pay and other benefits under this policy guideline if (1) the employee's employment is terminated for any reason other than death, voluntary termination (including retirement), failure to return from a leave of absence, or discharge for reasons of criminal activity, willful misconduct, gross negligence in the performance of duties, or violation of Corporation policy, or (2) the employee's position is eliminated, as determined by the Corporation, and he/she is not offered another position at the same grade level or above within 35 miles of such employee's job location. Any employee who voluntarily terminates his/her employment before his/her scheduled termination date, as determined by the Corporation, is not eligible for separation pay or other benefits under this policy guideline.

The Corporation may or may not, at its sole option, provide advance notice of separation to the employee. If advance notice is provided to the employee, the Corporation may, at its sole option, reduce the separation pay and any other benefits under this policy guideline by the amount of advance notice provided.

If (a) Diamond Shamrock sells or otherwise transfers ownership of the business in which an employee is employed and (b) the new owner of such business offers to employ the employee upon his/her termination from Diamond Shamrock at a salary at least equal to his/her final salary with Diamond Shamrock and at a location not more than 35 miles from that of his/her final Diamond Shamrock job, then such employee shall not be eligible for separation pay under this policy guideline or any other policy of the Corporation.

This policy guideline also does not apply to an employee who is entitled to receive separation pay pursuant to Policy Guideline 10.

OCC 033220



**Human Resources
Policies and
Administrative Guidelines**

SECTION
COMPENSATION

SUBJECT
SEPARATION PAY

Questions concerning application or interpretation of this policy guideline, including questions about the application of this policy guideline in situations where a job will be eliminated, should be referred to the Corporate Human Resources Department.

This policy guideline does not constitute a contract or guarantee of employment to anyone. The Corporation reserves the right to change or terminate this policy guideline for any reason. This policy guideline, together with Policy Guideline 10, replaces and supersedes any separation pay policy issued prior hereto.

Separation Pay Formula

Each eligible employee will receive separation pay in accordance with the following standard separation pay formula:

- (1) For less than six months' service:
Through Job Class 21 - one week's pay; Job Class 22 and above - two weeks pay.
- (2) For service of six months to one year:
Through Job Class 21 - two weeks' pay; Job Class 22 and above - four weeks' pay.
- (3) For service in excess of one year, but less than 20 years: Through Job Class 21 - one week's pay for each year of employment (minimum shall be two weeks' pay); Job Class 22 and above - two weeks' pay for each year of employment (minimum shall be four weeks' pay).
- (4) For service in excess of 19 years:
Through Job Class 21 - one week's pay for each year of employment for each of the first 19 years, plus two weeks' pay for each year in excess of 19 years; Job Class 22 and above - two weeks' pay for each year of employment.

OCC 033221



**Human Resources
Policies and
Administrative Guidelines**

SECTION
COMPENSATION

SUBJECT
SEPARATION PAY

In addition to the preceding standard separation pay formula, eligible employees in Job Class levels 27 and above shall receive three months' pay.

Vacation compensation, earned and unused at the time of separation, shall be paid in addition to the amounts set forth above.

In instances where an eligible employee's position has been eliminated and he/she is not offered another position as set forth under "Eligibility for Separation Pay" above, such employee will receive a separation pay benefit which is enhanced as follows:

- (1) For less than six months' service:
Through Job Class 21 - additional one week's pay; Job Class 22 and above - additional two weeks' pay.
- (2) For service of six months to one year:
Through Job Class 21 - additional two weeks' pay; Job Class 22 and above - additional four weeks' pay.
- (3) For service in excess of one year:
Through Job Class 21 - the minimum separation pay is raised to four weeks' pay; Job Class 22 and above - the minimum separation pay is raised to eight weeks' pay.

In no case will any employee receive more than 52 weeks' separation pay.

Timing of Separation
Payments

Separation pay is not included as earnings for the purpose of calculating benefits under the retirement plans or any other employee benefit plans of the Corporation.

OCC 033222



**Human Resources
Policies and
Administrative Guidelines**

SECTION

COMPENSATION

SUBJECT

SEPARATION PAY

The separation payment is made from operating funds and not from any employee benefit plan funds.

Separation pay will be paid in a lump sum on the date of termination or promptly thereafter.

Benefits

All benefits of the eligible employee will cease upon termination, except as follows:

The eligible employee and his/her dependents will be covered by the Basic Medical Benefit Plan for a period equivalent to the total number of weeks of separation pay that the employee will receive (including the three months' additional pay for Job Class levels 27 and above). For example, an employee who receives eight weeks' separation pay (four weeks' under the standard formula and an additional four weeks' due to job elimination) would receive Basic Medical Benefit Plan coverage for a period of eight weeks. If an eligible employee's Basic Medical Benefit coverage would terminate on a day prior to the last day of a month, such benefit coverage will be extended to the last day of such month. In no case will the Basic Medical Benefit Plan coverage provided under this policy guideline continue beyond the last day of the sixth month following such employee's termination. Furthermore, at any such time as the employee commences coverage under another medical benefit plan, including coverage as a dependent, his/her Medical Benefit Plan under this policy guideline will terminate.

Such employee may convert to an individual medical insurance policy at any time prior to termination of his/her coverage, in accordance with the Corporation's medical benefits program.

OCC 033223



**Human Resources
Policies and
Administrative Guidelines**

SECTION
COMPENSATION

SUBJECT
SEPARATION PAY

Coverage under the Basic Life Insurance Program will continue for 30 days following the eligible employee's termination date, during which period such employee may convert to an individual policy in accordance with the Corporation's life insurance program.

Retirement service credits cease upon the eligible employee's date of termination. However, an employee with at least 10 years of service is eligible for a vested retirement benefit. An employee age 55 or older at date of termination will be eligible to apply for a retirement benefit in accordance with the retirement plan that applies to him/her.

Participation in the Employee Shareholding and Investment Plan and Employee Stock Ownership Plan will cease upon the eligible employee's date of termination. Vested amounts credited to such employee's accounts in such plans will be distributed to him/her in accordance with the terms of such plans.

On the date of termination, the eligible employee will cease coverage or participation in the Dental Assistance Plan and Disability Income Program (including the Salary Continuation Plan and the Long-Term Disability Plan).

In instances of job elimination, at the sole discretion of the Corporation, outplacement counseling may be provided to the eligible employee.

OCC 033224

EXHIBIT 6.01

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

OPINION OF SELLER'S COUNSEL

2846g

OCC 033225



Diamond Shamrock

Corporate Law Department

W. E. Notestine
Vice President and
Deputy General Counsel

September 4, 1986

Oxy-Diamond Alkali Corporation
c/o Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024

Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024

Gentlemen:

I am Vice President and Deputy General Counsel of, and have acted as one of counsel for, Diamond Shamrock Corporation, a Delaware corporation ("Seller"), in connection with the Stock Purchase Agreement, dated as of September 4, 1986 (the "Agreement"), by and among Seller, Occidental Petroleum Corporation, Occidental Chemical Holding Company, and Oxy-Diamond Alkali Corporation ("Buyer") providing for the sale by Seller to Buyer of all of the issued and outstanding Shares of Diamond Shamrock Chemicals Company, a Delaware corporation ("DSCC"), on the terms and conditions set forth therein. This opinion is being furnished to you pursuant to Section 6.01 of the Agreement. Terms used in this opinion which are defined in the Agreement are used herein as so defined.

I have examined originals, or photostatic or certified copies, of such corporate records and documents of Seller and its subsidiaries, public documents, certificates of officers or representatives of Seller and its subsidiaries, certificates of public officials, and such other instruments and documents as I have deemed relevant and necessary as a basis for the opinions hereinafter expressed. In making such examinations, I have assumed the genuineness of all signatures and the authenticity of all documents submitted to me as originals, the conformity to the original documents of all documents submitted to me as certified or photostatic copies, and the authenticity of the originals of such latter documents.

I am a member of the Bar of the State of Texas and do not purport to be an expert on, generally familiar with or qualified to express legal conclusions based on, laws other than the laws of the State of Texas and the substantive laws of

OCC 033226

Diamond Shamrock Corporation
World Headquarters, 717 North Harwood Street, Dallas, Texas 75201 Phone: 214 922-2706

OCCNJ 0000525

the State of Delaware. Accordingly, the opinions expressed below are specifically limited to the laws of the State of Texas and the substantive laws of the State of Delaware.

On the basis of the foregoing, and relying upon the statements of fact contained in the documents I have examined, I am of the opinion that:

1. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has the requisite corporate power and authority (a) to own, operate and lease its properties and to carry on its business as now being conducted and (b) to execute, deliver and perform the Agreement and each of the Related Documents to which it is a party and to consummate the transactions contemplated thereby.

2. The execution, delivery and performance by Seller of the Agreement and each of the Related Documents to which it is a party, and the consummation by Seller of the transactions contemplated thereby, have been duly authorized by requisite corporate action on the part of Seller. Each of the Agreement and each of the Related Documents to which Seller is a party is a valid and binding obligation of, enforceable in accordance with its terms against, Seller, except that (a) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3. DSCC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. DSCC has the requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted. DSCC has the requisite corporate or similar power and authority to execute, deliver and perform each of the Related Documents to which it is a party and to consummate the transactions contemplated thereby.

4. The execution, delivery and performance by DSCC of each of the Related Documents to which it is a party, and the consummation by DSCC of the transactions contemplated thereby, have been duly authorized by requisite corporate action on the part of DSCC. Each of the Related Documents to which DSCC is a party is a valid and binding obligation of,

enforceable in accordance with its terms against, DSCC, except that (a) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

5. The authorized capital stock of DSCC consists of 1,000 shares of Common Stock, par value \$1.00 per share. The Shares constitute all the issued and outstanding shares of capital stock of DSCC, all of which Shares are owned of record by Seller. The Shares have been validly issued and are fully paid and non-assessable. There are no outstanding convertible or exchangeable securities, subscriptions, calls, commitments, preemptive rights, preferential rights, options, warrants, rights (contractual or arising by operation of law, including, without limitation, rights of first refusal) or other agreements relating to the purchase, other acquisition or voting (pursuant to a voting agreement or trust or otherwise) by any person or entity of any shares of capital stock or other equity or ownership interest in DSCC.

Very truly yours,

2796g

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OCC 033228

OCCNJ 000527

EXHIBIT 7.01

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

OPINION OF BUYER'S COUNSEL

2846g

OCC 033229

OCCNJ 0000528

OCCIDENTAL PETROLEUM CORPORATION

10889 WILSHIRE BOULEVARD, SUITE 1500
LOS ANGELES, CALIFORNIA 90024
(213) 208-8800 • (213) 879-1700

RAYMOND GILL
ASSOCIATE GENERAL COUNSEL

September 4, 1986

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201

Attention: James F. Kelley, Esq.

Gentlemen:

I am Associate General Counsel of Occidental Petroleum Corporation ("OPC"); and I (with the assistance of other members of the legal staffs of OPC and its subsidiary corporations) have acted as counsel to OPC and its three indirectly wholly owned subsidiary corporations, Occidental Chemical Holding Corporation ("Oxy-Chem"), Oxy-Diamond Alkali Corporation ("Buyer") and Oxy-Alkali Cogeneration Corporation ("Oxy-Alkali"), in connection with the negotiation, execution and delivery of the following agreements (the "Agreements") all dated September 4, 1986.

(a) the "Stock Purchase Agreement" by and among Diamond Shamrock Corporation ("Seller"), OPC, Oxy-Chem and Buyer; and

(b) The "Related Documents" (as defined in the Stock Purchase Agreement).

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned thereto in the Stock Purchase Agreement.

I am familiar with the corporate proceedings taken by OPC, Oxy-Chem, Buyer and Oxy-Alkali (collectively the "Occidental Entities") in connection with the negotiation and authorization of the Agreements, and the transactions contemplated thereby. In addition, I have examined (or caused to be examined) such corporate records of each of the Occidental Entities and such other documents and such questions of law and fact as I have considered necessary or appropriate to render the opinions hereinafter expressed. Based upon and subject to the foregoing, and subject to the qualifications, exceptions and limitations expressed below, it is my opinion that:

1. Each of OPC, Buyer and Oxy-Alkali is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Oxy-Chem is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Each of the Occidental Entities has the requisite

OCC 033230

Page 2

corporate power and authority (a) to own, operate and lease its properties and to carry on its business as now being conducted and (b) to execute, deliver and perform each of the Agreements to which it is a party and to consummate the transactions contemplated thereby.

2. The execution, delivery and performance by each of the Occidental Entities of each of the Agreements to which it is a party, and the consummation by each of the Occidental Entities of the transactions contemplated thereby, have been duly authorized by requisite corporate action on the part of each of them. Each of the Agreements is a valid and binding obligation of, enforceable in accordance with its terms against, each of the Occidental Entities which is a party thereto except that (a) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before any proceeding therefor may be brought.

I am a member of only the California, New York and Georgia Bars; and, for purposes of this opinion, I do not hold myself out as an expert on, nor do I express any opinion as to the laws of any other jurisdiction.

With your approval, I have relied, as to certain matters of fact, on information obtained from public officials, officers of OPC and its subsidiaries, and other sources believed by me to be responsible; and I have assumed that the signatures on all documents examined by me are genuine, that all documents submitted to me as originals are authentic and that all documents submitted to me as copies conform with the originals, which assumptions I have not verified independently.

Very truly yours

Raymond Gill

RG:bh
Leg-8821

OCC 033231

OCCNJ 0000530

EXHIBIT 8.08

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

ASSUMPTION INSTRUMENTS

2846g

OCC 033232

OCCNJ 0000531

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") made as of the 4th day of September, 1986, by and between DIAMOND SHAMROCK CORPORATION, a Delaware corporation ("Seller"), and DIAMOND SHAMROCK CHEMICALS COMPANY, a Delaware corporation ("DSCC");

WITNESSETH

WHEREAS, Seller, Occidental Petroleum Corporation, a Delaware corporation ("OPC"), Occidental Chemical Holding Corporation, a California corporation and an indirect wholly owned subsidiary of OPC ("Oxy-Chem"), and Oxy-Diamond Alkali Corporation, a Delaware corporation and an indirect wholly owned subsidiary of OPC ("Buyer"), have entered into a certain Stock Purchase Agreement made as of the 4th day of September, 1986 (the "Stock Purchase Agreement"), upon the terms and subject to the conditions of which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the outstanding shares of capital stock of DSCC; and

OCC 033233

WHEREAS, pursuant to Sections 1.03 and 8.08 of the Stock Purchase Agreement, Seller has agreed to assign or cause to be assigned to DSCC, and to cause DSCC to assume, prior to the Closing (as defined in Section 5.01 of the Stock Purchase Agreement), each of the financial obligations described in Schedule 1.02 of the Stock Purchase Agreement (the "Assumed Obligations"); and

WHEREAS, upon the terms and subject to the conditions of this Agreement, Seller desires to assign to DSCC, and DSCC desires to assume from Seller, certain of the Assumed Obligations.

NOW, THEREFORE, it is agreed as follows:

Section 1. Seller hereby assigns, transfers, conveys and delivers to DSCC, all of its right, title, interest and estate in, to and under each of the agreements listed on Schedule 1 hereto (the "Subject Agreements"). Seller hereby represents and warrants to DSCC that, prior to the date hereof, it has not assigned or otherwise transferred any of its right, title, interest or estate in, to or under any of the Subject Agreements except such right, title, interest or estate, if any,

previously transferred pursuant to the Sharing Agreements listed on Schedule 2 hereto (the "Sharing Agreements").

Section 2. DSCC hereby accepts the foregoing assignment and assumes and agrees to perform all of the duties, obligations and agreements of Seller under the Subject Agreements arising on and after the Closing Date (as defined in Section 5.01 of the Stock Purchase Agreement); provided, however, that nothing contained in this Agreement shall be deemed to release or otherwise discharge Seller from any of its duties, obligations or agreements under or, directly or indirectly related to, any of the Subject Agreements to the extent that such duties, obligations and agreements are not assigned to DSCC or are otherwise unaffected, pursuant to the terms of the Subject Agreements or applicable law, by the assignment provided for in Section 1 of this Agreement. DSCC undertakes the aforementioned obligations absolutely and unconditionally.

Section 3. Seller hereby represents, warrants and covenants that (i) prior to the Closing Date, no action has been taken, or omitted to be taken, that would cause the interest on any bonds or other evidences of

indebtedness issued pursuant to the Subject Agreements (the "Bonds") to be subject to taxation under the Internal Revenue Code of 1954, as amended (the "Code") (other than when held by a substantial user or related person, as such terms are defined in Section 103 of the Code), (ii) the Internal Revenue Service (the "IRS") has made no assertion or determination that the interest on the Bonds is or will be subject to taxation under the Code, (iii) so long as any of the Bonds are outstanding it will take no action, or omit to take any action, that would cause the interest on the Bonds to be so taxable, and (iv) the transactions contemplated by this Agreement will not cause interest on the Bonds to be subject to taxation under the Code nor cause a default pursuant to the Subject Agreements.

Section 4. DSCC hereby represents, warrants and covenants that so long as any of the Bonds are outstanding it will take no action, or omit to take any action, that would cause the interest on the Bonds to be subject to taxation under the Code (other than when held by a substantial user or related person, as such terms are defined in Section 103 of the Code).

Section 5. Until such time as each of the Subject Agreements has been fully performed, discharged and satisfied, Seller shall, and shall cause each of its subsidiaries to, perform and remain in compliance with its and their respective duties, obligations and agreements under, and, directly or indirectly, related to, each of the Subject Agreements, to the extent that such duties, obligations and agreements are not assigned to DSCC or are otherwise unaffected, pursuant to the terms of the Subject Agreements or applicable law, by the assignment provided for in Section 1 of this Agreement. Seller undertakes the aforementioned obligations absolutely and unconditionally.

Section 6. As promptly as practicable after the date hereof, Seller shall notify the appropriate parties under each of the Subject Agreements to request that a copy of any notice, request, consent, demand, certificate or other communication (individually and collectively, "Communications") given to Seller pursuant to each of the Subject Agreements shall also be given to DSCC at the address specified in Section 22 hereof and in the same manner and on the same terms as Communications are required to be given to Seller thereunder. Within

five business days of receipt of any Communications, Seller and DSCC shall each forward to the other party a copy thereof. Each of Seller and DSCC shall provide the other with a copy of any Communication given by it at the time it is given or is required to be given pursuant to any of the Subject Agreements, at least five business days prior to the date such Communication is to be given. All such Communications required to be given pursuant to this Section 6 shall be given in accordance with the provisions of Section 22 hereof.

Section 7. Until such time as each of the Subject Agreements has been fully performed, discharged and satisfied, each of Seller and DSCC shall maintain its corporate existence and qualification to do business in each jurisdiction required by each of the Subject Agreements and shall not merge or consolidate with any other corporation or sell or dispose of all or substantially all of its assets, unless (a)(i) it is the surviving corporation, or (ii) the surviving or successor corporation is a corporation organized and existing under the laws of the United States of America or a state thereof or is a Pass Through Purchaser (as defined in Section 9.05 of the Stock Purchase Agreement) and such corpora-

tion or Pass Through Purchaser expressly assumes, in a written instrument delivered to the other party, the punctual performance and observance of all of the covenants and conditions of this Agreement and each of the Subject Agreements to be performed by such party; and (b) such party or such surviving or successor corporation or such Pass Through Purchaser, as the case may be, shall not, immediately after such merger, consolidation, sale or disposition, be in default in the performance of any covenants or conditions under this Agreement or under any of the Subject Agreements..

Section 8. Without the prior written consent of DSCC, Seller shall not exercise any option available to it under any of the Subject Agreements or amend, modify, waive or otherwise change any of the terms of any of the Subject Agreements. Upon the written request of DSCC, and upon deposit by DSCC of sufficient monies or other obligations as may be required under the applicable Subject Agreements, Seller shall exercise any option available to it under any of the Subject Agreements and shall assign to DSCC all of its right, title, interest and estate in, to or under such option, in each case to the extent provided in such written request, and in each

case subject to the terms and conditions of any of the applicable Sharing Agreements.

Section 9. Subject to the provisions of Section 21, Seller shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless each of OPC, Oxy-Chem, Buyer, each of the DSCC Companies (as defined in Section 2.02 of the Stock Purchase Agreement) and each Pass Through Purchaser, each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses (as defined in Section 9.03 of the Stock Purchase Agreement) relating to, resulting from or arising out of:

(a) any breach of any of its representations, warranties or obligations contained in this Agreement;

(b) any of the Subject Agreements or any agreements or instruments relating thereto or made in connection therewith, arising or resulting in any manner from the actions or omissions of (i) any DSCC Company prior to the Closing Date or (ii) Seller, any Diamond Company (as defined in Section 2.02 of the Stock Purchase

Agreement) or any other party thereto (excluding the DSCC Companies and their successors and assigns, but including, without limitation, any party to the Sharing Agreements), whether before or after the Closing Date; or

(c) (i) a determination by the IRS or any, court or other competent authority, or (ii) a claim by any Bondholder that the interest on the Bonds is subject to taxation under the Code (other than when held by a substantial user or related person, as such terms are defined in Section 103 of the Code), in each case as a result of a breach of Seller's representations, warranties or covenants under Section 3 hereof.

Section 10. Subject to the provisions of Section 21, DSCC shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless Seller, its subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses relating to, resulting from or arising out of:

(a) any breach of any of its obligations contained in this Agreement;

(b) any of the Subject Agreements arising or resulting in any manner from the actions or omissions of any DSCC Company after the Closing Date; or

(c) (i) a determination by the IRS or any court or other competent authority, or (ii) a claim by any Bondholder that the interest on the Bonds is subject to taxation other under the Code (other than when held by a substantial user or related person, as such terms are defined in Section 103 of the Code), in each case as a result of a breach of DSCC's representations, warranties or covenants under Section 4 hereof.

Section 11. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any and all other remedies against any other party hereto, including, without limitation, any rights to indemnity contained in the Stock Purchase Agreement and any action for breach of a covenant under this Agreement or the Stock Purchase Agreement.

Section 12. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (other than to a Pass Through Purchaser) by any of the parties hereto without the prior written consent of the other party.

Section 13. This Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.

Section 14. Consistent with the terms and conditions hereof, each party hereto will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Agreement and the transactions contemplated hereby.

Section 15. This Agreement shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters, including, but not

limited to, matters of validity, construction, effect and performance.

Section 16. Any waiver by any party hereto of any breach of, or failure to comply with, any provision of this Agreement by any other party hereto shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 17. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction, the validity of any other provision of this Agreement shall not be affected thereby.

Section 18. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 19. Schedules 1 and 2 to this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full herein. This Agreement, together with the provisions of the Stock Purchase

Agreement referred to herein (but only to the extent referred to herein), constitute the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior arrangements or understandings with respect thereto; and there are no restrictions, agreements, promises, representations, warranties, covenants or undertakings other than those expressly set forth herein or therein.

Section 20. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person or entity other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 21. Upon making any payment for an Indemnifiable Loss hereunder (as defined in Section 9.03 of the Stock Purchase Agreement) ("Indemnity Payment"), the Indemnifying Party (as defined in Section 9.03 of the Stock Purchase Agreement) shall to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnitee (as defined in Section 9.03 of the Stock Purchase Agreement) against any third party including, without limitation, any party to any Sharing Agreement in

respect of the Indemnifiable Loss to which the Indemnity Payment relates; provided, however, that (a) the Indemnifying Party shall then be in compliance with its obligations under this Agreement in respect of such Indemnifiable Loss, and (b) until the Indemnitee recovers full payment of its Indemnifiable Loss, any and all claims of the Indemnifying Party against any such third party on account of said Indemnity Payment are hereby made expressly subordinated and subjected in right of payment to the Indemnitee's rights against such third party. Without limiting the generality of any other provision hereof, each such Indemnitee and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the above described subrogation and subordination rights.

Section 22. Any Communications (including, without limitation, Communications required to be given to DSCC pursuant to Section 6 hereof) required or permitted hereunder shall be given in writing and shall be delivered or sent by next day delivery service, personal delivery or certified or registered mail, postage prepaid, addressed as follows:

If to DSCC:

Diamond Shamrock Chemicals Company
c/o Occidental Chemical Corporation
800 Connecticut Avenue
Norwalk, Connecticut 06850
Attention: President

With copies to:

Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Gerald M. Stern, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: Jeffrey W. Tindell, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
515 S. Figueroa Street
Los Angeles, California 90071
Attention: Jerome L. Coben, Esq.

If to Seller, to:

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201
Attention: James F. Kelley, Esq.

With a copy to:

Jones, Day, Reavis & Pogue
2300 LTV Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert A. Profusek, Esq.

or to such other address as shall be furnished in writing
by such party, and any such notice or communication shall

be effective and be deemed to have been given as of the date so dispatched, delivered or mailed; provided, that, any notice or communications changing any of the addresses set forth above shall be effective and deemed given only upon its receipt.

Section 23. EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED IN ARTICLE II OF THE STOCK PURCHASE AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN ANY FACILITIES ACQUIRED OR LEASED WITH PROCEEDS FROM THE SUBJECT AGREEMENT HEREBY ASSIGNED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF SUCH FACILITIES FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, each of the parties hereto
has caused this Agreement to be executed by its duly
authorized officers as of the day and year first above
written.

DIAMOND SHAMROCK CORPORATION

By: _____
Name:
Title:

ATTEST:

DIAMOND SHAMROCK CHEMICALS
COMPANY

By: _____
Name:
Title:

ATTEST:

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, residing at _____ known to me to be the _____ President, and _____, residing at _____ known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors and as such corporation's free act and deed.

WITNESS my hand and official seal.

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, residing at _____ known to me to be the _____ President, and _____, residing at _____ known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors and as such corporation's free act and deed.

WITNESS my hand and official seal.

Notary Public

OCC 033250

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT

("Agreement") made as of the 4th day of September, 1986, by and between DIAMOND SHAMROCK CORPORATION, a Delaware corporation ("Seller"), and DIAMOND SHAMROCK CHEMICALS COMPANY, a Delaware corporation ("DSCC");

WITNESSETH

WHEREAS, Seller, Occidental Petroleum Corporation, a Delaware corporation ("OPC"), Occidental Chemical Holding Corporation, a California corporation and an indirect wholly owned subsidiary of OPC ("Oxy-Chem"), and Oxy-Diamond Alkali Corporation, a Delaware corporation and an indirect wholly owned subsidiary of OPC ("Buyer"), have entered into a certain Stock Purchase Agreement made as of the 4th day of September, 1986 (the "Stock Purchase Agreement"), upon the terms and subject to the conditions of which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the outstanding shares of capital stock of DSCC; and

OCC 033251

OCCNJ 0000550

WHEREAS, pursuant to Sections 1.03 and 8.08 of the Stock Purchase Agreement, Seller has agreed to assign or cause to be assigned to DSCC, and to cause DSCC to assume, prior to the Closing (as defined in Section 5.01 of the Stock Purchase Agreement), each of the financial obligations described in Schedule 1.02 of the Stock Purchase Agreement (the "Assumed Obligations"); and

WHEREAS, upon the terms and subject to the conditions of this Agreement, Seller desires to assign to DSCC, and DSCC desires to assume from Seller, certain of the Assumed Obligations.

NOW, THEREFORE, it is agreed as follows:

Section 1. Seller hereby assigns, transfers, conveys and delivers to DSCC, all of its right, title, interest and estate in, to and under each of the agreements listed on Schedule 1 hereto (the "Subject Agreements"). Seller hereby represents and warrants to DSCC that, prior to the date hereof, it has not assigned or otherwise transferred any of its right, title, interest or estate in, to or under any of the Subject Agreements.

Section 2. DSCC hereby accepts the foregoing assignment and assumes and agrees to perform all of the duties, obligations and agreements of Seller under the Subject Agreements arising on and after the Closing Date (as defined in Section 5.01 of the Stock Purchase Agreement); provided, however, that nothing contained in this Agreement shall be deemed to release or otherwise discharge Seller from any of its duties, obligations or agreements under or, directly or indirectly related to, any of the Subject Agreements to the extent that such duties, obligations and agreements are not assigned to DSCC or are otherwise unaffected, pursuant to the terms of the Subject Agreements or applicable law, by the assignment provided for in Section 1 of this Agreement. DSCC undertakes the aforementioned obligations absolutely and unconditionally.

Section 3. Until such time as each of the Subject Agreements has been fully performed, discharged and satisfied, Seller shall, and shall cause each of its subsidiaries to, perform and remain in compliance with its and their respective duties, obligations and agreements under, and, directly or indirectly, related to, each of the Subject Agreements, to the extent that such

duties, obligations and agreements are not assigned to DSCC or are otherwise unaffected, pursuant to the terms of the Subject Agreements or applicable law, by the assignment provided for in Section 1 of this Agreement. Seller undertakes the aforementioned obligations absolutely and unconditionally.

Section 4. As promptly as practicable after the date hereof, Seller shall notify the appropriate parties under each of the Subject Agreements to request that a copy of any notice, request, consent, demand, certificate or other communication (individually and collectively, "Communications") given to Seller pursuant to each of the Subject Agreements shall also be given to DSCC at the address specified in Section 20 hereof and in the same manner and on the same terms as Communications are required to be given to Seller thereunder. Within five days of receipt of any Communication, Seller and DSCC shall each forward to the other party a copy thereof. Each of Seller and DSCC shall provide the other with a copy of any Communication given by it at the time it is given or is required to be given pursuant to any of the Subject Agreements, at least five business days prior to the date such Communication is to be given. All such

Communications required to be given pursuant to this Section 4 shall be given in accordance with the provisions of Section 20 hereof.

Section 5. Until such time as each of the Subject Agreements has been fully performed, discharged and satisfied, each of Seller and DSCC shall maintain its corporate existence and qualification to do business in each jurisdiction required by each of the Subject Agreements and shall not merge or consolidate with any other corporation or sell or dispose of all or substantially all of its assets, unless (a)(i) it is the surviving corporation, or (ii) the surviving or successor corporation is a corporation organized and existing under the laws of the United States of America or a state thereof or is a Pass Through Purchaser (as defined in Section 9.05 of the Stock Purchase Agreement) and such corporation or Pass Through Purchaser expressly assumes, in a written instrument delivered to the other party, the punctual performance and observance of all of the covenants and conditions of this Agreement and each of the Subject Agreements to be performed by such party; and (b) such party or such surviving or successor corporation or such Pass Through Purchaser, as the case may be, shall

not, immediately after such merger, consolidation, sale or disposition, be in default in the performance of any covenants or conditions under this Agreement or under any of the Subject Agreements.

Section 6. Without the prior written consent of DSCC, Seller shall not exercise any option available to it under any of the Subject Agreements or amend, modify, waive or otherwise change any of the terms of any of the Subject Agreements. Upon the written request of DSCC, and upon deposit by DSCC of sufficient monies or other obligations as may be required under the applicable Subject Agreements, Seller shall exercise any option available to it under any of the Subject Agreements and shall assign to DSCC all of its right, title, interest and estate in, to or under such option, in each case to the extent provided in such written request, and in each case subject to the terms and conditions of any of the applicable Sharing Agreements.

Section 7. Subject to Section 19, Seller shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless each of OPC, Oxy-Chem, Buyer,

each of the DSCC Companies (as defined in Section 2.02 of the Stock Purchase Agreement) and each Pass Through Purchaser, each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses (as defined in Section 9.03 of the Stock Purchase Agreement) relating to, resulting from or arising out of:

(a) any breach of any of its representations, warranties or obligations contained in this Agreement; or

(b) any of the Subject Agreements or any agreements or instruments relating thereto or made in connection therewith, arising or resulting in any manner from the actions or omissions of (i) any DSCC Company prior to the Closing Date or (ii) Seller, any Diamond Company (as defined in Section 2.02 of the Stock Purchase Agreement) or any other party thereto (excluding the DSCC companies and their successors and assigns), whether before or after the Closing Date.

Section 8. Subject to Section 19, DSCC shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless Seller, its subsidiaries and affiliates and each of

their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses relating to, resulting from or arising out of:

(a) any breach of any of its obligations contained in this Agreement; or

(b) any of the Subject Agreements arising or resulting in any manner from the actions or omissions of any DSCC Company after the Closing Date.

Section 9. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any and all other remedies against any other party hereto, including, without limitation, any rights to indemnity contained in the Stock Purchase Agreement and any action for breach of a covenant under this Agreement or the Stock Purchase Agreement.

Section 10. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (other than to a Pass Through Purchas-

er) by any of the parties hereto without the prior written consent of the other party.

Section 11. This Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.

Section 12. Consistent with the terms and conditions hereof, each party hereto will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Agreement and the transactions contemplated hereby.

Section 13. This Agreement shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

Section 14. Any waiver by any party hereto of any breach of, or failure to comply with, any provision of this Agreement by any other party hereto shall not be

construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 15. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction, the validity of any other provision of this Agreement shall not be affected thereby.

Section 16. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 17. Schedule 1 to this Agreement is hereby incorporated in and made a part of this Agreement as if set forth in full herein. This Agreement, together with the provisions of the Stock Purchase Agreement referred to herein (but only to the extent referred to herein), constitute the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior arrangements or understandings with respect thereto; and there are no restrictions, agreements, promises, representations,

warranties, covenants or undertakings other than those expressly set forth herein or therein.

Section 18. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person or entity other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 19. Upon making any payment for an Indemnifiable Loss hereunder (as defined in Section 9.03 of the Stock Purchase Agreement) ("Indemnity Payment"), the Indemnifying Party (as defined in Section 9.03 of the Stock Purchase Agreement) shall to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnatee (as defined in Section 9.03 of the Stock Purchase Agreement) against any third party in respect of the Indemnifiable Loss to which the Indemnity Payment relates; provided, however, that (a) the Indemnifying Party shall then be in compliance with its obligations under this Agreement in respect of such Indemnifiable Loss, and (b) until the Indemnatee recovers full payment of its Indemnifiable Loss, any and all claims of the Indemnifying Party against any such third party on ac-

count of said Indemnity Payment are hereby made expressly subordinated and subjected in right of payment to the Indemnatee's rights against such third party. Without limiting the generality of any other provision hereof, each such Indemnatee and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the above described subrogation and subordination rights.

Section 20. Any Communications (including, without limitation, Communications required to be given to DSCC pursuant to Section 4 hereof) required or permitted hereunder shall be given in writing and shall be delivered or sent by next day delivery service, personal delivery or certified or registered mail, postage prepaid, addressed as follows:

If to DSCC:

Diamond Shamrock Chemicals Company
c/o Occidental Chemical Corporation
800 Connecticut Avenue
Norwalk, Connecticut 06850
Attention: President

With copies to:

Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Gerald M. Stern, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: Jeffrey W. Tindell, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
515 S. Figueroa Street
Los Angeles, California 90071
Attention: Jerome L. Coben, Esq.

If to Seller, to:

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201
Attention: James F. Kelley, Esq.

With a copy to:

Jones, Day, Reavis & Pogue
2300 LTV Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert A. Profusek, Esq.

or to such other address as shall be furnished in writing by such party, and any such notice or communication shall be effective and be deemed to have been given as of the date so dispatched, delivered or mailed; provided, that, any notice or communications changing any of the addresses set forth above shall be effective and deemed given only upon its receipt.

Section 21. EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED IN ARTICLE II OF THE STOCK PURCHASE AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER

EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, ANY FACILITIES ACQUIRED OR LEASED WITH PROCEEDS FROM THE SUBJECT AGREEMENT HEREBY ASSIGNED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF SUCH FACILITIES FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, each of the parties hereto
has caused this Agreement to be executed by its duly
authorized officers as of the day and year first above
written.

DIAMOND SHAMROCK CORPORATION

By: _____
Name:
Title:

ATTEST:

DIAMOND SHAMROCK CHEMICALS
COMPANY

By: _____
Name:
Title:

ATTEST:

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, residing at _____, known to me to be the _____ President, and _____, residing at _____, known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors and as such corporation's free act and deed.

WITNESS my hand and official seal.

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, residing at _____, known to me to be the _____ President, and _____, residing at _____, known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors and as such corporation's free act and deed.

WITNESS my hand and official seal.

Notary Public

OCC 033266

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") made as of the 4th day of September, 1986, by and between DIAMOND SHAMROCK CORPORATION, a Delaware corporation ("Seller"), and DIAMOND SHAMROCK CHEMICALS COMPANY, a Delaware corporation ("DSCC");

WITNESSETH

WHEREAS, Seller, Occidental Petroleum Corporation, a Delaware corporation ("OPC"), Occidental Chemical Holding Corporation, a California corporation and an indirect wholly owned subsidiary of OPC ("Oxy-Chem"), and Oxy-Diamond Alkali Corporation, a Delaware corporation and an indirect wholly owned subsidiary of OPC ("Buyer"), have entered into a certain Stock Purchase Agreement made as of the 4th day of September, 1986 (the "Stock Purchase Agreement"), upon the terms and subject to the conditions of which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the outstanding shares of capital stock of DSCC; and

OCC 033267

WHEREAS, Seller, DSCC, The B. F. Goodrich Company and Convent Chemical Corporation ("Convent") have entered into a Bond Obligation Assumption Agreement, dated as of November 27, 1985 (the "Bond Agreement") relating to certain Bonds listed on Exhibit A hereto, pursuant to which DSCC assumed the obligations of Convent with respect to such Bonds; and

WHEREAS, in order to complete the transactions contemplated by the Stock Purchase Agreement, DSCC is required to enter into this Agreement.

NOW, THEREFORE, it is agreed as follows:

Section 1. Until such time as each of the agreements listed on Schedule 1 hereof, the Bond Agreement and the agreements, documents and other instrument referred to in the Bond Agreement or executed in connection therewith (collectively, the "Subject Agreements") has been fully performed, discharged and satisfied, DSCC shall, and shall cause each of its subsidiaries to, perform and remain in compliance with its and their respective duties, obligations and agreements under, and, directly or indirectly, related to, each of the Subject

Agreements. DSCC undertakes the aforementioned obligations absolutely and unconditionally.

Section 2. Seller hereby represents, warrants and covenants that (i) prior to the Closing Date, no action has been taken, or omitted to be taken, that would cause the interest on any bonds or other evidences of indebtedness issued pursuant to the Subject Agreements (the "Bonds") to be subject to taxation under the Internal Revenue Code of 1954, as amended (the "Code") (other than when held by a substantial user or related person, as such terms are defined in Section 103 of the Code), (ii) the Internal Revenue Service (the "IRS") has made no assertion or determination that the interest on the Bonds is or will be subject to taxation under the Code, (iii) so long as any of the Bonds are outstanding it will take no action, or omit to take any action, that would cause the interest on the Bonds to be so taxable, and (iv) the transactions contemplated by this Agreement will not cause interest on the Bonds to be subject to taxation under the Code nor cause a default pursuant to the Subject Agreements.

Section 3. DSCC hereby represents, warrants and covenants that so long as any of the Bonds are outstanding it will take no action, or omit to take any action, that would cause the interest on the Bonds to be subject to taxation under the Code (other than when held by a substantial user or related person, as such terms are defined in Section 103 of the Code).

Section 4. Until such time as each of the Subject Agreements has been fully performed, discharged and satisfied, each of Seller and DSCC shall maintain its corporate existence and qualification to do business in each jurisdiction required by each of the Subject Agreements and the Bond Agreement and shall not merge or consolidate with any other corporation or sell or dispose of all or substantially all of its assets, unless (a)(i) it is the surviving corporation, or (ii) the surviving or successor corporation is a corporation organized and existing under the laws of the United States of America or a state thereof or is a Pass Through Purchaser (as defined in Section 9.05 of the Stock Purchase Agreement) and such corporation or Pass Through Purchaser expressly assumes, in a written instrument delivered to the other party, the punctual performance and observance of all of

the covenants and conditions of this Agreement and each of the Subject Agreements to be performed by such party; and (b) such party or such surviving or successor corporation or such Pass Through Purchaser, as the case may be, shall not, immediately after such merger, consolidation, sale or disposition, be in default in the performance of any covenants or conditions under this Agreement or under any of the Subject Agreements.

Section 5. Subject to Section 17, Seller shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless each of OPC, Oxy-Chem, Buyer, each of the DSCC Companies (as defined in Section 2.02 of the Stock Purchase Agreement) and each Pass Through Purchaser, each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses (as defined in Section 9.03 of the Stock Purchase Agreement) relating to, resulting from or arising out of:

(a) any breach of any of the representations, warranties or obligations contained in this Agreement;

(b) any of the Subject Agreements or any agreements or instruments relating thereto or made in connection therewith, arising or resulting in any manner from the actions or omissions of (i) any DSCC Company prior to the Closing Date or (ii) Seller, any Diamond Company (as defined in Section 2.02 of the Stock Purchase Agreement) or any other party thereto (excluding the DSCC Companies and their successors and assigns) whether before or after the Closing Date; or

(c) (i) a determination by the IRS or any court or other competent authority, or (ii) a claim by any Bondholder that the interest on the Bonds is subject to taxation under the Code (other than when held by a substantial user or related person, as such terms are defined in Section 103 of the Code), in each case as a result of a breach of Seller's representations, warranties or covenants under Section 2 hereof.

Section 6. Subject to Section 17, DSCC shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless Seller, its subsidiaries and affiliates and each of their respective directors, officers, agents

and representatives, from and against any and all Indemnifiable Losses relating to, resulting from or arising out of:

(a) any breach of any of its obligations contained in this Agreement;

(b) any of the Subject Agreements arising or resulting in any manner from the actions or omissions of any DSCC Company after the Closing Date, or

(c) (i) a determination by the IRS or any, court or other competent authority, or (ii) a claim by any Bondholder that the interest on the Bonds is subject to taxation under the Code (other than by a substantial user or a related person, as such terms are defined in Section 103 of the Code), in each case as a result of a breach of DSCC's representations, warranties or covenants under Section 3 hereof.

Section 7. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any and all other remedies against any other party hereto, including, without limitation, any rights to indemnity contained in the Stock Purchase Agreement

and any action for breach of a covenant under this Agreement or the Stock Purchase Agreement.

Section 8. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (other than to a Pass Through Purchaser) by any of the parties hereto without the prior written consent of the other party.

Section 9. This Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.

Section 10. Consistent with the terms and conditions hereof, each party hereto will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Agreement and the transactions contemplated hereby.

Section 11. This Agreement shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

Section 12. Any waiver by any party hereto of any breach of, or failure to comply with, any provision of this Agreement by any other party hereto shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 13. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction, the validity of any other provision of this Agreement shall not be affected thereby.

Section 14. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 15. Exhibit A and Schedules 1 and 2 to this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full herein. This Agreement, together with the provisions of the Stock Purchase Agreement referred to herein (but only to the extent referred to herein), constitute the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior arrangements or understandings with respect thereto; and there are no restrictions, agreements, promises, representations, warranties, covenants or undertakings other than those expressly set forth herein or therein.

Section 16. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person or entity other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 17. Upon making any payment for an Indemnifiable Loss hereunder (as defined in Section 9.03 of the Stock Purchase Agreement) ("Indemnity Payment"), the Indemnifying Party (as defined in Section 9.03 of the Stock Purchase Agreement) shall to the extent of

such Indemnity Payment, be subrogated to all rights of the Indemnitee (as defined in Section 9.03 of the Stock Purchase Agreement) against any third party in respect of the Indemnifiable Loss to which the Indemnity Payment relates; provided, however, that (a) the Indemnifying Party shall then be in compliance with its obligations under this Agreement in respect of such Indemnifiable Loss, and (b) until the Indemnitee recovers full payment of its Indemnifiable Loss, any and all claims of the Indemnifying Party against any such third party on account of said Indemnity Payment are hereby made expressly subordinated and subjected in right of payment to the Indemnitee's rights against such third party. Without limiting the generality of any other provision hereof, each such Indemnitee and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the above described subrogation and subordination rights.

Section 18. Any Communications required or permitted hereunder shall be given in writing and shall be delivered or sent by next day delivery service, personal delivery or certified or registered mail, postage prepaid, addressed as follows:

If to DSCC:

Diamond Shamrock Chemicals Company
c/o Occidental Chemical Corporation
800 Connecticut Avenue
Norwalk, Connecticut 06850
Attention: President

With copies to:

Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Gerald M. Stern, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: Jeffrey W. Tindell, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
515 S. Figueroa Street
Los Angeles, California 90071
Attention: Jerome L. Coben, Esq.

If to Seller, to:

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201
Attention: James F. Kelley, Esq.

With a copy to:

Jones, Day, Reavis & Pogue
2300 LTV Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert A. Profusek, Esq.

or to such other address as shall be furnished in writing
by such party, and any such notice or communication shall

be effective and be deemed to have been given as of the date so dispatched, delivered or mailed; provided, that, any notice or communications changing any of the addresses set forth above shall be effective and deemed given only upon its receipt.

IN WITNESS WHEREOF, each of the parties hereto
has caused this Agreement to be executed by its duly
authorized officers as of the day and year first above
written.

DIAMOND SHAMROCK CORPORATION

By: _____
Name:
Title:

ATTEST:

DIAMOND SHAMROCK CHEMICALS
COMPANY

By: _____
Name:
Title:

ATTEST:

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") made as of the 4th day of September, 1986, by and between DIAMOND SHAMROCK CORPORATION, a Delaware corporation ("Seller"), and DIAMOND SHAMROCK CHEMICALS COMPANY, a Delaware corporation ("DSCC");

WITNESSETH

WHEREAS, Seller, Occidental Petroleum Corporation, a Delaware corporation ("OPC"), Occidental Chemical Holding Corporation, a California corporation and an indirect wholly owned subsidiary of OPC ("Oxy-Chem"), and Oxy-Diamond Alkali Corporation, a Delaware corporation and an indirect wholly owned subsidiary of OPC ("Buyer"), have entered into a certain Stock Purchase Agreement made as of the 4th day of September, 1986 (the "Stock Purchase Agreement"), upon the terms and subject to the conditions of which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the outstanding shares of capital stock of DSCC; and

OCC 033281

WHEREAS, in order to complete the transactions contemplated by the Stock Purchase Agreement, DSCC is required to enter into this Agreement.

NOW, THEREFORE, it is agreed as follows:

Section 1. Until such time as each of the agreements listed on Schedule 1 hereof, and the agreements, documents and other instrument executed in connection therewith (collectively, the "Subject Agreements") has been fully performed, discharged and satisfied, DSCC shall, and shall cause each of its subsidiaries to, perform and remain in compliance with its and their respective duties, obligations and agreements under, and, directly or indirectly, related to, each of the Subject Agreements. DSCC undertakes the aforementioned obligations absolutely and unconditionally.

Section 2. Until such time as each of the Subject Agreements has been fully performed, discharged and satisfied, each of Seller and DSCC shall maintain its corporate existence and qualification to do business in each jurisdiction required by each of the Subject Agreements and shall not merge or consolidate with any other

corporation or sell or dispose of all or substantially all of its assets, unless (a)(i) it is the surviving corporation, or (ii) the surviving or successor corporation is a corporation organized and existing under the laws of the United States of America or a state thereof or is a Pass Through Purchaser (as defined in Section 9.05 of the Stock Purchase Agreement) and such corporation or Pass Through Purchaser expressly assumes, in a written instrument delivered to the other party, the punctual performance and observance of all of the covenants and conditions of this Agreement and each of the Subject Agreements to be performed by such party; and (b) such party or such surviving or successor corporation or such Pass Through Purchaser, as the case may be, shall not, immediately after such merger, consolidation, sale or disposition, be in default in the performance of any covenants or conditions under this Agreement or under any of the Subject Agreements.

Section 3. Subject to Section 15, Seller shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless each of OPC, Oxy-Chem, Buyer, each of the DSCC Companies (as defined in Section 2.02 of

the Stock Purchase Agreement) and each Pass Through Purchaser, each of their respective subsidiaries and affiliates and each of their respective directors, officers, agents and representatives, from and against any and all Indemnifiable Losses (as defined in Section 9.03 of the Stock Purchase Agreement) relating to, resulting from or arising out of:

(a) any breach of any of the representations, warranties or obligations contained in this Agreement; or

(b) any of the Subject Agreements or any agreements or instruments relating thereto or made in connection therewith, arising or resulting in any manner from the actions or omissions of (i) any DSCC Company prior to the Closing Date or (ii) Seller, any Diamond Company (as defined in Section 2.02 of the Stock Purchase Agreement) or any other party thereto (excluding the DSCC Companies), whether before or after the Closing Date.

Section 4. Subject to Section 15, DSCC shall, in accordance with the procedures set forth in Section 9.04 of the Stock Purchase Agreement, indemnify, defend and hold harmless Seller, its subsidiaries and affiliates and each of their respective directors, officers, agents

and representatives, from and against any and all Indemnifiable Losses relating to, resulting from or arising out of:

(a) any breach of any of its obligations contained in this Agreement; or

(b) any of the Subject Agreements arising or resulting in any manner from the actions or omissions of any DSCC Company after the Closing Date.

Section 5. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any and all other remedies against any other party hereto, including, without limitation, any rights to indemnity contained in the Stock Purchase Agreement and any action for breach of a covenant under this Agreement or the Stock Purchase Agreement.

Section 6. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (other than to a Pass Through Purchas-

er) by any of the parties hereto without the prior written consent of the other party.

Section 7. This Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.

Section 8. Consistent with the terms and conditions hereof, each party hereto will execute and deliver such instruments, certificates and other documents and take such other action as any other party hereto may reasonably require in order to carry out this Agreement and the transactions contemplated hereby.

Section 9. This Agreement shall be governed by the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

Section 10. Any waiver by any party hereto of any breach of, or failure to comply with, any provision of this Agreement by any other party hereto shall not be

construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 11. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction, the validity of any other provision of this Agreement shall not be affected thereby.

Section 12. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 13. Schedule 1 to this Agreement is hereby incorporated in and made a part of this Agreement as if set forth in full herein. This Agreement, together with the provisions of the Stock Purchase Agreement referred to herein (but only to the extent referred to herein), constitute the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior arrangements or understandings with respect thereto; and there are no restrictions, agreements, promises, representations,

warranties, covenants or undertakings other than those expressly set forth herein or therein.

Section 14. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person or entity other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 15. Upon making any payment for an Indemnifiable Loss hereunder (as defined in Section 9.03 of the Stock Purchase Agreement) ("Indemnity Payment"), the Indemnifying Party (as defined in Section 9.03 of the Stock Purchase Agreement) shall to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnitee (as defined in Section 9.03 of the Stock Purchase Agreement) against any third party in respect of the Indemnifiable Loss to which the Indemnity Payment relates; provided, however, that (a) the Indemnifying Party shall then be in compliance with its obligations under this Agreement in respect of such Indemnifiable Loss, and (b) until the Indemnitee recovers full payment of its Indemnifiable Loss, any and all claims of the Indemnifying Party against any such third party on ac-

count of said Indemnity Payment are hereby made expressly subordinated and subjected in right of payment to the Indemnatee's rights against such third party. Without limiting the generality of any other provision hereof, each such Indemnatee and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the above described subrogation and subordination rights.

Section 16. Any Communications required or permitted hereunder shall be given in writing and shall be delivered or sent by next day delivery service, personal delivery or certified or registered mail, postage prepaid, addressed as follows:

If to DSCC:

Diamond Shamrock Chemicals Company
c/o Occidental Chemical Corporation
800 Connecticut Avenue
Norwalk, Connecticut 06850
Attention: President

With copies to:

Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Gerald M. Stern, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022
Attention: Jeffrey W. Tindell, Esq.

and

Skadden, Arps, Slate, Meagher & Flom
515 S. Figueroa Street
Los Angeles, California 90071
Attention: Jerome L. Coben, Esq.

If to Seller, to:

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201
Attention: James F. Kelley, Esq.

With a copy to:

Jones, Day, Reavis & Pogue
2300 LTV Center
2001 Ross Avenue
Dallas, Texas 75201
Attention: Robert A. Profusek, Esq.

or to such other address as shall be furnished in writing
by such party, and any such notice or communication shall
be effective and be deemed to have been given as of the
date so dispatched, delivered or mailed; provided, that,
any notice or communications changing any of the ad-
dresses set forth above shall be effective and deemed
given only upon its receipt.

IN WITNESS WHEREOF, each of the parties hereto
has caused this Agreement to be executed by its duly
authorized officers as of the day and year first above
written.

DIAMOND SHAMROCK CORPORATION

By: _____
Name:
Title:

ATTEST:

DIAMOND SHAMROCK CHEMICALS
COMPANY

By: _____
Name:
Title:

ATTEST:

EXHIBIT 8.13

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

POWER OF ATTORNEY

2846g

OCC 033292

OCCNJ 0000591

Exhibit 8.13

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to Section 8.13(c) of the Stock Purchase Agreement, made as of the ____ day of September, 1986 (the "Stock Purchase Agreement"), by and among Diamond Shamrock corporation, a Delaware corporation ("Seller"), Occidental Petroleum Corporation, a Delaware Corporation, Occidental Chemical Holding Corporation, a California corporation, and Oxy-Diamond Alkali Corporation, a Delaware corporation ("Buyer"), each of Buyer and Diamond Shamrock Chemicals Company, a Delaware corporation, hereby appoints, subject to the provisions of Sections 8.13 and 8.14 of the Stock Purchase Agreement, Seller its true and lawful attorney in fact, for it in its name, place and stead, to perform all acts and to execute all documents relating to the maintenance and administration of the Existing Policies (as defined in the Stock Purchase Agreement) and to pursue in its name in any reasonable manner which Seller deems expedient any claim, including without limitation, any Existing Claim (as defined in the Stock Purchase Agreement), against any Current Carrier (as defined in the Stock Purchase Agreement) under any of the Existing Policies with respect to a matter for which Seller has liability directly or pursuant to the provisions of the Stock Purchase Agreement.

Dated September __, 1986

OXY-DIAMOND ALKALI CORPORATION

By: _____

Name:

Title:

DIAMOND SHAMROCK CHEMICALS
COMPANY

By: _____

Name: James F. Kelley

Title: Senior Vice President

OCC 033293

EXHIBIT 12.04

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

DSCC UNDERTAKING

2846g

OCC 033294

OCCNJ 0000593

UNDERTAKING

This UNDERTAKING ("Undertaking") made as of the 4th day of September, 1986, by and between DIAMOND SHAMROCK CORPORATION, a Delaware corporation ("Seller"), and DIAMOND SHAMROCK CHEMICALS COMPANY, a Delaware corporation ("DSCC");

WITNESSETH

WHEREAS, Seller, Occidental Petroleum Corporation, a Delaware corporation ("OPC"), Occidental Chemical Holding Corporation, a California corporation and an indirect wholly owned subsidiary of OPC ("Oxy-Chem"), and Oxy-Diamond Alkali Corporation, a Delaware corporation and an indirect wholly owned subsidiary of OPC ("Buyer"), have entered into a certain Stock Purchase Agreement made as of the 4th day of September, 1986 (the "Stock Purchase Agreement"), upon the terms and subject to the conditions of which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of the outstanding shares of capital stock of DSCC; and

WHEREAS, pursuant to Section 12.04 of the Stock Purchase Agreement, Buyer has agreed to cause DSCC to undertake to perform all of its post-Closing obligations (the "Post-Closing Obligations") set forth in the Stock Purchase Agreement or any Related Document (as defined in the Stock Purchase Agreement); and

WHEREAS, pursuant to this Agreement DSCC desires to undertake to perform all of its Post-Closing Obligations.

NOW, THEREFORE, in consideration of the Seller's representations, warranties and covenants contained in the Stock Purchase Agreement and the sum of \$10, receipt of which is hereby acknowledged, and other good and valuable consideration, DSCC hereby agrees to perform all of its Post-Closing Obligations.

IN WITNESS WHEREOF, each of the parties hereto has caused this Undertaking to be executed by its duly authorized officers as of the day and year first above written.

DIAMOND SHAMROCK CORPORATION

By: _____
Name: James F. Kelley
Title: Senior Vice President

ATTEST:

DIAMOND SHAMROCK CHEMICALS COMPANY

By: _____
Name:
Title:

ATTEST:

OCC 033295

SCHEDULE 1.02

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

ASSUMED OBLIGATIONS

8703G

OCC 033296

OCCNJ 0000595

Notes to Schedule 1.02

1. Difference between unpaid principal and DSCC book value is attributable to amounts held by trustee in construction and acquisition fund
2. Does not include provisions for prepayment or redemption; adjustments shall be made at or immediately following the Closing in the event of any such prepayment or redemption .
3. Assumes timely payment in accordance with past practice (excepting DS Chile)
4. \$18,000,000 (of which \$15,000,000 is classified as long term and \$3,000,000 is classified as current liability)
5. The amortization is as per attached Item A
6. The sum of the amortization for the two issues is equal to the sum of the amortizations set forth at Items B and C

8680G

OCC 033297

Diamond Shanrock Chemical Company
 Schedule of Assumed Obligations
 July 31, 1986
 Exhibit 1.02

OCC 033298

CAPITAL LEASES

DESCRIPTION	FINAL MATURITY	INTEREST RATE	UNPAID PRINCIPAL	DSCC BOOK VALUE LTD	DSCC BOOK VALUE STD	UNAMORTIZED (DISC)/PREM	TOTAL DEBT
Lease dated as of September 1, 1966 by and between the Delaware Industrial Building Commission and Diamond Alkali Company	01-Sep-67	5.250X	1,164,240	1,037,632	126,608		1,164,240
Lease Agreement (Industrial) dated as of December 1, 1974 by and between the Industrial Development Board of the City of Muscle Shoals and Diamond Shanrock Corporation	01-Dec-94	7.150X	925,000	850,000	75,000		925,000
Lease Agreement (Pollution Control) dated as of December 1, 1974 by and between the Industrial Development Board of the City of Muscle Shoals and Diamond Shanrock Corporation	01-Dec-99	7.750X	2,200,000	2,100,000	100,000		2,200,000
Lease Agreement dated as of October 1, 1971 by and between North Alabama Environmental Improvement Authority and Diamond Shanrock Corporation	01-Oct-91	6.400X	810,000	700,000	110,000		810,000
Lease Agreement dated as of October 1, 1971 by and between West Alabama Environmental Improvement Authority and Diamond Shanrock Corporation	01-Oct-91	6.400X	415,000	355,000	60,000		415,000
Lease Agreement by and between Development Authority of Polk County, Georgia and Diamond Shanrock Corporation dated as of October 1, 1971	01-Oct-92	5.750X	640,000	560,000	80,000		640,000
Lease Agreement by and between County Commission of Kanawha County, West Virginia (a Public Corporation under the laws of the State of West Virginia) and Diamond Shanrock Corporation dated as of December 1, 1979	01-Dec-04	7.875X	1,000,000	1,000,000			1,000,000
Barge Charter/Lease Agreement dated as of April 26, 1973 by and between Lone Star Barge Co., Inc. and Diamond Shanrock Corporation	1988-90	--	1,569,006	1,153,786	415,220		1,569,006
Master Lease Agreement dated as of October 12, 1984 by and between Condisco, Inc. and Diamond Shanrock Chemicals Company	01-Dec-89	--	324,944	226,996	97,948		324,944
Master Car Service Contract dated as of October 25, 1976 by and between General American Transportation Corporation and Diamond Shanrock Corporation (Rider #38 dated July 2, 1981)	01-Dec-93	--	146,207	134,771	11,436		146,207
Lease Agreement dated as of April 13, 1982 by and between XYDquin, Inc. and Diamond Shanrock Corporation	01-Feb-87	--	3,208	574	2,634		3,208
Equipment Lease Agreement dated as of November 18, 1982 by and between Phillips Information Systems, Inc. and Diamond Shanrock Corporation	01-Dec-87	--	7,168	2,275	4,893		7,168
Equipment Lease Agreement dated as of February 27, 1984 by and between Diamond Shanrock Corporation and Phillips Information Systems, Inc.	01-Jan-89	--	3,704	2,460	1,244		3,704
Supplemental Equipment Lease dated as of March 15, 1982 by and between Chancellor Corporation and Diamond Shanrock Corporation	01-Jul-87	--	37,254	8,887	28,367		37,254
TOTAL CAPITAL LEASES			9,245,731	8,132,381	1,113,350	0	9,245,731

OCC 033299

OTHER LONG TERM DEBT

DESCRIPTION	FINAL MATURITY	INTEREST RATE	UNPAID PRINCIPAL	DSCC BOOK VALUE LTD	DSCC BOOK VALUE STD	UNAMORTIZED (DISC)/PREM	TOTAL
Pollution Control Contract dated as of February 1, 1974, by and between the Gulf Coast Waste Disposal Authority and Diamond Shamrock as amended April 11, 1974 and March 20, 1975	01-Apr-90	7.375%	2,700,000	2,585,000	115,000		2,700,000
Installment Sales Agreement by and between Department of Community Affairs and Economic Development of the State of Delaware and Diamond Shamrock Corporation dated as of April 1, 1975 (relating to \$2,700,000 Pollution Control Revenue Bonds, Series A)	01-Apr-90	7.500%	1,636,336	1,606,798	29,538		1,636,336
Installment Sales Agreement by and between Department of Community Affairs and Economic Development of the State of Delaware and Diamond Shamrock Corporation dated as of April 1, 1975 (relating to \$1,000,000 Industrial Development Revenue Bonds, Series A)	01-Apr-95	7.500%	915,000	910,000	5,000		915,000
Air and Water Pollution Control Facilities and Installment Sales Agreement between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation dated as of February 1, 1977	01-Feb-07	6.000%	8,850,000	8,850,000			8,850,000
Air and Water Pollution Control and Solid Waste Disposal Facilities and Installment Sales Agreement between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation dated as of June 1, 1979	01-Jun-89	6.750%	8,250,000	8,250,000			8,250,000
Financing Agreement between County Commission of Kanawha County, West Virginia (a Public Corporation under the laws of the State of West Virginia) and Diamond Shamrock Corporation dated as of December 1, 1979	01-Dec-04	7.875%	3,500,000	3,500,000			3,500,000
Installment Sales Agreement dated as of March 1, 1981 by and between Mingo County Industrial Development Agency and Diamond Shamrock Corporation	01-Mar-01	10.500%	2,800,000	2,800,000			2,800,000
Air and Water Pollution Control Facilities and Installment Sales Agreement between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation dated as of June 1, 1982	01-Jun-02	12.500%	1,700,000	1,700,000			1,700,000
Loan Agreement (Industrial Development) between the New Hanover County Industrial Facilities and Pollution Control Financing Authority and Diamond Shamrock Corporation dated as of July 1, 1981	01-Jul-11	11.850%	1,000,000	1,000,000			1,000,000
Loan Agreement (Pollution Control) between the New Hanover County Industrial Facilities and Pollution Control Financing Authority and Diamond Shamrock Corporation dated as of July 1, 1981	01-Jul-11	11.850%	4,600,000	4,600,000			4,600,000
Lease Agreement dated as of March 1, 1982 between the Parish of St. James, State of Louisiana and Convent Chemical Corporation	01-Dec-97	14.500%	1,000,000	423,513		241,960	665,473
Lease Agreement dated as of December 1, 1981 between the Parish of St. James, State of Louisiana and Convent Chemical Corporation	01-Dec-96	14.500%	19,500,000	19,500,000		4,395,227	23,895,227
Lease Agreement between Convent Chemical Corporation and the South Louisiana Port Commission, State of Louisiana, dated December 1, 1981	01-Dec-96	14.500%	27,000,000	27,000,000		6,200,249	33,200,249
Promissory Note of Diamond Shamrock Corporation dated as of April 1, 1977 issued to Lillian Estelle Schaeffer, Nancy M. Schaeffer and Carol Elaine Schaeffer Miller	01-Apr-87	8.000%	18,000		18,000		18,000
Promissory Note of Diamond Shamrock Corporation dated as of December 1, 1982 and issued to Martin Marietta Corporation	01-Dec-86	--	200,000		200,000		200,000
Chlorine Supply Agreement dated as of November 27, 1985 by and between B.F. Goodrich, Convent Chemical and Diamond Shamrock Chemical Company			18,000,000	15,000,000	3,000,000		18,000,000
TOTAL OTHER LONG TERM DEBT			101,669,336	97,725,311	3,367,528	10,837,436	111,930,285

FOREIGN DEBT

DESCRIPTION	FINAL MATURITY	INTEREST RATE	UNPAID PRINCIPAL	DCCC BOOK VALUE LTD	DCCC BOOK VALUE STD	UNAMORTIZED (DISC)/FREA	TOTAL
Eurodollar Credit Agreement dated as of August 28, 1980 between Diamond Shamrock de Chile S.A.L. and the First National Bank of Boston	28-Aug-87	12DR+.75	5,000,000	2,500,000	2,500,000		5,000,500
BS France - LTD with Groupement des Industries Chimiques	1990	11.500%	365,760	292,650	73,110		365,750
Lease Agreement (dated as of July 23, 1976) by and between Societe Lyonnaise Immobiliere pour l'Industrie et le Commerce-Siminco and Diamond Shamrock France S.A. as amended	1992	13.510%	431,538	380,047	51,491		431,538
TOTAL FOREIGN DEBT			5,797,298	3,172,697	2,624,601	0	5,797,298
TOTAL DEBT TO BE ASSUMED			116,712,365	109,030,389	7,195,489	10,837,436	126,973,314

OCC 033300

DIAMOND SHAMROCK CHEMICALS COMPANY
 PAYMENT AND AMORTIZATION SCHEDULE 2, 3
 AUGUST, 1986 - DECEMBER, 1987

OCC 03301

DESCRIPTION	PAYMENT DATE	DUE DATE	PRINCIPAL	INTEREST	TOTAL PAYMENT
Lease dated as of September 1, 1966 by and between the Delaware Industrial Building Commission and Diamond Alkali Company	01-Mar-87	20-Feb-87		27,237.84	27,237.84
	01-Sep-87	21-Aug-87	1,037,632.00	27,237.84	1,064,869.84
Lease Agreement (Industrial) dated as of December 1, 1974 by and between the Industrial Development Board of the City of Muscle Shoals and Diamond Shamrock Corporation	01-Dec-86	01-Dec-86	75,000.00	35,075.00	110,075.00
	01-Jun-87	01-Jun-87		32,393.75	32,393.75
	01-Dec-87	01-Dec-87	75,000.00	32,393.75	107,393.75
Lease Agreement (Pollution Control) dated as of December 1, 1974 by and between the Industrial Development Board of the City of Muscle Shoals and Diamond Shamrock Corporation	01-Dec-86	01-Dec-86	100,000.00	85,250.00	185,250.00
	01-Jun-87	01-Jun-87		81,375.00	81,375.00
	01-Dec-87	01-Dec-87	100,000.00	81,375.00	181,375.00
Lease Agreement dated as of October 1, 1971 by and between North Alabama Environmental Improvement Authority and Diamond Shamrock Corporation	01-Oct-86	19-Sep-86	110,000.00	26,730.00	136,730.00
	01-Apr-87	20-Mar-87		23,100.00	23,100.00
	01-Oct-87	16-Sep-87	120,000.00	23,100.00	143,100.00
Lease Agreement dated as of October 1, 1971 by and between West Alabama Environmental Improvement Authority and Diamond Shamrock Corporation	01-Oct-86	19-Sep-86	60,000.00	13,695.00	73,695.00
	01-Apr-87	20-Mar-87		11,715.00	11,715.00
	01-Oct-87	18-Sep-87	65,000.00	11,715.00	76,715.00
Lease Agreement by and between Development Authority of Polk County, Georgia and Diamond Shamrock Corporation dated as of October 1, 1971	01-Oct-86	22-Sep-86	80,000.00	16,662.50	96,662.50
	01-Apr-87	20-Mar-87		16,362.50	16,362.50
	01-Oct-87	22-Sep-87	80,000.00	16,362.50	96,362.50
Lease Agreement by and between County Commission of Kanawha County, West Virginia (a Public Corporation under the laws of the State of West Virginia) and Diamond Shamrock Corporation dated as of December 1, 1979	01-Dec-86	28-Nov-86		39,375.00	39,375.00
	01-Jun-87	29-May-87		39,375.00	39,375.00
	01-Dec-87	30-Nov-87		39,375.00	39,375.00
Barge Charter/Lease Agreement dated as of April 26, 1973 by and between Lone Star Barge Co., Inc. and Diamond Shamrock Corporation	23-Aug-86	20-Aug-86	25,068.75	9,840.37	34,909.12
	23-Sep-86	20-Sep-86	40,888.19	10,886.92	59,775.11
	23-Oct-86	20-Oct-86	31,867.18	11,977.99	43,845.17
	23-Nov-86	20-Nov-86	25,068.75	9,840.37	34,909.12
	23-Dec-86	20-Dec-86	40,888.19	10,886.92	59,775.11
	23-Jan-87	20-Jan-87	31,867.18	11,977.99	43,845.17
	23-Feb-87	20-Feb-87	25,068.75	9,840.37	34,909.12
	23-Mar-87	20-Mar-87	40,888.19	10,886.92	59,775.11
	23-Apr-87	20-Apr-87	31,867.18	11,977.99	43,845.17
	23-May-87	20-May-87	25,068.75	9,840.37	34,909.12
	23-Jun-87	20-Jun-87	40,888.19	10,886.92	59,775.11
	23-Jul-87	20-Jul-87	31,867.18	11,977.99	43,845.17
23-Aug-87	20-Aug-87	25,068.75	9,840.37	34,909.12	
23-Sep-87	20-Sep-87	40,888.19	10,886.92	59,775.11	
23-Oct-87	20-Oct-87	31,867.18	11,977.99	43,845.17	
23-Nov-87	20-Nov-87	25,068.75	9,840.37	34,909.12	
23-Dec-87	20-Dec-87	40,888.19	10,886.92	59,775.11	

OCC 033302

Master Lease Agreement dated as of October 12, 1984 by and between Condisco, Inc. and Diamond Shanrock Chemicals Company

01-Aug-86	01-Aug-86	7,606.34	4,219.66	11,825.00
01-Sep-86	01-Sep-86	7,707.64	4,117.36	11,825.00
01-Oct-86	01-Oct-86	7,810.38	4,014.62	11,825.00
01-Nov-86	01-Nov-86	7,914.58	3,910.42	11,825.00
01-Dec-86	01-Dec-86	8,020.25	3,804.75	11,825.00
01-Jan-87	01-Jan-87	8,127.43	3,697.57	11,825.00
01-Feb-87	01-Feb-87	8,236.13	3,588.87	11,825.00
01-Mar-87	01-Mar-87	8,346.37	3,478.63	11,825.00
01-Apr-87	01-Apr-87	8,458.19	3,366.81	11,825.00
01-May-87	01-May-87	8,571.59	3,253.41	11,825.00
01-Jun-87	01-Jun-87	8,686.61	3,138.39	11,825.00
01-Jul-87	01-Jul-87	8,803.28	3,021.72	11,825.00
01-Aug-87	01-Aug-87	8,921.60	2,903.40	11,825.00
01-Sep-87	01-Sep-87	9,041.61	2,783.39	11,825.00
01-Oct-87	01-Oct-87	9,163.34	2,661.66	11,825.00
01-Nov-87	01-Nov-87	9,286.80	2,538.20	11,825.00
01-Dec-87	01-Dec-87	9,412.03	2,412.97	11,825.00

Master Car Service Contract dated as of October 25, 1976 by and between General American Transportation Corporation and Diamond Shanrock Corporation (Rider #38 dated July 2, 1981)

01-Aug-86	01-Aug-86	868.35	1,913.05	2,781.40
01-Sep-86	01-Sep-86	868.35	1,913.05	2,781.40
01-Oct-86	01-Oct-86	868.35	1,913.05	2,781.40
01-Nov-86	01-Nov-86	868.35	1,913.05	2,781.40
01-Dec-86	01-Dec-86	868.35	1,913.05	2,781.40
01-Jan-87	01-Jan-87	1,013.42	1,767.98	2,781.40
01-Feb-87	01-Feb-87	1,013.42	1,767.98	2,781.40
01-Mar-87	01-Mar-87	1,013.42	1,767.98	2,781.40
01-Apr-87	01-Apr-87	1,013.42	1,767.98	2,781.40
01-May-87	01-May-87	1,013.42	1,767.98	2,781.40
01-Jun-87	01-Jun-87	1,013.42	1,767.98	2,781.40
01-Jul-87	01-Jul-87	1,013.42	1,767.98	2,781.40
01-Aug-87	01-Aug-87	1,013.42	1,767.98	2,781.40
01-Sep-87	01-Sep-87	1,013.42	1,767.98	2,781.40
01-Oct-87	01-Oct-87	1,013.42	1,767.98	2,781.40
01-Nov-87	01-Nov-87	1,013.42	1,767.98	2,781.40
01-Dec-87	01-Dec-87	1,013.42	1,767.98	2,781.40

Lease Agreement dated as of April 13, 1982 by and between XYOquip, Inc. and Diamond Shanrock Corporation

01-Aug-86	01-Aug-86	444.89	57.49	502.38
01-Sep-86	01-Sep-86	444.89	57.49	502.38
01-Oct-86	01-Oct-86	444.89	57.49	502.38
01-Nov-86	01-Nov-86	444.89	57.49	502.38
01-Dec-86	01-Dec-86	444.89	57.49	502.38
01-Jan-87	01-Jan-87	491.62	19.76	502.38
01-Feb-87	01-Feb-87	491.62	19.76	502.38

Equipment Lease Agreement dated as of November 18, 1982 by and between Phillips Information Systems, Inc. and Diamond Shanrock Corporation

01-Aug-86	01-Aug-86	371.35	100.55	471.90
01-Sep-86	01-Sep-86	376.16	95.74	471.90
01-Oct-86	01-Oct-86	381.02	90.88	471.90
01-Nov-86	01-Nov-86	385.96	85.94	471.90
01-Dec-86	01-Dec-86	390.96	80.94	471.90
01-Jan-87	01-Jan-87	396.01	75.89	471.90
01-Feb-87	01-Feb-87	401.14	70.76	471.90
01-Mar-87	01-Mar-87	406.33	65.57	471.90

Equipment Lease Agreement dated as of February 27, 1984 by and between Diamond Shanrock Corporation and Phillips Information Systems, Inc.

01-Apr-87	01-Apr-87	411.59	60.31	471.79
01-May-87	01-May-87	418.71	54.99	471.79
01-Jun-87	01-Jun-87	422.31	49.59	471.90
01-Jul-87	01-Jul-87	427.78	44.12	471.70
01-Aug-87	01-Aug-87	433.32	38.58	471.90
01-Sep-87	01-Sep-87	438.92	32.98	471.99
01-Oct-87	01-Oct-87	444.60	27.30	471.99
01-Nov-87	01-Nov-87	450.36	21.54	471.90
01-Dec-87	01-Dec-87	456.19	15.71	471.90
01-Aug-86	01-Aug-86	93.50	68.20	161.79
01-Sep-86	01-Sep-86	95.22	66.48	161.79
01-Oct-86	01-Oct-86	96.98	64.72	161.79
01-Nov-86	01-Nov-86	98.76	62.94	161.79
01-Dec-86	01-Dec-86	100.58	61.12	161.79
01-Jan-87	01-Jan-87	102.44	59.28	161.79
01-Feb-87	01-Feb-87	104.32	57.38	161.70
01-Mar-87	01-Mar-87	106.25	55.45	161.70
01-Apr-87	01-Apr-87	108.20	53.50	161.70
01-May-87	01-May-87	110.20	51.50	161.70
01-Jun-87	01-Jun-87	112.23	49.47	161.70
01-Jul-87	01-Jul-87	114.30	47.40	161.70
01-Aug-87	01-Aug-87	116.40	45.30	161.70
01-Sep-87	01-Sep-87	118.55	43.15	161.70
01-Oct-87	01-Oct-87	120.73	40.97	161.79
01-Nov-87	01-Nov-87	122.96	38.74	161.70
01-Dec-87	01-Dec-87	125.22	36.48	161.70

Supplemental Equipment Lease dated as of March 15, 1982 by and between Chancellor Corporation and Diamond Shanrock Corporation

01-Aug-86	01-Aug-86			0.00
01-Sep-86	01-Sep-86			0.00
01-Oct-86	01-Oct-86	3,185.14	524.66	3,710.00
01-Nov-86	01-Nov-86	3,185.14	524.66	3,710.00
01-Dec-86	01-Dec-86	3,185.14	524.66	3,710.00
01-Jan-87	01-Jan-87	3,576.95	133.05	3,710.00
01-Feb-87	01-Feb-87	3,576.95	133.05	3,710.00
01-Mar-87	01-Mar-87	3,576.95	133.05	3,710.00
01-Apr-87	01-Apr-87	3,576.95	133.05	3,710.00
01-May-87	01-May-87	3,576.95	133.05	3,710.00
01-Jun-87	01-Jun-87	3,576.95	133.05	3,710.00
01-Jul-87	01-Jul-87	3,576.81	133.05	3,709.88

Pollution Control Contract dated as of February 1, 1974, by and between the Gulf Coast Waste Disposal Authority and Diamond Shanrock as amended April 11, 1974 and March 20, 1975

01-Oct-86	30-Sep-86		99,559.60	99,559.80
01-Apr-87	31-Mar-87	115,000.00	99,565.20	214,565.20
01-Oct-87	30-Sep-87		95,319.29	95,319.29

Installment Sales Agreement by and between Department of Community Affairs and Economic Development of the State of Delaware and Diamond Shanrock Corporation dated as of April 1, 1975 (relating to \$2,700,000 Pollution Control Revenue Bonds, Series A)

01-Oct-86	30-Sep-86		62,463.84	62,463.84
01-Apr-87	31-Mar-87	58,905.00	62,463.84	121,368.84
01-Oct-87	30-Sep-87		60,254.91	60,254.91

Installment Sales Agreement by and between Department of Community Affairs and Economic Development of the State of Delaware and Diamond Shanrock Corporation dated as of April 1, 1975 (relating to \$1,000,000 Industrial Development Revenue Bonds, Series A)

01-Oct-86	30-Sep-86		34,312.50	34,312.50
01-Apr-87	31-Mar-87	5,000.00	34,312.50	39,312.50
01-Oct-87	30-Sep-87		34,125.00	34,125.00

Air and Water Pollution Control Facilities and Installment Sales Agreement between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation dated as of February 1, 1977	01-Feb-87	01-Feb-87		265,620.00	265,620.00
	01-Aug-87	01-Aug-87		265,620.00	265,620.00
Air and Water Pollution Control and Solid Waste Disposal Facilities and Installment Sales Agreement between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation dated as of June 1, 1979	01-Dec-86	01-Dec-86		278,450.16	278,450.16
	01-Jun-87	01-Jun-87		278,450.16	278,450.16
	01-Dec-87	01-Dec-87		278,450.16	278,450.16
Financing Agreement between County Commission of Kanawha County, West Virginia (a Public Corporation under the laws of the State of West Virginia) and Diamond Shamrock Corporation dated as of December 1, 1979	01-Dec-86	01-Dec-86		137,812.50	137,812.50
	01-Jun-87	29-May-87		137,812.50	137,812.50
	01-Dec-87	01-Dec-87		137,812.50	137,812.50
Installment Sales Agreement dated as of March 1, 1981 by and between Niagra County Industrial Development Agency and Diamond Shamrock Corporation	01-Sep-86	02-Sep-86		147,000.00	147,000.00
	01-Mar-87	02-Mar-87		147,000.00	147,000.00
	01-Sep-87	02-Sep-87		147,000.00	147,000.00
Air and Water Pollution Control Facilities and Installment Sales Agreement between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation dated as of June 1, 1982	01-Dec-86	01-Dec-86		106,250.00	106,250.00
	01-Jun-87	01-Jun-87		106,250.00	106,250.00
	01-Dec-87	01-Dec-87		106,250.00	106,250.00
Promissory Note of Diamond Shamrock Corporation dated as of April 1, 1977 issued to Lillian Estelle Schaeffer, Nancy M. Schaeffer and Carol Elaine Schaeffer Miller	01-Apr-87	01-Apr-87	18,000.00	1,440.00	19,440.00
Loan Agreement (Industrial Development) between the New Hanover County Industrial Facilities and Pollution Control Financing Authority and Diamond Shamrock Corporation	01-Jan-87	02-Jan-87		59,250.00	59,250.00
	01-Jul-87	01-Jul-87		59,250.00	59,250.00
Loan Agreement (Pollution Control) between the New Hanover County Industrial Facilities and Pollution Control Financing Authority and Diamond Shamrock Corporation	01-Jan-87	02-Jan-87		272,550.00	272,550.00
	01-Jul-87	01-Jul-87		272,550.00	272,550.00
Lease Agreement dated as of March 1, 1982 between the Parish of St. James, State of Louisiana and Convent Chemical Corporation	01-Dec-86	30-Nov-86		72,500.00	72,500.00
	01-Jun-87	29-May-87		72,500.00	72,500.00
	01-Dec-87	30-Nov-87		72,500.00	72,500.00
Lease Agreement dated as of December 1, 1981 between the Parish of St. James, State of Louisiana and Convent Chemical Corporation	01-Dec-86	30-Nov-86		1,404,000.00	1,404,000.00
	01-Jun-87	29-May-87		1,404,000.00	1,404,000.00
	01-Dec-87	30-Nov-87		1,404,000.00	1,404,000.00
Lease Agreement between Convent Chemical Corporation and the South Louisiana Port Commission, State of Louisiana, dated December 1, 1981	01-Dec-86	30-Nov-86		1,952,462.50	1,952,462.50
	01-Jun-87	29-May-87		1,952,462.50	1,952,462.50
	01-Dec-87	30-Nov-87		1,952,462.50	1,952,462.50
Promissory Note of Diamond Shamrock Corporation dated as of December 1, 1982 and issued to Martin Marietta Corporation	01-Dec-86	01-Dec-86	200,000.00		200,000.00
Chlorine Supply Agreement dated as of November 27, 1985 by and between B.F. Goodrich, Convent Chemical and Diamond Shamrock Chemical Company					N/A ⁴
Eurodollar Credit Agreement dated as of August 28, 1980 between Diamond Shamrock de Chile S.A. and the First National Bank of Boston	03-Nov-86	03-Nov-86	2,500,000.00		2,500,000.00
	28-Aug-87	28-Aug-87	2,500,000.00	variable	2,500,000.00
DS France - LTD with Groupement des Industries Chimiques	09-Apr-87	09-Apr-87	504,000.00	279,000.00	783,000.00
	02-Jun-87	02-Jun-87	91,000.00	14,000.00	105,000.00
Lease Agreement (dated as of July 23, 1978) by and between Societe Lyonnaise Immobiliere pour l'Industrie et le Commerce-Siminco and Diamond Shamrock France S.A. as amended	20-Jan-87	20-Jan-87	198,500.00	211,500.00	410,000.00
	21-Jul-87	21-Jul-87	198,500.00	211,500.00	410,000.00

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.875%

\$1,000,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
27-Nov-85	01-Dec-85	\$1,611.11	\$1,508.40	\$102.71	\$248,215.29	\$1,248,215.29
01-Dec-85	01-Jan-86	\$12,083.33	\$11,311.95	\$771.38		
01-Jan-86	01-Feb-86	\$12,083.33	\$11,311.95	\$771.38		
01-Feb-86	01-Mar-86	\$12,083.33	\$11,311.95	\$771.38		
01-Mar-86	01-Apr-86	\$12,083.33	\$11,311.95	\$771.38		
01-Apr-86	01-May-86	\$12,083.33	\$11,311.95	\$771.38		
01-May-86	01-Jun-86	\$12,083.33	\$11,311.95	\$771.38		
		\$72,500.00	\$67,871.71	\$4,628.29	\$243,586.99	\$1,243,586.99
01-Jun-86	01-Jul-86	\$12,083.33	\$11,270.01	\$813.33		
01-Jul-86	01-Aug-86	\$12,083.33	\$11,270.01	\$813.33		
01-Aug-86	01-Sep-86	\$12,083.33	\$11,270.01	\$813.33		
01-Sep-86	01-Oct-86	\$12,083.33	\$11,270.01	\$813.33		
01-Oct-86	01-Nov-86	\$12,083.33	\$11,270.01	\$813.33		
01-Nov-86	01-Dec-86	\$12,083.33	\$11,270.01	\$813.33		
		\$72,500.00	\$67,620.04	\$4,879.96	\$238,707.03	\$1,238,707.03
01-Dec-86	01-Jan-87	\$12,083.33	\$11,225.78	\$857.55		
01-Jan-87	01-Feb-87	\$12,083.33	\$11,225.78	\$857.55		
01-Feb-87	01-Mar-87	\$12,083.33	\$11,225.78	\$857.55		
01-Mar-87	01-Apr-87	\$12,083.33	\$11,225.78	\$857.55		
01-Apr-87	01-May-87	\$12,083.33	\$11,225.78	\$857.55		
01-May-87	01-Jun-87	\$12,083.33	\$11,225.78	\$857.55		
		\$72,500.00	\$67,354.69	\$5,145.31	\$233,561.73	\$1,233,561.73
01-Jun-87	01-Jul-87	\$12,083.33	\$11,179.15	\$904.18		
01-Jul-87	01-Aug-87	\$12,083.33	\$11,179.15	\$904.18		
01-Aug-87	01-Sep-87	\$12,083.33	\$11,179.15	\$904.18		
01-Sep-87	01-Oct-87	\$12,083.33	\$11,179.15	\$904.18		
01-Oct-87	01-Nov-87	\$12,083.33	\$11,179.15	\$904.18		
01-Nov-87	01-Dec-87	\$12,083.33	\$11,179.15	\$904.18		
		\$72,500.00	\$67,074.92	\$5,425.08	\$228,136.65	\$1,228,136.65
01-Dec-87	01-Jan-88	\$12,083.33	\$11,129.99	\$953.34		
01-Jan-88	01-Feb-88	\$12,083.33	\$11,129.99	\$953.34		
01-Feb-88	01-Mar-88	\$12,083.33	\$11,129.99	\$953.34		
01-Mar-88	01-Apr-88	\$12,083.33	\$11,129.99	\$953.34		
01-Apr-88	01-May-88	\$12,083.33	\$11,129.99	\$953.34		
01-May-88	01-Jun-88	\$12,083.33	\$11,129.99	\$953.34		
		\$72,500.00	\$66,779.93	\$5,720.07	\$222,416.58	\$1,222,416.58
01-Jun-88	01-Jul-88	\$12,083.33	\$11,078.15	\$1,005.18		
01-Jul-88	01-Aug-88	\$12,083.33	\$11,078.15	\$1,005.18		
01-Aug-88	01-Sep-88	\$12,083.33	\$11,078.15	\$1,005.18		
01-Sep-88	01-Oct-88	\$12,083.33	\$11,078.15	\$1,005.18		
01-Oct-88	01-Nov-88	\$12,083.33	\$11,078.15	\$1,005.18		
01-Nov-88	01-Dec-88	\$12,083.33	\$11,078.15	\$1,005.18		
		\$72,500.00	\$66,468.90	\$6,031.10	\$216,385.48	\$1,216,385.48
01-Dec-88	01-Jan-89	\$12,083.33	\$11,023.49	\$1,059.84		
01-Jan-89	01-Feb-89	\$12,083.33	\$11,023.49	\$1,059.84		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
 NET PRESENT VALUE AT 10.875%

\$1,000,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
01-Feb-89	01-Mar-89	\$12,083.33	\$11,023.49	\$1,059.84		
01-Mar-89	01-Apr-89	\$12,083.33	\$11,023.49	\$1,059.84		
01-Apr-89	01-May-89	\$12,083.33	\$11,023.49	\$1,059.84		
01-May-89	01-Jun-89	\$12,083.33	\$11,023.49	\$1,059.84		
		\$72,500.00	\$66,140.96	\$6,359.04	\$210,026.44	\$1,210,026.44
01-Jun-89	01-Jul-89	\$12,083.33	\$10,965.86	\$1,117.47		
01-Jul-89	01-Aug-89	\$12,083.33	\$10,965.86	\$1,117.47		
01-Aug-89	01-Sep-89	\$12,083.33	\$10,965.86	\$1,117.47		
01-Sep-89	01-Oct-89	\$12,083.33	\$10,965.86	\$1,117.47		
01-Oct-89	01-Nov-89	\$12,083.33	\$10,965.86	\$1,117.47		
01-Nov-89	01-Dec-89	\$12,083.33	\$10,965.86	\$1,117.47		
		\$72,500.00	\$65,795.19	\$6,704.81	\$203,321.63	\$1,203,321.63
01-Dec-89	01-Jan-90	\$12,083.33	\$10,905.10	\$1,178.23		
01-Jan-90	01-Feb-90	\$12,083.33	\$10,905.10	\$1,178.23		
01-Feb-90	01-Mar-90	\$12,083.33	\$10,905.10	\$1,178.23		
01-Mar-90	01-Apr-90	\$12,083.33	\$10,905.10	\$1,178.23		
01-Apr-90	01-May-90	\$12,083.33	\$10,905.10	\$1,178.23		
01-May-90	01-Jun-90	\$12,083.33	\$10,905.10	\$1,178.23		
		\$72,500.00	\$65,430.61	\$7,069.39	\$196,252.24	\$1,196,252.24
01-Jun-90	01-Jul-90	\$12,083.33	\$10,841.04	\$1,242.30		
01-Jul-90	01-Aug-90	\$12,083.33	\$10,841.04	\$1,242.30		
01-Aug-90	01-Sep-90	\$12,083.33	\$10,841.04	\$1,242.30		
01-Sep-90	01-Oct-90	\$12,083.33	\$10,841.04	\$1,242.30		
01-Oct-90	01-Nov-90	\$12,083.33	\$10,841.04	\$1,242.30		
01-Nov-90	01-Dec-90	\$12,083.33	\$10,841.04	\$1,242.30		
		\$72,500.00	\$65,046.22	\$7,453.78	\$188,798.46	\$1,188,798.46
01-Dec-90	01-Jan-91	\$12,083.33	\$10,773.49	\$1,309.85		
01-Jan-91	01-Feb-91	\$12,083.33	\$10,773.49	\$1,309.85		
01-Feb-91	01-Mar-91	\$12,083.33	\$10,773.49	\$1,309.85		
01-Mar-91	01-Apr-91	\$12,083.33	\$10,773.49	\$1,309.85		
01-Apr-91	01-May-91	\$12,083.33	\$10,773.49	\$1,309.85		
01-May-91	01-Jun-91	\$12,083.33	\$10,773.49	\$1,309.85		
		\$72,500.00	\$64,640.92	\$7,859.08	\$180,939.37	\$1,180,939.37
01-Jun-91	01-Jul-91	\$12,083.33	\$10,702.26	\$1,381.07		
01-Jul-91	01-Aug-91	\$12,083.33	\$10,702.26	\$1,381.07		
01-Aug-91	01-Sep-91	\$12,083.33	\$10,702.26	\$1,381.07		
01-Sep-91	01-Oct-91	\$12,083.33	\$10,702.26	\$1,381.07		
01-Oct-91	01-Nov-91	\$12,083.33	\$10,702.26	\$1,381.07		
01-Nov-91	01-Dec-91	\$12,083.33	\$10,702.26	\$1,381.07		
		\$72,500.00	\$64,213.58	\$8,286.42	\$172,652.95	\$1,172,652.95
01-Dec-91	01-Jan-92	\$12,083.33	\$10,627.17	\$1,456.17		
01-Jan-92	01-Feb-92	\$12,083.33	\$10,627.17	\$1,456.17		
01-Feb-92	01-Mar-92	\$12,083.33	\$10,627.17	\$1,456.17		
01-Mar-92	01-Apr-92	\$12,083.33	\$10,627.17	\$1,456.17		
01-Apr-92	01-May-92	\$12,083.33	\$10,627.17	\$1,456.17		
01-May-92	01-Jun-92	\$12,083.33	\$10,627.17	\$1,456.17		

OCC 033306

E. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
 NET PRESENT VALUE AT 10.875%

\$1,000,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
		\$72,500.00	\$63,763.00	\$8,737.00	\$163,915.96	\$1,163,915.96
01-Jun-92	01-Jul-92	\$12,083.33	\$10,547.99	\$1,535.34		
01-Jul-92	01-Aug-92	\$12,083.33	\$10,547.99	\$1,535.34		
01-Aug-92	01-Sep-92	\$12,083.33	\$10,547.99	\$1,535.34		
01-Sep-92	01-Oct-92	\$12,083.33	\$10,547.99	\$1,535.34		
01-Oct-92	01-Nov-92	\$12,083.33	\$10,547.99	\$1,535.34		
01-Nov-92	01-Dec-92	\$12,083.33	\$10,547.99	\$1,535.34		
		\$72,500.00	\$63,287.93	\$9,212.07	\$154,703.89	\$1,154,703.89
01-Dec-92	01-Jan-93	\$12,083.33	\$10,464.50	\$1,618.83		
01-Jan-93	01-Feb-93	\$12,083.33	\$10,464.50	\$1,618.83		
01-Feb-93	01-Mar-93	\$12,083.33	\$10,464.50	\$1,618.83		
01-Mar-93	01-Apr-93	\$12,083.33	\$10,464.50	\$1,618.83		
01-Apr-93	01-May-93	\$12,083.33	\$10,464.50	\$1,618.83		
01-May-93	01-Jun-93	\$12,083.33	\$10,464.50	\$1,618.83		
		\$72,500.00	\$62,787.02	\$9,712.98	\$144,990.91	\$1,144,990.91
01-Jun-93	01-Jul-93	\$12,083.33	\$10,376.48	\$1,706.85		
01-Jul-93	01-Aug-93	\$12,083.33	\$10,376.48	\$1,706.85		
01-Aug-93	01-Sep-93	\$12,083.33	\$10,376.48	\$1,706.85		
01-Sep-93	01-Oct-93	\$12,083.33	\$10,376.48	\$1,706.85		
01-Oct-93	01-Nov-93	\$12,083.33	\$10,376.48	\$1,706.85		
01-Nov-93	01-Dec-93	\$12,083.33	\$10,376.48	\$1,706.85		
		\$72,500.00	\$62,258.88	\$10,241.12	\$134,749.79	\$1,134,749.79
01-Dec-93	01-Jan-94	\$12,083.33	\$10,283.67	\$1,799.66		
01-Jan-94	01-Feb-94	\$12,083.33	\$10,283.67	\$1,799.66		
01-Feb-94	01-Mar-94	\$12,083.33	\$10,283.67	\$1,799.66		
01-Mar-94	01-Apr-94	\$12,083.33	\$10,283.67	\$1,799.66		
01-Apr-94	01-May-94	\$12,083.33	\$10,283.67	\$1,799.66		
01-May-94	01-Jun-94	\$12,083.33	\$10,283.67	\$1,799.66		
		\$72,500.00	\$61,702.02	\$10,797.98	\$123,951.81	\$1,123,951.81
01-Jun-94	01-Jul-94	\$12,083.33	\$10,185.81	\$1,897.52		
01-Jul-94	01-Aug-94	\$12,083.33	\$10,185.81	\$1,897.52		
01-Aug-94	01-Sep-94	\$12,083.33	\$10,185.81	\$1,897.52		
01-Sep-94	01-Oct-94	\$12,083.33	\$10,185.81	\$1,897.52		
01-Oct-94	01-Nov-94	\$12,083.33	\$10,185.81	\$1,897.52		
01-Nov-94	01-Dec-94	\$12,083.33	\$10,185.81	\$1,897.52		
		\$72,500.00	\$61,114.88	\$11,385.12	\$112,566.69	\$1,112,566.69
01-Dec-94	01-Jan-95	\$12,083.33	\$10,082.64	\$2,000.70		
01-Jan-95	01-Feb-95	\$12,083.33	\$10,082.64	\$2,000.70		
01-Feb-95	01-Mar-95	\$12,083.33	\$10,082.64	\$2,000.70		
01-Mar-95	01-Apr-95	\$12,083.33	\$10,082.64	\$2,000.70		
01-Apr-95	01-May-95	\$12,083.33	\$10,082.64	\$2,000.70		
01-May-95	01-Jun-95	\$12,083.33	\$10,082.64	\$2,000.70		
		\$72,500.00	\$60,495.81	\$12,004.19	\$100,562.50	\$1,100,562.50
01-Jun-95	01-Jul-95	\$12,083.33	\$9,973.85	\$2,109.49		
01-Jul-95	01-Aug-95	\$12,083.33	\$9,973.85	\$2,109.49		
01-Aug-95	01-Sep-95	\$12,083.33	\$9,973.85	\$2,109.49		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.875%

\$1,000,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
01-Sep-95	01-Oct-95	\$12,083.33	\$9,973.85	\$2,109.49		
01-Oct-95	01-Nov-95	\$12,083.33	\$9,973.85	\$2,109.49		
01-Nov-95	01-Dec-95	\$12,083.33	\$9,973.85	\$2,109.49		
		\$72,500.00	\$59,843.09	\$12,656.91	\$87,905.59	\$1,087,905.59
01-Dec-95	01-Jan-96	\$12,083.33	\$9,859.14	\$2,224.19		
01-Jan-96	01-Feb-96	\$12,083.33	\$9,859.14	\$2,224.19		
01-Feb-96	01-Mar-96	\$12,083.33	\$9,859.14	\$2,224.19		
01-Mar-96	01-Apr-96	\$12,083.33	\$9,859.14	\$2,224.19		
01-Apr-96	01-May-96	\$12,083.33	\$9,859.14	\$2,224.19		
01-May-96	01-Jun-96	\$12,083.33	\$9,859.14	\$2,224.19		
		\$72,500.00	\$59,154.87	\$13,345.13	\$74,560.46	\$1,074,560.46
01-Jun-96	01-Jul-96	\$12,083.33	\$9,738.20	\$2,345.13		
01-Jul-96	01-Aug-96	\$12,083.33	\$9,738.20	\$2,345.13		
01-Aug-96	01-Sep-96	\$12,083.33	\$9,738.20	\$2,345.13		
01-Sep-96	01-Oct-96	\$12,083.33	\$9,738.20	\$2,345.13		
01-Oct-96	01-Nov-96	\$12,083.33	\$9,738.20	\$2,345.13		
01-Nov-96	01-Dec-96	\$12,083.33	\$9,738.20	\$2,345.13		
		\$72,500.00	\$58,429.22	\$14,070.78	\$60,489.68	\$1,060,489.68
01-Dec-96	01-Jan-97	\$12,083.33	\$9,610.69	\$2,472.65		
01-Jan-97	01-Feb-97	\$12,083.33	\$9,610.69	\$2,472.65		
01-Feb-97	01-Mar-97	\$12,083.33	\$9,610.69	\$2,472.65		
01-Mar-97	01-Apr-97	\$12,083.33	\$9,610.69	\$2,472.65		
01-Apr-97	01-May-97	\$12,083.33	\$9,610.69	\$2,472.65		
01-May-97	01-Jun-97	\$12,083.33	\$9,610.69	\$2,472.65		
		\$72,500.00	\$57,664.13	\$14,835.87	\$45,653.81	\$1,045,653.81
01-Jun-97	01-Jul-97	\$12,083.33	\$9,476.24	\$2,607.10		
01-Jul-97	01-Aug-97	\$12,083.33	\$9,476.24	\$2,607.10		
01-Aug-97	01-Sep-97	\$12,083.33	\$9,476.24	\$2,607.10		
01-Sep-97	01-Oct-97	\$12,083.33	\$9,476.24	\$2,607.10		
01-Oct-97	01-Nov-97	\$12,083.33	\$9,476.24	\$2,607.10		
01-Nov-97	01-Dec-97	\$12,083.33	\$9,476.24	\$2,607.10		
		\$72,500.00	\$56,857.43	\$15,642.57	\$30,011.23	\$1,030,011.23

Item B

A. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.075%

\$11,830,000 - 14.25%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
27-Nov-85	01-Dec-85					
		\$18,730.83	\$17,482.16	\$1,248.67	\$2,636,748.33	\$14,466,748.33
01-Dec-85	01-Jan-86	\$140,481.25	\$131,104.91	\$9,376.34		
01-Jan-86	01-Feb-86	\$140,481.25	\$131,104.91	\$9,376.34		
01-Feb-86	01-Mar-86	\$140,481.25	\$131,104.91	\$9,376.34		
01-Mar-86	01-Apr-86	\$140,481.25	\$131,104.91	\$9,376.34		
01-Apr-86	01-May-86	\$140,481.25	\$131,104.91	\$9,376.34		
01-May-86	01-Jun-86	\$140,481.25	\$131,104.91	\$9,376.34		
		\$842,887.50	\$786,629.44	\$56,258.06	\$2,580,490.27	\$14,410,490.27
01-Jun-86	01-Jul-86	\$140,481.25	\$130,595.07	\$9,886.18		
01-Jul-86	01-Aug-86	\$140,481.25	\$130,595.07	\$9,886.18		
01-Aug-86	01-Sep-86	\$140,481.25	\$130,595.07	\$9,886.18		
01-Sep-86	01-Oct-86	\$140,481.25	\$130,595.07	\$9,886.18		
01-Oct-86	01-Nov-86	\$140,481.25	\$130,595.07	\$9,886.18		
01-Nov-86	01-Dec-86	\$140,481.25	\$130,595.07	\$9,886.18		
		\$842,887.50	\$783,570.41	\$59,317.09	\$2,521,173.18	\$14,351,173.18
01-Dec-86	01-Jan-87	\$140,481.25	\$130,057.51	\$10,423.74		
01-Jan-87	01-Feb-87	\$140,481.25	\$130,057.51	\$10,423.74		
01-Feb-87	01-Mar-87	\$140,481.25	\$130,057.51	\$10,423.74		
01-Mar-87	01-Apr-87	\$140,481.25	\$130,057.51	\$10,423.74		
01-Apr-87	01-May-87	\$140,481.25	\$130,057.51	\$10,423.74		
01-May-87	01-Jun-87	\$140,481.25	\$130,057.51	\$10,423.74		
		\$842,887.50	\$780,345.04	\$62,542.46	\$2,458,630.72	\$14,288,630.72
01-Jun-87	01-Jul-87	\$140,481.25	\$129,490.72	\$10,990.53		
01-Jul-87	01-Aug-87	\$140,481.25	\$129,490.72	\$10,990.53		
01-Aug-87	01-Sep-87	\$140,481.25	\$129,490.72	\$10,990.53		
01-Sep-87	01-Oct-87	\$140,481.25	\$129,490.72	\$10,990.53		
01-Oct-87	01-Nov-87	\$140,481.25	\$129,490.72	\$10,990.53		
01-Nov-87	01-Dec-87	\$140,481.25	\$129,490.72	\$10,990.53		
		\$842,887.50	\$776,944.30	\$65,943.20	\$2,392,687.52	\$14,222,687.52
01-Dec-87	01-Jan-88	\$140,481.25	\$128,893.11	\$11,588.14		
01-Jan-88	01-Feb-88	\$140,481.25	\$128,893.11	\$11,588.14		
01-Feb-88	01-Mar-88	\$140,481.25	\$128,893.11	\$11,588.14		
01-Mar-88	01-Apr-88	\$140,481.25	\$128,893.11	\$11,588.14		
01-Apr-88	01-May-88	\$140,481.25	\$128,893.11	\$11,588.14		
01-May-88	01-Jun-88	\$140,481.25	\$128,893.11	\$11,588.14		
		\$842,887.50	\$773,358.63	\$69,528.87	\$2,323,158.65	\$14,153,158.65
01-Jun-88	01-Jul-88	\$140,481.25	\$128,263.00	\$12,218.25		
01-Jul-88	01-Aug-88	\$140,481.25	\$128,263.00	\$12,218.25		
01-Aug-88	01-Sep-88	\$140,481.25	\$128,263.00	\$12,218.25		
01-Sep-88	01-Oct-88	\$140,481.25	\$128,263.00	\$12,218.25		
01-Oct-88	01-Nov-88	\$140,481.25	\$128,263.00	\$12,218.25		
01-Nov-88	01-Dec-88	\$140,481.25	\$128,263.00	\$12,218.25		
		\$842,887.50	\$769,578.00	\$73,309.50	\$2,249,849.15	\$14,079,849.15
01-Dec-88	01-Jan-89	\$140,481.25	\$127,598.63	\$12,882.62		
01-Jan-89	01-Feb-89	\$140,481.25	\$127,598.63	\$12,882.62		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.875%

\$11,830,000 - 14.25%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
01-Feb-89	01-Mar-89	\$140,481.25	\$127,598.63	\$12,882.62		
01-Mar-89	01-Apr-89	\$140,481.25	\$127,598.63	\$12,882.62		
01-Apr-89	01-May-89	\$140,481.25	\$127,598.63	\$12,882.62		
01-May-89	01-Jun-89	\$140,481.25	\$127,598.63	\$12,882.62		
		\$842,887.50	\$765,591.80	\$77,295.70	\$2,172,553.45	\$14,002,553.45
01-Jun-89	01-Jul-89	\$140,481.25	\$126,898.14	\$13,583.11		
01-Jul-89	01-Aug-89	\$140,481.25	\$126,898.14	\$13,583.11		
01-Aug-89	01-Sep-89	\$140,481.25	\$126,898.14	\$13,583.11		
01-Sep-89	01-Oct-89	\$140,481.25	\$126,898.14	\$13,583.11		
01-Oct-89	01-Nov-89	\$140,481.25	\$126,898.14	\$13,583.11		
01-Nov-89	01-Dec-89	\$140,481.25	\$126,898.14	\$13,583.11		
		\$842,887.50	\$761,388.84	\$81,498.66	\$2,091,054.79	\$13,921,054.79
01-Dec-89	01-Jan-90	\$140,481.25	\$126,159.56	\$14,321.69		
01-Jan-90	01-Feb-90	\$140,481.25	\$126,159.56	\$14,321.69		
01-Feb-90	01-Mar-90	\$140,481.25	\$126,159.56	\$14,321.69		
01-Mar-90	01-Apr-90	\$140,481.25	\$126,159.56	\$14,321.69		
01-Apr-90	01-May-90	\$140,481.25	\$126,159.56	\$14,321.69		
01-May-90	01-Jun-90	\$140,481.25	\$126,159.56	\$14,321.69		
		\$842,887.50	\$756,957.35	\$85,930.15	\$2,005,124.65	\$13,835,124.65
01-Jun-90	01-Jul-90	\$140,481.25	\$125,380.82	\$15,100.43		
01-Jul-90	01-Aug-90	\$140,481.25	\$125,380.82	\$15,100.43		
01-Aug-90	01-Sep-90	\$140,481.25	\$125,380.82	\$15,100.43		
01-Sep-90	01-Oct-90	\$140,481.25	\$125,380.82	\$15,100.43		
01-Oct-90	01-Nov-90	\$140,481.25	\$125,380.82	\$15,100.43		
01-Nov-90	01-Dec-90	\$140,481.25	\$125,380.82	\$15,100.43		
		\$842,887.50	\$752,284.90	\$90,602.60	\$1,914,522.05	\$13,744,522.05
01-Dec-90	01-Jan-91	\$140,481.25	\$124,559.73	\$15,921.52		
01-Jan-91	01-Feb-91	\$140,481.25	\$124,559.73	\$15,921.52		
01-Feb-91	01-Mar-91	\$140,481.25	\$124,559.73	\$15,921.52		
01-Mar-91	01-Apr-91	\$140,481.25	\$124,559.73	\$15,921.52		
01-Apr-91	01-May-91	\$140,481.25	\$124,559.73	\$15,921.52		
01-May-91	01-Jun-91	\$140,481.25	\$124,559.73	\$15,921.52		
		\$842,887.50	\$747,359.39	\$95,529.11	\$1,818,992.94	\$13,648,992.94
01-Jun-91	01-Jul-91	\$140,481.25	\$123,694.00	\$16,787.25		
01-Jul-91	01-Aug-91	\$140,481.25	\$123,694.00	\$16,787.25		
01-Aug-91	01-Sep-91	\$140,481.25	\$123,694.00	\$16,787.25		
01-Sep-91	01-Oct-91	\$140,481.25	\$123,694.00	\$16,787.25		
01-Oct-91	01-Nov-91	\$140,481.25	\$123,694.00	\$16,787.25		
01-Nov-91	01-Dec-91	\$140,481.25	\$123,694.00	\$16,787.25		
		\$842,887.50	\$742,163.99	\$100,723.51	\$1,718,269.43	\$13,548,269.43
01-Dec-91	01-Jan-92	\$140,481.25	\$122,781.19	\$17,700.06		
01-Jan-92	01-Feb-92	\$140,481.25	\$122,781.19	\$17,700.06		
01-Feb-92	01-Mar-92	\$140,481.25	\$122,781.19	\$17,700.06		
01-Mar-92	01-Apr-92	\$140,481.25	\$122,781.19	\$17,700.06		
01-Apr-92	01-May-92	\$140,481.25	\$122,781.19	\$17,700.06		
01-May-92	01-Jun-92	\$140,481.25	\$122,781.19	\$17,700.06		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.875%

\$11,830,000 - 14.25%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
		\$842,887.50	\$736,687.15	\$106,200.35	\$1,612,069.08	\$13,442,069.08
01-Jun-92	01-Jul-92	\$140,481.25	\$121,818.75	\$18,662.50		
01-Jul-92	01-Aug-92	\$140,481.25	\$121,818.75	\$18,662.50		
01-Aug-92	01-Sep-92	\$140,481.25	\$121,818.75	\$18,662.50		
01-Sep-92	01-Oct-92	\$140,481.25	\$121,818.75	\$18,662.50		
01-Oct-92	01-Nov-92	\$140,481.25	\$121,818.75	\$18,662.50		
01-Nov-92	01-Dec-92	\$140,481.25	\$121,818.75	\$18,662.50		
		\$842,887.50	\$730,912.51	\$111,974.99	\$1,500,094.08	\$13,330,094.08
01-Dec-92	01-Jan-93	\$140,481.25	\$120,803.98	\$19,677.27		
01-Jan-93	01-Feb-93	\$140,481.25	\$120,803.98	\$19,677.27		
01-Feb-93	01-Mar-93	\$140,481.25	\$120,803.98	\$19,677.27		
01-Mar-93	01-Apr-93	\$140,481.25	\$120,803.98	\$19,677.27		
01-Apr-93	01-May-93	\$140,481.25	\$120,803.98	\$19,677.27		
01-May-93	01-Jun-93	\$140,481.25	\$120,803.98	\$19,677.27		
		\$842,887.50	\$724,823.87	\$118,063.63	\$1,382,030.45	\$13,212,030.45
01-Jun-93	01-Jul-93	\$140,481.25	\$119,734.03	\$20,747.22		
01-Jul-93	01-Aug-93	\$140,481.25	\$119,734.03	\$20,747.22		
01-Aug-93	01-Sep-93	\$140,481.25	\$119,734.03	\$20,747.22		
01-Sep-93	01-Oct-93	\$140,481.25	\$119,734.03	\$20,747.22		
01-Oct-93	01-Nov-93	\$140,481.25	\$119,734.03	\$20,747.22		
01-Nov-93	01-Dec-93	\$140,481.25	\$119,734.03	\$20,747.22		
		\$842,887.50	\$718,404.16	\$124,483.34	\$1,257,547.10	\$13,087,547.10
01-Dec-93	01-Jan-94	\$140,481.25	\$118,605.90	\$21,875.35		
01-Jan-94	01-Feb-94	\$140,481.25	\$118,605.90	\$21,875.35		
01-Feb-94	01-Mar-94	\$140,481.25	\$118,605.90	\$21,875.35		
01-Mar-94	01-Apr-94	\$140,481.25	\$118,605.90	\$21,875.35		
01-Apr-94	01-May-94	\$140,481.25	\$118,605.90	\$21,875.35		
01-May-94	01-Jun-94	\$140,481.25	\$118,605.90	\$21,875.35		
		\$842,887.50	\$711,635.37	\$131,252.13	\$1,126,294.98	\$12,956,294.98
01-Jun-94	01-Jul-94	\$140,481.25	\$117,416.42	\$23,064.83		
01-Jul-94	01-Aug-94	\$140,481.25	\$117,416.42	\$23,064.83		
01-Aug-94	01-Sep-94	\$140,481.25	\$117,416.42	\$23,064.83		
01-Sep-94	01-Oct-94	\$140,481.25	\$117,416.42	\$23,064.83		
01-Oct-94	01-Nov-94	\$140,481.25	\$117,416.42	\$23,064.83		
01-Nov-94	01-Dec-94	\$140,481.25	\$117,416.42	\$23,064.83		
		\$842,887.50	\$704,498.54	\$138,388.96	\$987,906.02	\$12,817,906.02
01-Dec-94	01-Jan-95	\$140,481.25	\$116,162.27	\$24,318.98		
01-Jan-95	01-Feb-95	\$140,481.25	\$116,162.27	\$24,318.98		
01-Feb-95	01-Mar-95	\$140,481.25	\$116,162.27	\$24,318.98		
01-Mar-95	01-Apr-95	\$140,481.25	\$116,162.27	\$24,318.98		
01-Apr-95	01-May-95	\$140,481.25	\$116,162.27	\$24,318.98		
01-May-95	01-Jun-95	\$140,481.25	\$116,162.27	\$24,318.98		
		\$842,887.50	\$696,973.64	\$145,913.86	\$841,992.16	\$12,671,992.16
01-Jun-95	01-Jul-95	\$140,481.25	\$114,839.93	\$25,641.32		
01-Jul-95	01-Aug-95	\$140,481.25	\$114,839.93	\$25,641.32		
01-Aug-95	01-Sep-95	\$140,481.25	\$114,839.93	\$25,641.32		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
 NET PRESENT VALUE AT 10.875%

\$11,830,000 - 14.25%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
01-Sep-95	01-Oct-95	\$140,481.25	\$114,839.93	\$25,641.32		
01-Oct-95	01-Nov-95	\$140,481.25	\$114,839.93	\$25,641.32		
01-Nov-95	01-Dec-95	\$140,481.25	\$114,839.93	\$25,641.32		
		\$842,887.50	\$689,039.57	\$153,847.93	\$688,144.23	\$12,518,144.23
01-Dec-95	01-Jan-96	\$140,481.25	\$113,445.68	\$27,035.57		
01-Jan-96	01-Feb-96	\$140,481.25	\$113,445.68	\$27,035.57		
01-Feb-96	01-Mar-96	\$140,481.25	\$113,445.68	\$27,035.57		
01-Mar-96	01-Apr-96	\$140,481.25	\$113,445.68	\$27,035.57		
01-Apr-96	01-May-96	\$140,481.25	\$113,445.68	\$27,035.57		
01-May-96	01-Jun-96	\$140,481.25	\$113,445.68	\$27,035.57		
		\$842,887.50	\$689,674.09	\$162,213.41	\$525,930.82	\$12,355,930.82
01-Jun-96	01-Jul-96	\$140,481.25	\$111,975.62	\$28,505.63		
01-Jul-96	01-Aug-96	\$140,481.25	\$111,975.62	\$28,505.63		
01-Aug-96	01-Sep-96	\$140,481.25	\$111,975.62	\$28,505.63		
01-Sep-96	01-Oct-96	\$140,481.25	\$111,975.62	\$28,505.63		
01-Oct-96	01-Nov-96	\$140,481.25	\$111,975.62	\$28,505.63		
01-Nov-96	01-Dec-96	\$140,481.25	\$111,975.62	\$28,505.63		
		\$842,887.50	\$671,853.74	\$171,033.76	\$354,897.06	\$12,184,897.06

Item C

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.875%

\$34,670,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
27-Nov-85	01-Dec-85	\$55,857.22	\$51,897.69	\$3,959.54	\$8,275,850.46	\$42,945,850.46
01-Dec-85	01-Jan-86	\$418,929.17	\$389,196.77	\$29,732.40		
01-Jan-86	01-Feb-86	\$418,929.17	\$389,196.77	\$29,732.40		
01-Feb-86	01-Mar-86	\$418,929.17	\$389,196.77	\$29,732.40		
01-Mar-86	01-Apr-86	\$418,929.17	\$389,196.77	\$29,732.40		
01-Apr-86	01-May-86	\$418,929.17	\$389,196.77	\$29,732.40		
01-May-86	01-Jun-86	\$418,929.17	\$389,196.77	\$29,732.40		
		\$2,513,575.00	\$2,335,180.62	\$178,394.38	\$8,097,456.08	\$42,767,456.08
01-Jun-86	01-Jul-86	\$418,929.17	\$387,580.07	\$31,349.10		
01-Jul-86	01-Aug-86	\$418,929.17	\$387,580.07	\$31,349.10		
01-Aug-86	01-Sep-86	\$418,929.17	\$387,580.07	\$31,349.10		
01-Sep-86	01-Oct-86	\$418,929.17	\$387,580.07	\$31,349.10		
01-Oct-86	01-Nov-86	\$418,929.17	\$387,580.07	\$31,349.10		
01-Nov-86	01-Dec-86	\$418,929.17	\$387,580.07	\$31,349.10		
		\$2,513,575.00	\$2,325,480.42	\$188,094.58	\$7,909,361.51	\$42,579,361.51
01-Dec-86	01-Jan-87	\$418,929.17	\$385,875.46	\$33,053.70		
01-Jan-87	01-Feb-87	\$418,929.17	\$385,875.46	\$33,053.70		
01-Feb-87	01-Mar-87	\$418,929.17	\$385,875.46	\$33,053.70		
01-Mar-87	01-Apr-87	\$418,929.17	\$385,875.46	\$33,053.70		
01-Apr-87	01-May-87	\$418,929.17	\$385,875.46	\$33,053.70		
01-May-87	01-Jun-87	\$418,929.17	\$385,875.46	\$33,053.70		
		\$2,513,575.00	\$2,315,252.78	\$198,322.22	\$7,711,039.29	\$42,381,039.29
01-Jun-87	01-Jul-87	\$418,929.17	\$384,078.17	\$34,851.00		
01-Jul-87	01-Aug-87	\$418,929.17	\$384,078.17	\$34,851.00		
01-Aug-87	01-Sep-87	\$418,929.17	\$384,078.17	\$34,851.00		
01-Sep-87	01-Oct-87	\$418,929.17	\$384,078.17	\$34,851.00		
01-Oct-87	01-Nov-87	\$418,929.17	\$384,078.17	\$34,851.00		
01-Nov-87	01-Dec-87	\$418,929.17	\$384,078.17	\$34,851.00		
		\$2,513,575.00	\$2,304,469.01	\$209,105.99	\$7,501,933.30	\$42,171,933.30
01-Dec-87	01-Jan-88	\$418,929.17	\$382,183.15	\$36,746.02		
01-Jan-88	01-Feb-88	\$418,929.17	\$382,183.15	\$36,746.02		
01-Feb-88	01-Mar-88	\$418,929.17	\$382,183.15	\$36,746.02		
01-Mar-88	01-Apr-88	\$418,929.17	\$382,183.15	\$36,746.02		
01-Apr-88	01-May-88	\$418,929.17	\$382,183.15	\$36,746.02		
01-May-88	01-Jun-88	\$418,929.17	\$382,183.15	\$36,746.02		
		\$2,513,575.00	\$2,293,098.87	\$220,476.13	\$7,281,457.18	\$41,951,457.18
01-Jun-88	01-Jul-88	\$418,929.17	\$380,185.08	\$38,744.09		
01-Jul-88	01-Aug-88	\$418,929.17	\$380,185.08	\$38,744.09		
01-Aug-88	01-Sep-88	\$418,929.17	\$380,185.08	\$38,744.09		
01-Sep-88	01-Oct-88	\$418,929.17	\$380,185.08	\$38,744.09		
01-Oct-88	01-Nov-88	\$418,929.17	\$380,185.08	\$38,744.09		
01-Nov-88	01-Dec-88	\$418,929.17	\$380,185.08	\$38,744.09		
		\$2,513,575.00	\$2,281,110.48	\$232,464.52	\$7,048,992.66	\$41,718,992.66
01-Dec-88	01-Jan-89	\$418,929.17	\$378,078.37	\$40,850.80		
01-Jan-89	01-Feb-89	\$418,929.17	\$378,078.37	\$40,850.80		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.875%

\$34,670,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
01-Feb-89	01-Mar-89	\$418,929.17	\$378,078.37	\$40,850.80		
01-Mar-89	01-Apr-89	\$418,929.17	\$378,078.37	\$40,850.80		
01-Apr-89	01-May-89	\$418,929.17	\$378,078.37	\$40,850.80		
01-May-89	01-Jun-89	\$418,929.17	\$378,078.37	\$40,850.80		
		\$2,513,575.00	\$2,268,470.23	\$245,104.77	\$6,803,887.88	\$41,473,887.88
01-Jun-89	01-Jul-89	\$418,929.17	\$375,857.11	\$43,072.06		
01-Jul-89	01-Aug-89	\$418,929.17	\$375,857.11	\$43,072.06		
01-Aug-89	01-Sep-89	\$418,929.17	\$375,857.11	\$43,072.06		
01-Sep-89	01-Oct-89	\$418,929.17	\$375,857.11	\$43,072.06		
01-Oct-89	01-Nov-89	\$418,929.17	\$375,857.11	\$43,072.06		
01-Nov-89	01-Dec-89	\$418,929.17	\$375,857.11	\$43,072.06		
		\$2,513,575.00	\$2,255,142.65	\$258,432.35	\$6,545,455.54	\$41,215,455.54
01-Dec-89	01-Jan-90	\$418,929.17	\$373,515.07	\$45,414.10		
01-Jan-90	01-Feb-90	\$418,929.17	\$373,515.07	\$45,414.10		
01-Feb-90	01-Mar-90	\$418,929.17	\$373,515.07	\$45,414.10		
01-Mar-90	01-Apr-90	\$418,929.17	\$373,515.07	\$45,414.10		
01-Apr-90	01-May-90	\$418,929.17	\$373,515.07	\$45,414.10		
01-May-90	01-Jun-90	\$418,929.17	\$373,515.07	\$45,414.10		
		\$2,513,575.00	\$2,241,090.39	\$272,484.61	\$6,272,970.93	\$40,942,970.93
01-Jun-90	01-Jul-90	\$418,929.17	\$371,045.67	\$47,883.49		
01-Jul-90	01-Aug-90	\$418,929.17	\$371,045.67	\$47,883.49		
01-Aug-90	01-Sep-90	\$418,929.17	\$371,045.67	\$47,883.49		
01-Sep-90	01-Oct-90	\$418,929.17	\$371,045.67	\$47,883.49		
01-Oct-90	01-Nov-90	\$418,929.17	\$371,045.67	\$47,883.49		
01-Nov-90	01-Dec-90	\$418,929.17	\$371,045.67	\$47,883.49		
		\$2,513,575.00	\$2,226,274.04	\$287,300.96	\$5,985,669.98	\$40,655,669.98
01-Dec-90	01-Jan-91	\$418,929.17	\$368,442.01	\$50,487.16		
01-Jan-91	01-Feb-91	\$418,929.17	\$368,442.01	\$50,487.16		
01-Feb-91	01-Mar-91	\$418,929.17	\$368,442.01	\$50,487.16		
01-Mar-91	01-Apr-91	\$418,929.17	\$368,442.01	\$50,487.16		
01-Apr-91	01-May-91	\$418,929.17	\$368,442.01	\$50,487.16		
01-May-91	01-Jun-91	\$418,929.17	\$368,442.01	\$50,487.16		
		\$2,513,575.00	\$2,210,652.06	\$302,922.94	\$5,682,747.03	\$40,352,747.03
01-Jun-91	01-Jul-91	\$418,929.17	\$365,696.77	\$53,232.40		
01-Jul-91	01-Aug-91	\$418,929.17	\$365,696.77	\$53,232.40		
01-Aug-91	01-Sep-91	\$418,929.17	\$365,696.77	\$53,232.40		
01-Sep-91	01-Oct-91	\$418,929.17	\$365,696.77	\$53,232.40		
01-Oct-91	01-Nov-91	\$418,929.17	\$365,696.77	\$53,232.40		
01-Nov-91	01-Dec-91	\$418,929.17	\$365,696.77	\$53,232.40		
		\$2,513,575.00	\$2,194,180.62	\$319,394.38	\$5,363,352.65	\$40,033,352.65
01-Dec-91	01-Jan-92	\$418,929.17	\$362,802.26	\$56,126.91		
01-Jan-92	01-Feb-92	\$418,929.17	\$362,802.26	\$56,126.91		
01-Feb-92	01-Mar-92	\$418,929.17	\$362,802.26	\$56,126.91		
01-Mar-92	01-Apr-92	\$418,929.17	\$362,802.26	\$56,126.91		
01-Apr-92	01-May-92	\$418,929.17	\$362,802.26	\$56,126.91		
01-May-92	01-Jun-92	\$418,929.17	\$362,802.26	\$56,126.91		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
 NET PRESENT VALUE AT 10.875%

\$34,670,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
		\$2,513,575.00	\$2,176,813.55	\$336,761.45	\$5,026,591.20	\$39,696,591.20
01-Jun-92	01-Jul-92	\$418,929.17	\$359,750.36	\$59,178.81		
01-Jul-92	01-Aug-92	\$418,929.17	\$359,750.36	\$59,178.81		
01-Aug-92	01-Sep-92	\$418,929.17	\$359,750.36	\$59,178.81		
01-Sep-92	01-Oct-92	\$418,929.17	\$359,750.36	\$59,178.81		
01-Oct-92	01-Nov-92	\$418,929.17	\$359,750.36	\$59,178.81		
01-Nov-92	01-Dec-92	\$418,929.17	\$359,750.36	\$59,178.81		
		\$2,513,575.00	\$2,158,502.15	\$355,072.85	\$4,671,518.35	\$39,341,518.35
01-Dec-92	01-Jan-93	\$418,929.17	\$356,532.51	\$62,396.66		
01-Jan-93	01-Feb-93	\$418,929.17	\$356,532.51	\$62,396.66		
01-Feb-93	01-Mar-93	\$418,929.17	\$356,532.51	\$62,396.66		
01-Mar-93	01-Apr-93	\$418,929.17	\$356,532.51	\$62,396.66		
01-Apr-93	01-May-93	\$418,929.17	\$356,532.51	\$62,396.66		
01-May-93	01-Jun-93	\$418,929.17	\$356,532.51	\$62,396.66		
		\$2,513,575.00	\$2,139,195.06	\$374,379.94	\$4,297,138.41	\$38,967,138.41
01-Jun-93	01-Jul-93	\$418,929.17	\$353,139.69	\$65,789.47		
01-Jul-93	01-Aug-93	\$418,929.17	\$353,139.69	\$65,789.47		
01-Aug-93	01-Sep-93	\$418,929.17	\$353,139.69	\$65,789.47		
01-Sep-93	01-Oct-93	\$418,929.17	\$353,139.69	\$65,789.47		
01-Oct-93	01-Nov-93	\$418,929.17	\$353,139.69	\$65,789.47		
01-Nov-93	01-Dec-93	\$418,929.17	\$353,139.69	\$65,789.47		
		\$2,513,575.00	\$2,118,838.15	\$394,736.85	\$3,902,401.56	\$38,572,401.56
01-Dec-93	01-Jan-94	\$418,929.17	\$349,562.39	\$69,366.78		
01-Jan-94	01-Feb-94	\$418,929.17	\$349,562.39	\$69,366.78		
01-Feb-94	01-Mar-94	\$418,929.17	\$349,562.39	\$69,366.78		
01-Mar-94	01-Apr-94	\$418,929.17	\$349,562.39	\$69,366.78		
01-Apr-94	01-May-94	\$418,929.17	\$349,562.39	\$69,366.78		
01-May-94	01-Jun-94	\$418,929.17	\$349,562.39	\$69,366.78		
		\$2,513,575.00	\$2,097,374.33	\$416,200.67	\$3,486,200.90	\$38,156,200.90
01-Jun-94	01-Jul-94	\$418,929.17	\$345,790.57	\$73,138.60		
01-Jul-94	01-Aug-94	\$418,929.17	\$345,790.57	\$73,138.60		
01-Aug-94	01-Sep-94	\$418,929.17	\$345,790.57	\$73,138.60		
01-Sep-94	01-Oct-94	\$418,929.17	\$345,790.57	\$73,138.60		
01-Oct-94	01-Nov-94	\$418,929.17	\$345,790.57	\$73,138.60		
01-Nov-94	01-Dec-94	\$418,929.17	\$345,790.57	\$73,138.60		
		\$2,513,575.00	\$2,074,743.42	\$438,831.58	\$3,047,369.32	\$37,717,369.32
01-Dec-94	01-Jan-95	\$418,929.17	\$341,813.66	\$77,115.51		
01-Jan-95	01-Feb-95	\$418,929.17	\$341,813.66	\$77,115.51		
01-Feb-95	01-Mar-95	\$418,929.17	\$341,813.66	\$77,115.51		
01-Mar-95	01-Apr-95	\$418,929.17	\$341,813.66	\$77,115.51		
01-Apr-95	01-May-95	\$418,929.17	\$341,813.66	\$77,115.51		
01-May-95	01-Jun-95	\$418,929.17	\$341,813.66	\$77,115.51		
		\$2,513,575.00	\$2,050,881.96	\$462,693.04	\$2,584,676.28	\$37,254,676.28
01-Jun-95	01-Jul-95	\$418,929.17	\$337,620.50	\$81,308.66		
01-Jul-95	01-Aug-95	\$418,929.17	\$337,620.50	\$81,308.66		
01-Aug-95	01-Sep-95	\$418,929.17	\$337,620.50	\$81,308.66		

B. F. GOODRICH POLLUTION CONTROL AND INDUSTRIAL DEVELOPMENT BONDS
NET PRESENT VALUE AT 10.875%

\$34,670,000 - 14.5%

DATE:		Monthly Interest	Effective	Revaluation	Revaluation	Carrying Value of
TO	FROM	Accrual	Interest	Amortization	Balance	Debt
		Face Int. Rate	Expense			
01-Sep-95	01-Oct-95	\$418,929.17	\$337,620.50	\$81,308.66		
01-Oct-95	01-Nov-95	\$418,929.17	\$337,620.50	\$81,308.66		
01-Nov-95	01-Dec-95	\$418,929.17	\$337,620.50	\$81,308.66		
		\$2,513,575.00	\$2,025,723.02	\$487,851.98	\$2,096,824.30	\$36,766,824.30
01-Dec-95	01-Jan-96	\$418,929.17	\$333,199.35	\$85,729.82		
01-Jan-96	01-Feb-96	\$418,929.17	\$333,199.35	\$85,729.82		
01-Feb-96	01-Mar-96	\$418,929.17	\$333,199.35	\$85,729.82		
01-Mar-96	01-Apr-96	\$418,929.17	\$333,199.35	\$85,729.82		
01-Apr-96	01-May-96	\$418,929.17	\$333,199.35	\$85,729.82		
01-May-96	01-Jun-96	\$418,929.17	\$333,199.35	\$85,729.82		
		\$2,513,575.00	\$1,999,196.07	\$514,378.93	\$1,582,445.37	\$36,252,445.37
01-Jun-96	01-Jul-96	\$418,929.17	\$328,537.79	\$90,391.38		
01-Jul-96	01-Aug-96	\$418,929.17	\$328,537.79	\$90,391.38		
01-Aug-96	01-Sep-96	\$418,929.17	\$328,537.79	\$90,391.38		
01-Sep-96	01-Oct-96	\$418,929.17	\$328,537.79	\$90,391.38		
01-Oct-96	01-Nov-96	\$418,929.17	\$328,537.79	\$90,391.38		
01-Nov-96	01-Dec-96	\$418,929.17	\$328,537.79	\$90,391.38		
		\$2,513,575.00	\$1,971,226.72	\$542,348.28	\$1,040,097.09	\$35,710,097.09

SCHEDULE 1.05

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

EQUITY COMPANIES

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EQUITY COMPANIES

<u>Subsidiaries:</u>	<u>Assumed Aggregate Net Book Value (1)</u>
Carbochloro S/A Industrias Quimicas	\$34,280,794
Diamond Shamrock Italia S.p.A.	162,998
Korea Potassium Chemicals Co., Ltd.	3,541,585 (2)
Nopco Colombiana, S.A.	478,131
Nopco Industrial S.A. de C.V.	410,641
San Nopco Limited	4,151,468
 <u>Assets:</u>	
Trona Deposits (3)	107,055 (2)
 Total Assumed Value:	 <u>43,132,672</u>

(1) Book values at July 31, 1986, except for those designated (2).

(2) Book values at August 31, 1986.

(3) All leases of real estate situated in the State of Wyoming held for the prospective value of the Trona deposits.

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OCCNJ 0000617

SCHEDULE 2.02

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

BUSINESS UNITS DESCRIPTION

Terms defined in the Agreement are used herein as so defined.

The following is a summary description of each Business Unit provided for the purpose of clarification but not limitation, including as to each Business Unit its principal (but not exclusive) product lines and the domestic physical plant facilities and the foreign Subsidiaries that are significantly (but not exclusively) associated with such Business Unit (excepting in all cases the Excluded Assets). The Business Unit summary description does not include certain components of DSCC's operations, including but not limited to (i) the DSCC headquarters facility, sales offices or technical service or customer service centers (collectively, the "Corporate Facilities") and (ii) certain Subsidiaries or direct or indirect subsidiaries of DSCC which act as holding

OCC 033319

companies, as trading companies or in certain other functions (the "Other Subsidiaries"). The Corporate Facilities and the Other Subsidiaries provide support and other services to all the Business Units and relate to all the Business Units, but are not separately listed as relating to any particular Business Unit.

A. Chlor-Alkali

The Chlor-Alkali Business Unit is principally (but not exclusively) engaged in the production of the following product lines:

- (i) chlorine;
- (ii) caustic soda;
- (iii) chlorinated paraffins;
- (iv) chlorinated solvents;
- (v) hydrogen; and
- (vi) potassium chemicals.

The domestic physical plant facilities and the foreign Subsidiaries that are significantly (but not exclusively) associated with the operation of the Chlor-Alkali Business Unit are the following:

- (i) Battleground Plant;
- (ii) Belle Plant;
- (iii) Convent Plant;
- (iv) Deer Park Plant;
- (v) Delaware City Plant;
- (vi) Mobile Plant;
- (vii) Muscle Shoals Plant;
- (viii) Diamond Shamrock de Chile S.A.I.;
- (ix) Carbocloro S.A. Industrias Quimicas; and
- (x) Korea Potassium Chemical Co., Ltd.

B. Soda Products other than Chrome

The Soda Products other than Chrome Business Unit (the "SP Business Unit") is principally (but not exclusively) engaged in the production of the following product lines:

- (i) silicates; and
- (ii) laundry chemicals.

The domestic physical plant facilities and the foreign Subsidiaries that are significantly (but not exclusively) associated with the operation of the SP Business Unit are the following:

- (i) Catonsville Plant;
- (ii) Duncanville Plant;
- (iii) Franklin Park Plant;
- (iv) Dallas Plant;
- (v) Lockport Plant;
- (vi) Cincinnati Plant;
- (vii) Jersey City Plant;
- (viii) Oxnard Plant;
- (ix) Chicago Plant; and
- (x) Mobile Plant.

C. Process Chemicals

The Process Chemicals Business Unit is principally (but not exclusively) engaged in the production of specialty chemicals. The domestic physical plant facilities and the foreign Subsidiaries that are significantly (but not exclusively) associated with the operation of the Process Chemicals Business Unit are the following:

- (i) Ashtabula Plant;
- (ii) Carlstadt Plant;
- (iii) Cedertown Plant;
- (iv) Charlotte Plant;

- (v) Harrison Plant;
- (vi) Morristown Office;
- (vii) Richmond Plant;
- (viii) Diamond Shamrock France S.A.;
- (ix) Diamond Shamrock Eytosa S.A.;
- (x) Diamond Shamrock Canada Ltd.;
- (xi) Diamond Shamrock Taiwan Ltd.;
- (xii) Diamond Shamrock (Australia) Pty. Ltd.;
- (xiii) Diamond Shamrock Chemical Products A.G.;
- (xiv) Diamond Shamrock Process Chemicals Europe Inc.;
- (xv) Diamond Shamrock Process Chemicals Ltd.;
- (xvi) Diamond Shamrock Scandinavia A/S;
- (xvii) Diamond Shamrock Scandinavia OY;
- (xviii) Diamond Shamrock Scandinavia AB;
- (xix) Diamond Shamrock Chimie S.A.;
- (xx) Diamond Shamrock Trading Corporation;
- (xxi) Diamond Shamrock Chemicals (Deutschland) GmbH;
- (xxii) San Nopco Limited;
- (xxiii) Nopco Industrial S.A. de C.V.;
- (xxiv) Diamond Shamrock Italia S.p.A.; and
- (xxv) Nopco Colombiana S.A.

D. Chrome

The Chrome Business Unit is principally (but not exclusively) engaged in the production of chrome chemicals. The domestic physical plant facility and the foreign Subsidiary that are significantly (but not exclusively) associated with the operation of the Chrome Business Unit are the Castle Hayne Plant and Thai Diamond Shamrock Chrome Ltd.

E. Cogeneration

The Cogeneration Business Unit is principally (but not exclusively) engaged in the production of electricity and steam through cogeneration. The domestic physical plant facilities that are significantly (but not exclusively) associated with

the operation of the Cogeneration Business Unit are the following:

- (i) Battleground Plant; and
- (ii) Deer Park Plant.

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SCHEDULE 2.03

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

SUBSIDIARIES; SIGNIFICANT SUBSIDIARIES;
DSCC OFFICERS & DIRECTORS

Terms defined in the Agreement are used herein as so defined.

Attached hereto is a list of (a) the name and jurisdiction of incorporation or organization of each Subsidiary, together with certain additional information relating to each Subsidiary, including (b) the Subsidiaries' Shares, (c) the percentage equity interest in each Subsidiary, including those nominee qualifying shares held by representative directors, attorneys, employees or other nominees, (d) as to each active Subsidiary, the Business Unit to which it significantly (but not exclusively) relates, if any, (e) restrictions, and (f) the approximate net worth of each Subsidiary, if available, as of June 30, 1986 as derived from the books and records of DSCC and prepared for informational purposes only. No representation or warranty is made hereby as to the accuracy of such net worth calculation or as to the principles or procedures used in

OCC 033324

connection with the calculation thereof. Also set forth on this Schedule 2.03 is a list of all officers and directors of DSCC and of each Significant Subsidiary as of the date hereof.

Significant Subsidiaries are designated with three asterisks (***) ; active Subsidiaries are designated with two A's (AA) ; inactive Subsidiaries are designated with two I's (II).

In some cases where required by local law, directors' qualifying shares have been pledged with the company to secure their fiduciary responsibilities.

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OCCNJ 0000624

A. DSCC

Officers and Directors

C. E. Stewart - Director, President, CEO and COO
M. J. Dumeny - Director, Vice President, General
Counsel and Secretary
W. L. Abele - Vice President
J. R. Clinton - Vice President
C. L. Mears - Vice President
T. A. Holland - Vice President and Treasurer
J. B. Talpas - Vice President
L. R. Domenici - Controller
R. E. Weber - Vice President
J. T. Kamm - Vice President
Y. Motoyama - Vice President
*J. F. Kelley - Vice President
T. A. Holland - Vice President
*M. Middlebrook - Vice President
*T. J. Fretthold - Assistant Secretary
*W. Hutton - Assistant Secretary
*E. J. Masek - Assistant Secretary
*W. A. Skinner - Assistant Secretary
J. N. Uranga - Assistant Secretary
*W. E. Notestine - Assistant Secretary
*R. C. Becker - Assistant Treasurer

* Will resign or be removed on the Closing Date.

OCC 033326

B. Subsidiaries

1. D.S. Ventures, Inc. (II)
 - a. Jurisdiction of Organization - Texas (Corporation)
 - b. Equity Interest Owned - DSCC holds 100 shares
 - c. Percent Equity Interest Owned - 100%
 - d. Approximate Net Worth - \$4,768,000

2. Diamond Alkali Inter-American Corporation (II)
 - a. Jurisdiction of Organization - Delaware (Corporation)
 - b. Equity Interest Owned - DSCC holds 50 shares
 - c. Percent Equity Interest Owned - 100%

3. Diamond Shamrock Atlantic Corporation (II)

- a. Jurisdiction of Organization - Delaware (Corporation)
- b. Equity Interest Owned - DSCC holds 1,000 shares
- c. Percent Equity Interest Owned - 100%

4. Diamond Shamrock (Australia) Pty. Limited (***) (AA)
- a. Jurisdiction of Organization - Australia (Corporation)
 - b. Equity Interest Owned -

DSCC (Class A)	312,500 shs.
DSCC (Class B)	312,499 shs.
DS Int. H. Ltd. (Class B)	1 sh.
Total	625,000 shs.
 - c. Percent Equity Interest Owned - 100%
 - d. Approximate Net Worth - \$3,274,000
 - e. Officers and Directors -
 - J.R. Clinton - Director
 - J.T. Kamm - Director
 - H.W. Gross - Director
 - F.B. Martin - Director and Assistant General
Manager
 - B.D. Parker - Director
 - J.H. Matthews - Director, General Manager,
Secretary and Public Officer
 - P.J.L. King - Alternative Director and Secretary
 - f. Business Unit - Process Chemicals

5. Diamond Shamrock Canada Ltd. (***) (AA)

- a. Jurisdiction of Organization - Canada (Ontario Corporation)
- b. Equity Interest Owned - DSCC holds 1,400,000 shares
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$2,937,000
- e. Officers and Directors -
 - H.W. Gross - Director and President
 - J.R. Clinton - Director and Vice President
 - D.A. Knowler - Director and Vice President
 - J. Foglietta - Director and Controller
 - K.T. Burgoine - Director and Vice President
 - P.R. Mahaney - Treasurer
 - M.J. Dumeny - Secretary
- f. Business Unit - Process Chemicals

6. Diamond Shamrock Chemical Products A.G. (AA)

a. Jurisdiction of Organization - Switzerland
(Corporation)

b. Equity Interest Owned - DSCC	1,000 shs.
DS Chimie S.A.	999 shs.
J. Ward	<u>1</u> sh.
Total	2,000 shs.

c. Percent Equity Interest Owned - 100%

d. Approximate Net Worth - \$225,000

e. Business Unit - Process Chemicals

7. Diamond Shamrock Chemicals Company Pty. Limited* (II)
- a. Jurisdiction of Organization - Australia (Corporation)
 - b. Equity Interest Owned - DSCC 1 sh.
DS Int. H. Ltd. 1 sh.
Total 2 shs.
 - c. Percent Equity Interest Owned - 100%

* Procedures to dissolve this company have been initiated

8. Diamond Shamrock Chemicals (Deutschland) GmbH (AA)
 - a. Jurisdiction of Organization - Federal Republic of
Germany (Corporation)
 - b. Equity Interest Owned - DSCC holds 1 share
 - c. Percentage Equity Interest Owned - 100%
 - d. Approximate Net Worth - \$110,000
 - e. Business Unit - Process Chemicals

9. Diamond Shamrock Chile de S.A.I. * (***) (AA)
- a. Jurisdiction of Organization - Chile (Corporation)
 - b. Equity Interest Owned - DSCC 1,584 shs.
 DS Atlantic Corp. 16 shs.
 Total 1,600 shs.
 - c. Percent Equity Interest Owned - 100%
 - d. Approximate Net Worth - \$7,540,000
 - e. Officers and Directors -
 - J.R. Clinton - Director and President
 - J.D. Miller - Director and Vice President
 - B. Palau O. - Director and General Manager
 - H.J. Martinez V. - Adm. & Finance Manager and
 Alternate Director
 - F. Rubio T. - Alternate Director
 - D.E. Wilson - Alternate Director
 - f. Business Unit - Chlor-Alkali

* On July 31, 1986, Diamond Shamrock de Chile S.A.I. filed a Conservador de Bienes Raices

10. Diamond Shamrock Chimie S.A. (II)

- a. Jurisdiction of Organization - Switzerland
(Corporation)
- b. Equity Interest Owned - DSCC 4,245 shs.
A. Krattinger 1 sh.
H. W. Gross 1 sh.
J. R. Clinton 1 sh.
P. von der Weid 1 sh.
J. E. Ward 1 sh.
Total 4,250 shs.
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$545,000

11. Diamond Shamrock China Limited (AA)

- a. Jurisdiction of Organization - Hong Kong (Corporation)
- b. Equity Interest Owned - DSCC 49,999 shs.
DS Int. H., Ltd. 1 sh.
Total 50,000 shs.
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$84,000
- e. Business Unit - All

12. Diamond Shamrock Eytessa S.A. (***) (AA)

- a. Jurisdiction of Organization - Spain (Corporation)
- b. Equity Interest Owned - DSCC holds 468 shares
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$2,626,000
- e. Officers and Directors -
 - R.L. Olivier - Director
 - H.W. Gross - Director
 - M. Caragol Mas-Baga - Director
 - J.R. Clinton - Director
 - A.P. Escura - Director and Secretary
 - N.V. Bastiaens - Director and President
 - R. Martinez Roura - General Manager
- f. Business Unit - Process Chemicals

13. Diamond Shamrock Far East Limited (AA)

- a. Jurisdiction of Organization - Hong Kong (Corporation)
- b. Equity Interest Owned - DSCC 9,999 shs.
DS Int. H., Ltd. 1 sh.
Total 10,000 shs.
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$155,000*
- e. Business Unit - All

* Including Singapore Branch

14. Diamond Shamrock France S.A. (***) (AA)

a. Jurisdiction of Organization - France (Corporation)

b. Equity Interest Owned - DS Chimie S.A.	79,497 shs.
DSCC	45,494 shs.
J.R. Clinton	2 shs.
N. Bastiaens	2 shs.
H.W. Gross	1 sh.
R.L. Olivier	2 shs.
L. Vandenberg	2 shs.
Total	<u>125,000 shs.</u>

c. Percent Equity Interest Owned - 100%

d. Approximate Net Worth - \$7,343,000

e. Officers and Directors -

 N. Bastiaens - President
 J.R. Clinton - Director
 L. Vandenberg - Director
 DSCC - Director, with Permanent Representative
 H.W. Gross
 DS Chimie S.A. - Director, with Permanent
 Representative R.L. Olivier
 R.L. Olivier - General Manager

f. Business Unit - Process Chemicals

15. Diamond Shamrock International Holdings Limited (II)
 - a. Jurisdiction of Organization - Delaware (Corporation)
 - b. Equity Interest Owned - DSCC holds 10 shares
 - c. Percent Equity Interest Owned - 100%

16. Diamond Shamrock Pacific Ltd. (AA)

- a. Jurisdiction of Organization - Delaware (Corporation)
- b. Equity Interest Owned - DSCC holds 2,000 shares
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$2,539,000
- e. Business Unit - All

17. Diamond Shamrock Process Chemicals Europe Inc. (AA)
 - a. Jurisdiction of Organization - Delaware (Corporation)
 - b. Equity Interest Owned - DSCC holds 100 shares
 - c. Percent Equity Interest Owned - 100%
 - d. Approximate Net Worth - (\$128,000)
 - e. Business Unit - Process Chemicals

18. Diamond Shamrock Process Chemicals Limited (AA)

- a. Jurisdiction of Organization - England (Corporation)
- b. Equity Interest Owned -

DSCC	319,999 shs.
DS Inter. H. Ltd.	<u>1 sh.</u>
Total	320,000 shs.
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$575,000
- e. Business Unit - Process Chemicals

19. Diamond Shamrock Scandinavia AB (AA)

- a. Jurisdiction of Organization - Sweden (Corporation)
- b. Equity Interest Owned - DSCC holds 500 shares
- c. Percent Equity Interest Owned - 100%
- d. Business Unit - Process Chemicals

20. Diamond Shamrock Scandinavia ApS (II)

- a. Jurisdiction of Organization - Denmark (Corporation)
- b. Equity Interest Owned - DSCC holds shares
- c. Percent Equity Interest Owned - 100%

21. Diamond Shamrock Scandinavia A/S (AA)

- a. Jurisdiction of Organization - Norway (Corporation)
- b. Equity Interest Owned - DS Chimie S.A. 499 shs.
DSCC 499 shs.
Total 998 shs.
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$1,985,000
- e. Business Unit - Process Chemicals

22. Diamond Shamrock Scandinavia OY (AA)

- a. Jurisdiction of Organization - Finland (Corporation)
- b. Equity Interest Owned - DSCC 30 shs.
DS Chimie S.A. 30 shs.
Total 60 shs.
- c. Percent Equity Interest Owned - 100%
- d. Business Unit - Process Chemicals

23. Diamond Shamrock Taiwan Ltd. (***) (AA)

- a. Jurisdiction of Organization - Taiwan (Corporation)
- b. Equity Interest Owned - DSCC 48,881 shs.
DS Pac. Ltd. 10 shs.
D Alkalai Inter-
Amer. Corp. 10 shs.
DS Atlantic
Corp. 1 sh.
DS Int. H. Ltd. 1 sh.
H.W. Gross 1 sh.
*C.E. Stewart 1 sh.
Total 48,905 shs.
- c. Percent Equity Interest Owned - 100%
- d. Approximate Net Worth - \$2,857,000
- e. Officers and Directors -
- ** J. Kamm - Chairman
 - H.W. Gross - Director
 - *** C.E. Stewart - Director
 - J.R. Clinton - Director
 - **** P. Chang - President
 - F.S. Lin - Vice President
 - P. Lin - Vice President
- f. Business Unit - Process Chemicals

Diamond Shamrock Taiwan Ltd. is presently negotiating the purchase of the Diamond Shamrock Trading Corp. shares held by C.T. Chen

-
- * K. Mitchell previously held this share; legal procedures have been initiated to transfer this share
 - ** Y. Motoyama previously held this position; legal procedures have been initiated to name J. Kamm to this position
 - *** K. Mitchell previously held this position; legal procedures have been initiated to name C.E. Stewart to this position
 - **** E.Y. Yin previously held this position; legal procedures have been initiated to name P. Chang to this position

24. Diamond Shamrock Trading Corporation (AA)

- a. Jurisdiction of Organization - Taiwan (Corporation)
- b. Equity Interest Owned - DSCC
- | | |
|-----------------|----------------|
| | 107,000 shs. |
| DS Pac. Ltd. | 460 shs. |
| E.Y. Yin | 500 shs. |
| *C.T. Chen | 2,010 shs. |
| P.S. Lin | 10 shs. |
| D Alk. Int. Am. | 10 shs. |
| DS Int. H. Ltd. | <u>10 shs.</u> |
| Total | 110,000 shs. |
- c. Percent Equity Interest Owned - 98.17%
- d. Approximate Net Worth - \$470,000
- e. Business Unit - Process Chemicals

* Diamond Shamrock Taiwan Ltd. is presently negotiating the purchase of the shares held by C.T. Chen

25. Diapar-Diamond Shamrock Empreendimentos e Participacoes
Ltda.* (II)

a. Jurisdiction of Organization - Brazil (Corporation)

b. Equity Interest Owned -

DSCC	62,274,126,181	qts.
J. Almeida	62	qts.
N. Rotenberg	<u>62</u>	qts.
Total	62,274,126,305	qts.

c. Percent Equity Interest Owned - 100%

* Diapar-Diamond Shamrock Empreendimentos e Participacoes
Ltda. also holds other small investments derived from
fiscal incentives

26. Sanital Comercio e Empreendimentos Ltda. (II)

a. Jurisdiction of Organization - Brazil (Corporation)

b. Equity Interest Owned -

Carbochloro S.A.	
Industrias Chemicas	3,418,727,513 shs.
N. Arango	19 shs.
J. Regazzini	19 shs.
Total	<u>3,418,727,551 shs.</u>

c. Percent Equity Interest Owned - 50%

27. Thai Diamond Shamrock Chrome Limited (AA)

- a. Jurisdiction of Organization - Thailand (Corporation)
- b. Equity Interest Owned - DSCC holds 117,600 Class A Shares
- c. Percent Equity Interest Owned - 49%
- d. Approximate Net Worth - \$442,000
- e. Restrictions - Right of First Refusal
- f. Business Unit - Chrome

28. Thai Diamond Shamrock Ltd. (AA)

- a. Jurisdiction of Organization - Thailand (Corporation)
- b. Equity Interest Owned - DSCC 9,799 shs.
*W. H. Bricker 1 sh.
Total 9,800 shs.
- c. Percent Equity Interest Owned - 49%
- d. Restrictions - Board of Director's Consent to
Transfer; Right of First Refusal
- e. Business Unit - All

* Procedures have been initiated to transfer this share.

29. Carbocloro S.A. Industrias Quimicas (***) (AA)

- a. Jurisdiction of Organization - Brazil (Corporation)
- b. Equity Interest Owned - DSCC 41,960,709 shs.
Diapar Diamond
Shamrock Empre-
endimentos e
Participacoes
Ltda. 175,452,288 shs.
Bearer 2 shs.
Total 217,413,000 shs.
- c. Percent Equity Interest Owned - 50%
- d. Approximate Net Worth - \$34,036,000
- e. Restrictions - Right of First Refusal; Preemptive Rights
- f. Officers and Directors -
J.A. de Camargo - Member of the Board
S. Gouloubeff - Chairman of the Board
P.F. Geyer - Member of the Board
A.A. Mayer - Member of the Board
A.J. Schaeffer, Jr. - President
A.C. Whitaker de Carvalho - Vice President
V. Gabriel - Commercial Director
M.A. Cilento - Industrial Director
P.C. Barreto - Financial and Administrative Director
- g. Business Unit - Chlor-Alkali

30. Diamond Shamrock Italia S.p.A. (AA)

- a. Jurisdiction of Organization - Italy (Corporation)
- b. Equity Interest Owned - DS Chimie S.A.
 Holds 1,000 shares
- c. Percent Equity Interest Owned - 50%
- d. Approximate Net Worth - \$554,000
- e. Restrictions - Right of First Refusal
- f. Business Unit - Process Chemicals

31. Korea Potassium Chemical Co., Ltd. (AA)

- a. Jurisdiction of Organization - Korea (Corporation)
- b. Equity Interest Owned - DSCC holds 5,670,342 shares
- c. Percent Equity Interest Owned - 50%
- d. Approximate Net Worth - \$3,700,000
- e. Restrictions - Preemptive Rights; Right of First Refusal
- f. Business Unit - Chlor-Alkali

32. Nopco Colombiana S.A. (AA)

- a. Jurisdiction of Organization - Colombia (Corporation)
- b. Equity Interest Owned - DSCC 110,540 shs.
C. Urrutia 2,256 shs.
112,796 shs.
- c. Percent Equity Interest Owned - 50%
- d. Approximate Net Worth - \$471,000
- e. Restrictions - Right of First Refusal
- f. Business Unit - Process Chemicals

33. Nopco Industrial S.A. de C.V. (AA)

- a. Jurisdiction of Organization - Mexico (Corporation)
- b. Equity Interest Owned - DSCC 19,599 shs.
H. Cisneros 401 shs.
20,000 shs.
- c. Percent Equity Interest Owned - 50%
- d. Approximate Net Worth - \$822,000
- e. Restrictions - Right of First Refusal
- f. Business Unit - Process Chemicals

34. San Nopco Limited (AA)

- a. Jurisdiction of Organization - Japan (Corporation)
- b. Equity Interest Owned - DSCC holds 17,500 shares
- c. Percent Equity Interest Owned - 50%
- d. Approximate Net Worth - \$3,071,000
- e. Restrictions - Right of First Refusal
- f. Business Unit - Process Chemicals

7968G

SCHEDULE 2.04

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

OTHER DSCC INVESTMENTS

8706G

OCC033361

OCCNJ 0000660

<u>Name</u>	<u>Amount* and Nature of Ownership Interest</u>
1. Plant Resources Venture Fund, a Massachusetts limited partnership	4% equity interest owned by D.S. Ventures, Inc.
2. APA Venture Capital Fund Ltd., a Channel Islands corporation	2.5% equity interest (preference shares) owned by D.S. Ventures, Inc.
3. Dougery, Jones & Wilder, a California limited partnership	4% equity interest owned by D.S. Ventures, Inc.
4. CH Partners II Limited Partnership, a Washington limited partnership	3% equity interest owned by D.S. Ventures, Inc.
5. Taylor and Turner, a California limited partnership	2% equity interest owned by D.S. Ventures, Inc.
6. Sunwestern Investment Fund, a Texas limited partnership	4.5% equity interest owned by D.S. Ventures, Inc.
7. Sunwestern Investment Fund II, a Texas limited partnership	2% equity interest owned by D.S. Ventures, Inc.
8. Summit Ventures, a Delaware limited partnership	0.5% equity interest owned by D.S. Ventures, Inc.
9. Venture Capital Fund of America, a New York limited partnership	25%** equity interest owned by D.S. Ventures, Inc.
10. Allied Chemical Soda Ash Company, a New Jersey partnership	26% equity interest owned by DSCC

* All designations of percentage equity interest owned are approximations

** At current funding levels; funding to continue through April 1987

2311g

SCHEDULE 2.05

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
and
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

RELATED DOCUMENTS

8026G

OCC033363

OCCNJ 0000662

1. Cogeneration Asset Purchase Agreement
2. Assumption Instruments
3. Designation of Account

8026G

-2-

OCC033364

SCHEDULE 2.06

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

CONFLICTS

OCC033365

GOVERNING DOCUMENTS

Carbocloro, San Nopco, DS Italia, DS Energy Reserves

Assumed obligations, contracts, leases, etc.

Diamond Shamrock (Australia) Pty. Limited	Nippon Dacro Shamrock Agreement Metal Coatings International Agreement Sanyo Chemicals Industries Agreement Eltech Systems Limited Agreement
Diamond Shamrock de Chile S.A.I.	Bank of Boston Agreement and related documents
Carbocloro	Citibank Loan Agreement and related documents
KPCC	Certain related documents to Chase Manhattan Loan Agreement
Diamond Shamrock Pacific	Aoi Kigyo K.K. Lease
DSCC	Ca Quimica Integrada "Intequim" License and Terminal Assistance Agreement Ca Quimica Integrada "Intequim" Trademark License Agreement International Business Machines Lease Agreement (Tax lease) Phillips Information Systems, Inc. Lease (1984)

OCC033366

Gas Sales Contract, dated October 4, 1985, between DSCC and Amoco Gas Company ("AGC")

Gas Sales Contract, dated October 1, 1985, between DSCC and Amoco Production Company

Gas Transportation and/or Exchange Agreement effective January 1, 1985, as amended, between DSCC and AGC

Short Term Industrial Marketing Program Gas Sales Contract, dated June 1, 1986, between DSCC and AGC

The Agreement between DSCC, Brown & Root, Inc. and Brown & Root U.S.A., Inc., dated May 1, 1984

Filings with respect to Permit No. C-9492, issued by the Texas Air Control Board to DSCC authorizing the construction of a gas turbine cogeneration facility

Filings with respect to Permit No. R-7647, issued by the Texas Air Control Board to Diamond Shamrock Corporation allowing for the operation of a combined cycle power generating facility

Consents
and
Waivers

Filings contemplated by Sections 8.09, 8.20 and 8.21 and the Schedules related thereto

SCHEDULE 2.07

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,

Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

LITIGATION; COMPLIANCE WITH LAWS;
PERMITS AND LICENSES

8547G



OCC033368

SCHEDULE 2.07

2.07(a) All information called for by subsection (a) of Section 2.07 of the Agreement is included in sections (b), (d) and (e) of this Schedule

2.07(b) To the extent that any matters disclosed elsewhere in this Schedule 2.07, including but not limited to matters involving violations of Environmental Laws, the obtaining and compliance with all Environmental Permits, or the existence of any judgment, ruling, order or decree, may be deemed to constitute Litigation as that term is defined in Section 2.07(b) as a result of any action taken, claim made, administrative proceeding, or investigation initiated or written inquiry made by any Governmental Agency, all such matters are hereby so designated as Litigation required to be disclosed herein

2.07(b) Threatened Litigation

On January 17, 1986, an explosion occurred at the Ashtabula Plant which resulted in the deaths of two DSCC employees and injuries to other persons including several persons who are not employed by DSCC

On February 27, 1986, at the Convent Plant four employees were discharged. One or more of such employees may file an administrative claim or civil action with respect to their discharge

On August 18, 1986, DSCC received a letter from Heubach, Inc. demanding \$351,000 in damages resulting from an alledged breach of warranty relating to the sale of chromate

Attached to an attachment designated Attachment LIT is a list of DSCC employees involved in recent lost-time accidents. Such accidents may result in an administrative claim or civil action

OCC033369

- 2.07(b) Additional Litigation matters are disclosed on Attachment LIT
- 2.07(d) Judgments, orders and decrees described on Schedule 2.23 are incorporated by reference.
- 2.07(d) Order, In the Matter of Diamond Shamrock Corporation, issued March 18, 1974 by the Federal Trade Commission
- Final Judgment, United States of America v. Pennsalt Chemicals Corporation et al. [including Diamond Alkali Company], Civil Action No. 37123, judgment entered January 13, 1967
- 2.07(d) Applicable Orders Not Involving Any Active Sites
- Administrative Consent Order, New Jersey Department of Environmental Protection (NJDEP), In the Matter of Diamond Shamrock Chemicals Company and Marisol, Inc., dated March 13, 1984; Evaluation and Feasibility Study for 80 Lister Avenue, Newark, N.J.
- Administrative Consent Order, NJDEP, In the Matter of Diamond Shamrock Chemicals Company, 120 Lister Avenue, dated December 21, 1984
- Administrative Consent Order, NJDEP, In the Matter of SDS Biotech Corporation, Environmental Cleanup Responsibility Act (ECRA) Case #84118, dated May 16, 1986
- Administrative Consent Order, Docket No. V-W-3013-2, U.S. EPA - Region V, dated July 14, 1983, to close former Painesville Chrome plant. July 22, 1986, letter from U.S. EPA, Region V, alleging violation of Order and directing corrective action. Response by Diamond Shamrock Corporation on August 8, 1986, indicating corrective action to be taken

Administrative Consent Order, NJDEP, In the Matter of Hudson County Chromium Offsites, dated June, 1986

DSCC entered into an agreement to conduct a Toxic Substances Control Act (TSCA) audit on July 15, 1985, as required by a Consent Order referenced as Docket No. TSCA-85-H-03, for which it received amnesty for all reported and corrected violations

2.07(d) Applicable Orders Involving Asterisked Active Sites

Administrative Consent Order, NJDEP, In the Matter of Diamond Shamrock Chemicals Company, ECRA Cases #86334, #86335, #86336, #86337, dated August 29, 1986

Agreement and Final Order, EPA, In the Matter of Diamond Shamrock Chemical Company, Docket No. 85-39-R, issued December 10, 1985 and Certificate of Service dated December 12, 1985, relating to Mobile plant

Administrative Order and Notice of Civil Administrative Penalty Assessment, NJDEP, dated April 29, 1986, imposing \$400 fine for failure to operate scrubber at Harrison plant

Orders, rulings and decrees referred in Schedule 2.07(e)

2.07(e) List of Pending Permits

The following schedule sets forth those Environmental Permits which DSCC or any Subsidiary is in the process of obtaining:

1) Ashtabula, Ohio

- Ohio EPA National Pollution Discharge Elimination System (NPDES) permit renewal
- EPA and Ohio EPA Part B Permit

- 2) Battleground, Texas
 - Gulf Coast Area Landfill Texas Water Commission RCRA Part B Permit (includes TACB approval)
 - Gulf Coast Area Landfill Texas Water Commission NPDES Permit
- 3) Carlstadt, New Jersey
 - Application to be filed for discharge to regional privately owned treatment works (POTW)
 - Renewal of approximately ten (10) temporary air permits to operate plant
 - ECRA notice to be filed
- 4) Castle Hayne, North Carolina
 - NPDES permit renewal by State
 - Modification of air permit to expand chromic acid production
 - State redesignation of groundwater
 - Negotiation of order for remediation plan for plant and adjoining quarries
- 5) Catonsville, Maryland
 - Transfer to name of DSCC
- 6) Cedartown, Georgia
 - Air permit to modify oxide process
 - NPDES permit modification request
- 7) Morristown, New Jersey
 - ECRA notice to be filed
- 8) Cincinnati, Ohio
 - Ohio EPA air permit renewal for dissolvers and furnace
 - Ohio EPA permit to construct glass crusher
- 9) Convent, Louisiana
 - State permit for Ethylene Dichloride (EDC) stormwater pond

10) Deer Park, Texas

- Amendment to Sodium Methylate Texas Air Control Board (TACB) permit exemption
- Final operating permit for Cogeneration Plant not issued by TACB (Plant validly operating under construction permit)
- Negotiation for higher temperature limits on outfall

11) Delaware City, Delaware

- State and EPA RCRA Part B permit

12) Franklin Park, Illinois

- Illinois EPA air permit renewal for mixers/dust collectors
- Transfer to name of DSCC

13) Harrison, New Jersey

- Permit to discharge to Paisaic Valley Sewer Commission
- NJDEP air permit modification to direct vent a POTW reactor
- ECRA notice to be filed

14) Jersey City, New Jersey

- NJDEP air permit for glass furnace
- NJDEP authorization to store hazardous waste less than 90 days
- ECRA notice to be filed

15) Lockport, New York

- Authorization to become a temporary non-industrial discharger to sewer

16) Mobile, Alabama

- Post Closure Part B permit for brine lagoon

CO	OV	FAC	NAME	SSN	DATE	ACC	CLASS
09	03	0751	HAYWOOD LARRY J	001 467667072	19860402	B	
09	10	0570	LYTLE	001 241771160	19860402	B	
09	01	0337	HORN	001 434743207	19860402	B	
09	05	0343	WEDINGTON HOW	001 219203407	19860402	B	
09	10	0508	MADE CLAYTON	001 241771160	19860402	B	
09	05	0572	BROWN ROBERT S	001 156221563	19860417	B	
09	01	0765	OLSZWESKI	001 159361551	19860422	B	
09	10	0511	WILSON BERNARD	001 151286528	19860423	B	
09	01	0751	BURNHAM OWEN	001 264201072	19860423	B	
09	01	0752	COGDURN	001 458725319	19860502	B	
09	05	0552	BEALL GLEPAN	001 260843275	19860502	B	
09	01	0337	GRAVOIS	001 437887296	19860502	B	
09	01	0752	PAPASILITI	001 114342007	19860504	B	
09	01	0752	DE REESE	001 467569629	19860509	B	
09	05	0572	JORDAN LARRY	001 231705788	19860515	B	
09	05	0572	WOODEN STACY	001 246708021	19860515	B	
09	05	0572	RUNNING ROBERT	001 240723776	19860516	B	
09	10	0511	SMITH	001 238729001	19860528	C	
09	10	0512	RAMSEY STEVE	001 244861680	19860528	B	
09	10	0511	COMBOW	001 232741167	19860529	C	
09	10	0511	DUBON	001 140508515	19860530	D	
09	01	0752	LEBLANC	001 431781774	19860606	B	
09	05	0572	CHERRY RONNIE	001 243908502	19860609	B	
09	10	0570	MAYFIELD GARYAL	001 248984837	19860610	B	
09	10	0508	SOFIELD KEITH	001 149686811	19860610	B	
09	05	0572	LEWIS SHERWOOD	001 240728564	19860612	B	
09	05	0572	SMITH	001 238041614	19860613	B	
09	10	0511	WILSON BERNARD	001 151286528	19860617	B	
09	05	0572	SIRYANI SAMIH	001 154404991	19860618	B	
09	05	0572	FULCHER	001 243244333	19860619	B	

OCC033374

ATTACHMENT LIT

PENDING LITIGATION

<u>Case Reference</u>	<u>Court</u>	<u>Product or Location</u>	<u>Type of Action</u>	<u>Claimed Damages</u>
Davis	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Lovell	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million.
Myrtue	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Von Heuschman	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Meyer	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Barkyoumb	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Anderson	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Perkins	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Downey	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Squillante	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Pfeifer	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Jenks	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Podkowa	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Ward	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	In excess of \$1 million
Zermino	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Gill	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Crowley, H.	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Goldberg	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Jaouhari	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Chiaromonte	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified

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<u>Case Reference</u>	<u>Court</u>	<u>Product or Location</u>	<u>Type of Action</u>	<u>Relief Sought</u>
Berger	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Barnette	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Avery	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Crowley	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Hayslett	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	\$200,000 compensatory; \$200,000 punitive
Smith	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Stark	Superior Ct. of L.A., CA	Trichloroethylene	Personal injury	Not specified
Atwood	Cir. Ct., McHenry Cty., IL	Trichloroethylene	Personal injury	Not specified
Jaworski	10th Circuit	Caustic soda	Personal injury	\$400,000
Mesler	U.S.D.C., S.D., TX	Deer Park	Personal injury	\$1 million compensatory; \$2 million punitive
Burback	District Court of Dakota County, MN	Carbon Tetrachloride	Personal injury	In excess of \$800,000 compensatory; in excess of \$100,000 punitive
State of NJ	Superior Court of Mercer County, NJ	Textile Care	Indictment	\$760,000
City of St. Paul	U.S.D.C., MN	Chlor-Alkali	Antitrust	Unspecified
Harriford	U.S.D.C., LA	Convent	Discrimination	\$250,000
Maguire	U.S. Court of Appeals, Third Circuit	Morristown	Wrongful Discharge	Unspecified
Simmons <u>et al.</u>	U.S.D.C., MO	St. Louis	Severance Pay	
Madeiras	Superior Ct. of CA, Alameda County	BCME	Wrongful death	In excess of \$11,000,000
Moss	Superior Ct. of CA, Alameda County	BCME	Personal injury	In excess of \$11,000,000

OCC033376

<u>Case Reference</u>	<u>Court</u>	<u>Product or Location</u>	<u>Type of Action</u>	<u>Relief Sought</u>
Ramsey et al.	Pikeville Cir. Ct. Pikeville, KY		Breach of Contract	Unspecified
Edwards	High Court of Justice, Queens Bench Division Liverpool, England	Leeds, U.K.	Personal injury	Unspecified
Le Coz	Court d' Appeal de Paris	Paris	Unfair dismissal	FF 70,602
Ministerio Publico	Cubatao	Sao Paulo	Environmental	Unspecified
*Chapa	District Ct., Harris County, TX	Greens Bayou	Wrongful death	Unspecified
*Jordan	District Ct., Harris County, TX			
*Mustata	District Ct., Harris County, TX			
*Prior	Circuit Ct., Arlington County, VA	Doconil	Wrongful death	\$6,000,000 compensatory; \$10,000,000 punitive
*Wendt	Texas Court of Civil Appeals (Corpus Christi)	Vapona		
*Tsolas	Pageou Magistrate's Ct.	Doconil (Greece)		

* These suits are subject to a Transfer and Assumption Agreement, dated July 1, 1983, between DSCC, SDS Biotech Corporation and Showa Denko K.K. Pursuant to such Agreement, DSCC has agreed to share in the cost of settlement and/or any judgment resulting from such suits.

OCC033377

CERTAIN PENDING ADMINISTRATIVE MATTERS

<u>Case Reference</u>	<u>Agency</u>	<u>Location</u>	<u>Type of Action</u>	<u>Relief Sought</u>
1. Balint	EEOC; Ohio Bureau of Employment Services	Ashtabula	Discrimination; claim for unemployment benefits	Unspecified
2. Meister	EEOC	Irving	Discrimination	Unspecified
3. White	EEOC	Harrison	Discrimination	Unspecified

PENDING ARBITRATION AND GRIEVANCE MATTERS

<u>Case Reference</u>	<u>Location</u>
1. ICS	Delaware City (breach of contract --American Arbitration Assoc.)
2. Leach & Spiewar (No. 4-86)	Chicago (Union grievance)
3. Rager (No. 5-86)	Chicago (Union grievance)
4. IUERMW, Local 427	Harrison (Union grievance)
5. IUERMW, Local 427	Harrison (Union grievance)
6. IUERMW, Local 427	Harrison (Union grievance)
7. Pet., Construction Workers, Local 311	Cantonsville (Union grievance)

OCC033378

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DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LB0200
PAGE: 1

CASE NAME	CORPUS	FILED AT	DATE	FILED BY	STATUS	UNIT
ALLDREDGE, WILLIAM W. VS DB AGRICULTURAL CHEMICAL	US DIS CT NORTHERN DIST OF AL		5/28/85	5/29/85	0	09 CHEMICAL UNIT
CAUSE: PLTF. ALLEGES AGE DISCRIMINATION AND SEEKS INJUNCTIVE ORDER OF REINSTATEMENT SEEKS FRONT PAY, COMPENSATORY, PUNITIVE AND STATUTORY LIQUIDATED DAMAGES. JURY DEMAND						
AHITON V DBCC, ET AL (18)	LA CENTRAL SUP CT, CA		12/14/84	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S DECEDENT WAS EMPLOYED BY R & O BLOANE MANUFACTURING COMPANY AS A MACHINIST ENGAGED IN THE MANUFACTURE OF PLASTIC PIPE FITTINGS, AND DIED ON 12/16/83 OF LEIOMYOSARCOMA WHICH WAS ALLEGEDLY CAUSED BY DECEDENT'S EXPOSURE TO PVC MANUFACTURED BY ONE OR MORE OF THE 17 PVC MANUFACTURING DEFENDANTS.						
ANDERS, RANDALL VS. DOW CHEMICAL CO., INCL DBC	CIR CRT BALTIMORE CITY, MD		5/13/86	5/13/86	0	09 CHEMICAL UNIT
CAUSE: FOR EACH OF 71 PLTFs: \$10,000,000.00 PUNITIVE DAMAGES CLAIMED IN EACH OF 7 COUNTS; \$5,000,000.00 COMPENSATORY DAMAGES CLAIMED IN EACH OF 7 COUNTS; \$5,000,000.00 DAMAGES FOR BREACH OF WARRANTIES CLAIMED IN EACH OF 3 COUNTS FOR ILLNESS AND WRONGFUL DEATH AS A RESULT OF CONTACT WITH HERBICIDES SPRAYED IN VIETNAM.						
ANDERSON, G V HONEY PRODUCTS V DBCC, ET AL (2)	SUP CT, SUFFOLK CTY, NY		12/02/85	12/03/85	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF IS A CHILD WHOSE FATHER PURCHASED A BOTTLE OF "TAK SEALANT" MANUFACTURED BY DEFENDANT HONEY PRODUCTS. PLAINTIFF RECEIVED UNSPECIFIED PERMANENT INJURIES WHEN THE BOTTLE EXPLODED ON 9/1/83. HONEY PRODUCTS HAS FILED A THIRD-PARTY CLAIM AGAINST DIAMOND, WHICH ALLEGEDLY SOLD A DEFOAMING AGENT INCLUDED IN THE SEALANT, AND AGAINST CADY COMPANY, WHICH SOLD A CRACK FILLING AGENT.						
ANTIPOREK V, DIAMOND SHAHROCK, ET AL (53)	CIRCUIT CT, COOK CTY, IL		3/27/86	3/28/86	0	09 CHEMICAL UNIT
CAUSE: FROM JUNE 1976 - MARCH 1984 - PLAINTIFF WAS EMPLOYED BY NORTHERN CHEMICAL COMPANY AND HAS ALLEGEDLY SUFFERED SEVERE AND PERMANENT INJURY TO HER NERVOUS AND RESPIRATORY SYSTEMS AS A RESULT OF THE WORKPLACE EXPOSURE TO SOME 30 NAMED CHEMICALS, INCLUDING CHLORINE, CAUSTIC POTASH, CAUSTIC SODIUM, SODIUM METABISULFATE AND MURIATIC ACID.						
AREVALD, ROBERTO ETC., ET AL VS TITE PROD INCL DBC 197TH JUD DIS CRT CAMERON CNTY			7/19/85	7/22/85	0	09 CHEMICAL UNIT
CAUSE: SUIT SEEKING DAMAGES IN AN UNSPECIFIED AMOUNT ALLEGING NEGLIGENCE OF DEFT'S WHEN A PRODUCING AND CHEMICAL STORAGE COMPLEX CAUGHT FIRE AND POLLUTED THE AIR, PLTFs AND THEIR PROPERTY. THIS IS AN SPS CASE, HOWEVER, ENDICOTT BEING UPDATED BY ANDREWS						

OCC033379

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

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PAGE 1 2

CASE NAME	CDSUM	FILE_DT	SERVE_DT	SIS	COMENRY
ATCHISON TOPEKA AND SANTA FE RR CO VS DGC		6/02/86	6/03/86	0	09 CHEMICAL UNIT
CAUSE: SEEKING \$5,338.80, FOR FAILURE TO PAY OFN ACCOUNT					
ATKINSON V DSCC, ET AL (8)	DIST CT, HARRIS CTY, TX	12/03/85	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WORKED FOR ETHYL CORP. FOR A NUMBER OF YEARS, AND IS SUFFERING FROM LIVER DISEASE ALLEGEDLY CAUSED BY EXPOSURE TO VARIOUS CHLORINATED SOLVENTS, LEAD COMPOUNDS, AROMATIC COMPOUNDS AND OTHER SUBSTANCES.					
ATWOOD GEORGE VS ETHYL CORP., INCLUD DSC	CIR CRT 19TH J.C. MCHNERY ILL	7/23/86	7/23/86	0	09 CHEMICAL UNIT
CAUSE: ALLEGED PERSONAL INJURIES SUSTAINED DUE TO EXPOSURE TO CERTAIN HAZARDOUS CHEMICALS WHICH PRODUCED VARIOUS FORMS OF HAZARDOUS AND TOXIC WASTE INCLUDING HAZARDOUS WASTEWATER RESULTING FROM DEFTS. NEGLIGENCE. SEEKING UNSPECIFD AMT. JURY DEMANDED					
AZZARELLO ET AL (26) V ALLIED,SEIDLER,ET AL (20) V DSCC, ET AL (10)		5/20/81	0/00/00	0	09 CHEMICAL UNIT
CAUSE: THIS IS ONE OF SEVERAL RELATED ACTIONS. FIRST NAMED PLAINTIFFS IN OTHER ACTIONS ARE BACOTE, CAHILL AND HOWELL. PLAINTIFFS ARE SOME HUNDRED EMPLOYEES OF WESTERN ELECTRIC, KEARNEY, NEW JERSEY PLANT ALLEGING INJURIOUS EXPOSURE TO VARIOUS CHEMICALS. DIAMOND IS INVOLVED VIA THIRD PARTY ACTIONS BY DISTRIBUTOR SEIDLER CHEMICAL CO WHO ALLEGEDLY SOLD SOME DIAMOND CHROMIC ACID TO WESTERN ELECTRIC IN THE 1970'S					
BATLEY WILLIAM V DIAMOND	CIRCUIT CT, KNOX CTY, TN	5/07/86	5/08/86	0	09 CHEMICAL UNIT
CAUSE: EXPOSURE COMMENCING APRIL 11, 1985 - PLAINTIFF WORKED FOR A PERIOD OF TIME FROM APRIL 11, 1985 FOR BEA RAY BOATS, INC. IN KNOXVILLE, TN. PLAINTIFF'S JOB WAS TO INSTALL ELECTRICAL WIRING AND HE WORKED IN PROXIMITY TO CARPET INSTALLERS WHO USED STIX 86 SPRAY ADHESIVE FOR THEIR WORK. PLAINTIFF ALLEGES THAT HE HAS DEVELOPED HEMOPTYSIS AND PERMANENT ASTHMA AS A RESULT OF EXPOSURE TO THE VAPORS OF THE ADHESIVE.					
BAJZEL V DSCC, ET AL (4)	CT COM PLS, CUYAHOGA CTY, OH	12/09/85	12/12/85	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WORKED FOR A NUMBER OF YEARS FOR AIR TOOL SERVICE COMPANY IN WILLOUGHBY, OHIO PRIMARILY AS A PLATER, A JOB INVOLVING THE IMMERSION OF METAL INTO A SOLUTION OF CHROMIC ACID AND SULFURIC ACID TO ACHIEVE A CHROME FINISH. PLAINTIFF SUFFERS FROM NOSEBLEEDS AND A DEFORMITY OF HIS NASAL TIP ALLEGEDLY CAUSED BY THE EXPOSURE TO CHROMIC ACID AND/OR SULFURIC ACID.					
BAKER V GOLDRUB DRILLING COMPANY, ET AL	DIST CT, JEFFERSON CTY, TX	4/05/84	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S MEDICENT WAS FATALLY INJURED ON MAY 8, 1982 BY AN EXPLOSION WHICH OCCURRED WHEN HE WAS MIXING SODIUM BICARBONATE AND POTASSIUM HYDROXIDE. DEFENDANTS FAILED TO WARN OF THE EXPLOSIVE NATURE OF THE CHEMICALS WHEN MIXED.					

OCC033380

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHARROCK CORPORATION

LG0200
PAGE: 3

CASE NAME	COURT	FILED	DATE	STATUS	UNIT
BARRAS, ET AL V EXXON CORP, ET AL AND DSCC	EDGM	EILE DI BEVE DI SIG COMPANY	0/00/00	0/00/00	0 09 CHEMICAL UNIT
CAUSE: SUIT HAS BEEN FILED MAKING DBCC AS DEFENDANT BUT, WE HAVE NOT BEEN SERVED WITH COMPLAINT.					
BEATTY OTTO VS UNIFLITE ET AL INCL DBC	CRT COMMON PLEAS FRANKLIN CNTY		5/15/86	5/20/86	0 09 CHEMICAL UNIT
CAUSE: ALLEGED BREACH OF WARRANTY DUE TO NEGLIGENCE RE DEFECTIVE DESIGN/MANUFACTURE OF BOAT. AMOUNT CLAIMED: \$9,900.00 PLUS INTEREST AND COSTS.					
BREWER, DONALD L. ET AL. VS DBCC	US DIS CT WEST DIST OF WA		6/19/85	6/24/85	0 09 CHEMICAL UNIT
CAUSE: PLTF. PURCHASED 32 FOOT VALIANT SAILBOAT AND LATER DISCOVERED BLISTERING ON FIBERGLAS HULL AND DECK. NO DOLLAR AMOUNT SHOWN IN PRAYER					
BRODERICK V DRESSER INDUSTRIES, INC.	CIRC CT, COOK COUNTY, ILLINOIS		5/18/84	0/00/00	0 09 CHEMICAL UNIT
CAUSE: CLAIM IS BROUGHT BY A FORMER DIAMOND EMPLOYEE WHO WAS SEVERELY BURNED ON 6/5/82 BY HOT LIQUID SODIUM SILICATE WHEN HE OPENED A REACTOR WHICH WAS STILL UNDER PRESSURE. PRESSURE GAUGE, MANUFACTURED BY DEFENDANT DRESSER INDUSTRIES INCORRECTLY INDICATED ZERO PRESSURE IN REACTOR. DRESSER CLAIMS FOR CONTRIBUTION AGAINST DIAMOND, AS IS PERMITTED UNDER ILLINOIS LAW, ALLEGING THAT DIAMOND FAILED TO PROPERLY MAINTAIN THE GAUGE, INSTALLED A GAUGE WHICH WAS NOT SUITABLE FOR USE IN A CAUSTIC ENVIRONMENT, AND FAILED TO PROPERLY TRAIN AND SUPERVISE PLAINTIFF IN SAFE WORK PRACTICES.					
BRUCKS, D. VS. ALLIED CHEMICAL CORP, INCL. DSC	WESTERN DIST.TX., SAN ANTONIO		9/21/84	10/04/84	C 09 CHEMICAL UNIT
CAUSE: SUIT SEEKING \$10,000.00, ALLEGING WRONGFUL DEATH CAUSED BY EXPOSURE TO CHROMIC OXIDE AND OTHER PLATING COMPOUNDS.					
BULLOCK, TERRELL V DBCC, ET AL (15)	SUP. CT, ALAMEDA CTY, CA		4/17/86	5/12/86	0 09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS EMPLOYED AT THE NAVAL AIR STATION IN ALAMEDA CA BETWEEN 1966-1981. PLAINTIFF ALLEGES THAT AS A RESULT OF EXPOSURE DURING THIS PERIOD TO 1,1,1-TRICHLOROETHANE, PERCHLOROETHYLENE, EPICHLOROHYDRIN, CHROMATE BALT, TURCO REDDOME STRIPPER AND OTHER UNSPECIFIED CHEMICALS, HE HAS DEVELOPED RENAL FAILURE AND OTHER UNSPECIFIED ILLNESSES.					
BURBACK V DIAMOND SHARROCK ET AL.	DIST CT DAKOTA COUNTY, MN		6/18/86	6/20/86	0 09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS EMPLOYED BY DEFENDANT VOGELIN OPTICAL AS A GLASS INSPECTOR FROM 1968 TO 1974 AND WAS EXPOSED TO CARBON TETRACHLORIDE, PERCHLOROETHYLENE, TRICHLOROETHYLENE AND OTHER CHLORINATED SOLVENTS. ALLEGEDLY AS A RESULT OF OF SUCH EXPOSURE, PLAINTIFF'S DAUGHTER WAS BORN 6/28/73 WITH SEVERE CEREBRAL DYSFUNCTION					

OCC03381

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAMROCK CORPORATION

LGG200
PAGE: 4

CASE NAME	FORUM	FILE_DT	BERVE_DT	SIS	COMPANY
CANDELA, ARACELI V. DIAMOND SHAMROCK (4)	SUPREME COURT FOR KINGS COUNTY	5/09/80	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S DECEDENT DIED ON 9/6/79 AS A RESULT OF LACERATIONS SUFFERED FROM BROKEN WINDOW GLASS DURING A HURRICANE AT PLAINTIFF'S PLACE OF WORK, HARTE & COMPANY, 77 COMMERCIAL STREET, BROOKLYN, N.Y. PLAINTIFF SEEKS \$3,000,000 IN DAMAGES, ALLEGING CAUSES OF ACTION AGAINST THE CITY OF NEW YORK FAILING TO RESPOND TO EMERGENCY CALL FOR FIRST AID AND AMBULANCE MADE TO CITY'S 911 NUMBER, COMMERCIAL STREET REALTY, OWNER OF BUILDING (FAILURE TO MAINTAIN WINDOW), AND DIAMOND SHAMROCK (ALLEGED ALTER EGO OF COMMERCIAL).					
CARLBLE, G. VS. BDB BIOTECH CORP. INCL. DBC	HARRIS CNTY. TX 333RD J. DIS. CT.	10/09/84	10/10/84	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF SEEKS \$500,000.00 FOR DAMAGES SUSTAINED BY PLAINTIFF WHEN THE UPPER HALF OF HIS BODY WAS BURNED BY A CHEMICAL SPILL ALLEGEDLY RESULTING FROM NEGLIGENCE OF DEFENDANT BY ALLOWING A DANGEROUS CONDITION TO EXIST, PLUS COSTS					
CARREN, D. & ZITNERHANN, F. VS. DBCC	CIR. CT. ANNE ARUNDEL CNTY. MD	1/22/85	1/28/85	0	09 CHEMICAL UNIT
CAUSE: \$4,000,000.00 TOTAL DAMAGES FOR COUNTS 6 THROUGH 9 CLAIMED FOR NEGLIGENCE AND BREACH OF WARRANTY FOR PROVIDING DEFECTIVE FIRE RETARDANT RESIN FOR SAILBOATS					
CARREN, D., ET AL VS DBCC	CIR. CT. ANNE ARUNDEL CNTY. MD	2/19/85	2/25/85	0	09 CHEMICAL UNIT
CAUSE: DEMAND FOR A JURY TRIAL, CERTIFICATE OF SERVICE. PLAINTIFFS ELECT TO HAVE THEIR CASE TRIED BEFORE A JURY. PLEASE REFER TO SERVICE OF PROCESS TRANSMITTAL DATED 1/22/85					
CHAPLIN, GLORIA VS EXXON COMPANY INCL. DBC	US DIS CRT SOUTH DIS HOUSTON	6/14/85	6/17/85	0	09 CHEMICAL UNIT
CAUSE: SUIT REGARDING UNSAFE AND ILLEGAL DUMPING AND DISPOSAL OF CONTAMINATED MATERIALS INCL. TOXIC CHEMICALS WASTES IN HARRIS CO., TX. EACH MEMBER OF CLASS SEEKING AMT. TO WHICH THEY ARE JUSTLY ENTITLED PLUS INJUNCTIVE RELIEF TO					
CHASSE, ET AL V KRAS TOOL V HUBBARD-HALL CHEM CO	U DBCC, ET AL (3)	12/17/84	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF PURCHASED LAND, DRILLED A WELL AND OPENED AN AUTO BODY SHOP IN WOLCOTT, CT IN 1980. IN 1981, IT WAS DETERMINED THAT THE WATER FROM THE WELL WAS CONTAMINATED WITH TRICHLOROETHYLENE AND PERCHLOROETHYLENE, AND PLAINTIFF HAS BEEN COMPELLED TO INSTALL A FILTRATION SYSTEM AND MAY BE REQUIRED TO DRILL A NEW WELL. PLAINTIFF HAS SUED THE NEIGHBORING PROPERTY OWNER, A METAL FABRICATING COMPANY, WHICH ALLEGEDLY DUMPED VARIOUS WASTE SOLVENTS ON ITS GROUNDS, FOR DAMAGES IN EXCESS OF \$15,000. THE FABRICATOR, KRAS TOOL, HAS BROUGHT ITS DISTRIBUTOR, HUBBARD-HALL, INTO THE ACTION, AND HUBBARD-HALL HAS IN TURN IMPEALED DIAMOND, PFD AND ETHYL. KRAS TOOL ALLEGES THAT HUBBARD-HALL PROVIDED NO INSTRUCTIONS CONCERNING SAFE DISPOSAL OF SOLVENTS. THE COMPLAINT NAMES BLACO-TRI AND BLACO-THANE AS THE SOLVENTS USED BY KRAS TOOL.					

OCC033382

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAROCK CORPORATION

LGG200
PAGE: 5

CASE NAME	EDSUM	FILE_DT	SERVE_DT	SIB	COMPANY
CHERYL HAYSLETT V. DIAMOND SHAROCK ET AL (3)	CONYON PLEAS CT, MIAMI CTY, OH	8/04/86	8/07/86	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF, AN EMPLOYEE OF PIQUA ENGINEERING, INC., ALLEGES THAT AS A RESULT OF EXPOSURE TO TRICHLOROETHYLENE SHE SUFFERED FROM NAUSEA, WEIGHT LOSS, ENLARGED LYMPH NODES (SINCE SURGICALLY REMOVED), AND EMOTIONAL DISTRESS. DIAMOND IS ALLEGED TO HAVE SOLD TCE TO PIQUA ENGINEERING THROUGH GEM CITY CHEMICALS OF DAYTON, OHIO				
CHILDERB, M.E. V DBC, ET AL (6)	CUYAHOGA CNTY. OH., CT. COM PL	2/12/85	2/14/85	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF WAS EMPLOYED BY FIRST TOLEDO CLUTCH AND BRAKE FROM 1961 TO 1983 AND WAS EXPOSED TO VAPOR DEGREASING CHEMICALS INCLUDING 1,1,1-TRICHLOROETHANE, PERCHLOROETHYLENE AND TRICHLOROETHYLENE. PLAINTIFF CLAIMS THAT THIS EXPOSURE CAUSED HIM TO DEVELOP "CHEMICAL CATARACTS" ON BOTH EYES WHICH HAVE BEEN REMOVED, LEAVING HIM WITH VISION CORRECTIBLE TO 20/40.				
CLEBACK V DBC, ET AL (7)	BLUF CT, MIDDLESEX CTY, NJ	0/00/00	11/18/85	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF WORKED AT TENNECO PLANT IN JEW JERSEY FROM 1947 TO 1982, AND CLAIMS UNSPECIFIED DAMAGES FOR UNSPECIFIED INJURIES ALLEGEDLY CAUSED BY HIS WORKPLACE EXPOSURE TO CHLOROFORM, METHANOL, XYLENE, TRIPHENYLS, BENZYLCHLORIDE, AND PHOSPHORIC ACID.				
COLLINS V DBC, VAN WATERS & ROGERS, ET AL	SUP CT, SANTA CLARA CTY, CA	10/20/85	0/00/00	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF USED SODIUM BICROMATE, SULFURIC ACID, HYDROFLORIC ACID, PHOSPHORIC ACID AND OTHER CHEMICALS TO CLEAN CAPACITORS AT THE SAN JOSE, CA PLANT OF IIT-JENNINGS IN 1974-1980. PLAINTIFF ALLEGES THAT EXPOSURE TO CHEMICAL FUMES AND OCCASIONAL CHEMICAL SPLASHER CAUSED A LIP CANCER WHICH WAS SURGICALLY REMOVED IN 1982.				
COLTON, DOUBLAS ET AL VS DBC	U S DIS CT WEST. DIS WA	6/19/85	6/24/85	0	09 CHEMICAL UNIT
CAUSE:	PLTF. PURCHASED 40 FOOT VALIANT BAILBOAT AND LATER DISCOVERED BLISTERING ON FIBERGLAS HULL AND DECK. NO DOLLAR AMOUNT SHOWN IN PRAYER				
COOPER, JEANETTE W. VS DBC	THIRD DIS CRT LINCOLN PARISH	6/08/85	8/12/85	0	09 CHEMICAL UNIT
CAUSE:	SUIT SEEKING \$3,800,000.00 ETC. FOR WRONGFUL DEATH OF DAVID LEE WEST FEBRUARY 15, 1985 10-7-85 INTERVENTION PETITION OF UNITED STATES FIDELITY AND GUARANTY COMPANY SEEKING RECOVERY OF \$48,473.86 MONIES PAID TO PLAINTIFF FOR WORKERS COMPENSA-TION BENEFITS AND MEDICAL EXPENSES.				

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DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 4

CASE NAME	EDRUM	EILE_DI	BEVE_DI	SIS	COMPANY
COLWHERD, WM VS DBCC	UB DIS CRT W. DIS OF WASHINGTON	6/19/85	6/24/85	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF PURCHASED 40 FOOT VALIANT SAILBOAT AND LATER DISCOVERED BLISTERING ON FIBERGLASS HULL AND DECK. NO DOLLAR AMOUNT SHOWN IN PRAYER				
COX V DBCC, ET AL (4)	UB DIST CT, WESTERN DIST, OK	4/22/83	0/00/00	C	09 CHEMICAL UNIT
CAUSE:	DIAMOND SOLD DRY CAUSTIC SODA TO NORTH AMERICAN MUD, INC. WHICH NORTH AMERICAN MUD RESOLD TO PLAINTIFF'S EMPLOYER, LITTLE DIETAG DRILLING COMPANY PRIOR TO THE 7/5/81 ACCIDENT. PLAINTIFF WAS MIXING CAUSTIC SODA WITH WATER WHEN CAUSTIC SODA CAME INTO CONTACT WITH INCOMPATIBLE MATERIAL (APPARENTLY PARAFORMALDEHYDE) WHICH WAS AT BOTTOM OF BARREL BEFORE PLAINTIFF ADDED WATER AND CAUSTIC, WHEN EXPLOSION OCCURRED RESULTING IN SEVERE BURNS TO PLAINTIFF'S UPPER BODY AND EYES. PLAINTIFF HAS HAD A SUCCESSFUL CORNEAL TRANSPLANT OPERATION AND HIS VISION IS APPARENTLY SUBSTANTIALLY RESTORED. CO-DEFENDANT CELANESE (MANUFACTURER OF PARAFORMALDEHYDE) HAS PERFORMED TEST WHICH INDICATES THAT EXPLOSIVE REACTION COULD NOT OCCUR BETWEEN CAUSTIC AND FORMALDEHYDE.				
DAMES & MOORE VS DIAMOND SHAHROCK CORPORATION	HARRIS COUNTY, TX 165 JUD DIST	4/03/82	4/23/82	C	09 CHEMICAL UNIT
CAUSE:	CLAIM FOR EXTRA WORK ALLEGEDLY AUTHORIZED BY DBCC IN COURSE OF ENGINEERING SERVICES PERFORMED AT CASTLE WAYNE CHROME PLANT. BY DBC MAJ DEPART FR SCOPE OF WORK WAS REQ ALLEG AUT BY DBC. ADD CHR INCUR ALLEG NOT PD BY DBC.				
DAULIN, D VS DB CHEMICALS COMPANY	DIST CRT CNTY COLORADO RIO GRA	2/26/85	2/26/85	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF ALLEGES DEFENDANT MAY HAVE SOME INTEREST IN PROPERTY WHICH HE SEEKS TO QUIET TITLE ON. PLTF. SEEKS DEFENDANTS BET FORTH NATURE OF CLAIM, AND THEN BE BARRED AND ENJOINED FROM ANY FURTHER INTEREST IN PROPERTY PLUS COSTS				
DENDINGER V CHRYSLER V DBCC, ET AL (10)	UB DIS CT NORTHERN DIS OHIO	4/25/85	5/01/85	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF WAS EMPLOYED FROM 1968 TO 1980 AT CHRYSLER PLASTICS SANDUSKY, OHIO FACILITY AND HAS CONTRACTED A CANCER WHICH WAS ALLEGEDLY CAUSED BY HIS EXPOSURE TO VCM AND PVC RESIN MANUFACTURED BY ONE OR MORE OF THE TEN PVC MANUFACTURING DEFENDANTS.				
DEBJARDIEN V. DIAMOND SHAHROCK ET AL. (6)	U.S. DIST. CT., EASTERN DIST OF	4/19/85	4/25/85	0	09 CHEMICAL UNIT
CAUSE:	SUIT BY NEIGHBORS OF STRASBURG LANDFILL IN CHESTER COUNTY, PA FOR INJUNCTIVE RELIEF TO ABATE ALLEGEDLY HAZARDOUS CONDITION CREATED BY INFILTRATION OF LANDFILL LEACHATE CONTAINING RESIDUAL VINYL CHLORIDE MONOMER INTO GROUNDWATER SUPPLYING PLAINTIFFS' WATER SUPPLY.				

00003384

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LG8200
PAGE: 7

CASE_NAME	ECOSUB	FILE_DT	SERVE_DT	SIS	COMPANY
DIAMOND SHAHROCK V LAKE UNDERGROUND STORAGE	CT OF COH PLB, LAKE CTY, OH	0/00/00	0/00/00	0	09 CHEMICAL UNIT
CAUSE: FORECLOSURE ACTION ON THE 1500+ ACRES IN LAKE COUNTY, OHIO. DEFENDANT HAS COUNTERCLAIMED FOR SPECIFIC PERFORMANCE OF ALLEGED SETTLEMENT AGREEMENT OR, IN THE ALTERNATIVE, FOR COMPENSATORY AND PUNITIVE DAMAGES IN THE AMOUNT OF SOME \$60 MILLION.					
DINLOCKER, RALPH VS DBC	214TH JUD DIS CRT NEUCES CNTY	5/15/85	5/20/85	C	09 CHEMICAL UNIT
CAUSE: PLAINTIFF HAS WORKED IN CLOSE PROXIMITY TO NUMEROUS UNSPECIFIED CHEMICALS MANUFACTURED BY THE 24 CHEMICAL MANUFACTURING DEFENDANTS. PLAINTIFF ALLEGES THAT SUCH CHEMICALS WERE UNREASONABLY DANGEROUS AND THAT THEY CAUSED HIM UNSPECIFIED PERSONAL INJURIES DAMAGING HIM IN AN UNSPECIFIED AMOUNT.					
DBCC V CONTINENTAL DISC CORP.	UGDIST CT FOR SOUTH.DIST,TX	1/10/86	1/10/86	0	09 CHEMICAL UNIT
CAUSE: FAILURE OF RUPTURE DISC MANUFACTURED BY DEFENDANT RESULTING IN DAMAGE AND LOSS OF PRODUCTION AT GREENS BAYOU PLANT					
DBCC V ITC	DIST CT, HARRIS CTY, TEXAS	8/23/85	8/23/85	0	09 CHEMICAL UNIT
CAUSE: LIQUID CAUSTIC SODA PRODUCED AT THE DEER PARK PLANT WAS STORED AT DEFENDANT'S TERMINAL, WHERE IT WAS CONTAMINATED AND RENDERED UNMARKETABLE. DIAMOND IS CLAIMING DAMAGES IN THE AMOUNT OF \$950,000.00 PLUS INTEREST, OF WHICH IT HAS ALREADY RECEIVED PAYMENT IN THE AMOUNT OF \$640,000 FROM ITS PROPERTY INSURER, WHICH WILL BE SUBROGATED TO 2/3 OF THE AMOUNT RECOVERED IN THE LITIGATION AGAINST THE TERMINAL OPERATOR.					
DSCC V M/V DINA	UB DIST CT,HOUST DIV, TX	7/20/84	0/00/00	0	09 CHEMICAL UNIT
CAUSE: M/V DINA COLLIDED WITH THE DEER PARK CAUSTIC LOADING DOCK ON 7/10/84 AND CAUSED DAMAGE TO DOCK INVOLVING A REPAIR COST TO DIAMOND IN EXCESS OF \$52,700.					
DBCC V WAXLER TOWING	U.S.DIST CT,80 DIST, TEXAS	0/00/00	0/00/00	0	09 CHEMICAL UNIT
CAUSE: THE TUGBOAT M/V RAY WAXLER COLLIDED WITH DIAMOND SHAHROCK'S CAUSTIC LOADING DOCK AT THE DEER PARK PLANT ON SEPTEMBER 10, 1983, CAUSING DAMAGE FOR WHICH DIAMOND'S COST OF REPAIR TOTALLED \$17,905.09					
DBCC V. SUPERIOR ZINC	SUP CT, NJ, BERGEN CTY	8/14/85	8/14/85	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF DBCC IS SEEKING APPROXIMATELY \$800KX PLUS INTEREST AND COSTS OF SUIT IT WAS REQUIRED TO SPEND TO CLEAN UP A SPILL OF ZINC SLUDGE CAUSED BY THE NEGLIGENCE OF DEFENDANT'S TRUCK DRIVER IN FAILING TO PROPERLY CLOSE AND SECURE TAILGATE ON HIS TRUCK AFTER LOADING ZINC SLUDGE, FAILING TO PROPERLY MAINTAIN AND REPAIR THE TRUCK IN QUESTION, SPILL IN QUESTION WAS A BREACH OF DEFENDANT'S CONTRACTUAL RESPONSIBILITY.					

OCC03385

DATE: 6/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAMROCK CORPORATION

LG0200
PAGE: 8

CASE NAME	COURT	FILE DATE	FILED DATE	UNIT
DBCC V. GUEPCO TUBE CORPORATION ET AL.	CIR CT, COLBERT CTY, AL	4/30/86	4/30/86	0 09 CHEMICAL UNIT
CAUSE: DEFENDANT SUPPLIED 7,500 FEET OF SIX INCH DIAMETER HONEL PIPE WHICH WAS TO BE USED TO TRANSPORT LIQUID CAUSTIC SODA. ON MAY 22, 1984, THE PIPE RUPTURED, CAUSING DIAMOND COSTS FOR REPLACEMENT OF THE FAILED SECTION, CLEANUP AND BUSINESS INTERRUPTION. DIAMOND CLAIMS THAT THE PIPE WAS NOT MANUFACTURED TO ITS SPECIFICATIONS, AND THAT DEFENDANT'S FAILURE TO MEET THE SPECIFICATIONS CAUSED THE RUPTURE.				
DBCC V. WESTERN PLASTICS	NOT YET IN LITIGATION	0/00/00	0/00/00	0 09 CHEMICAL UNIT
CAUSE: CLAIM AGAINST REX GERMAN, OWNER OF WESTERN PLASTICS, ON PERSONAL GUARANTEE OF PAYMENT OF MONIES DUE DIAMOND FROM WESTERN PLASTICS.				
EAGLEY V DBCC (1)	DIST CT, HARRIS CTY, TX	5/27/84	0/00/00	0 09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS WORKING AS AN EMPLOYEE OF THERMAL INDUSTRIAL INSULATION AT DIAMOND'S DEER PARK PLANT IN THE EVAPORATOR AREA, SECTION 12 ON 2/22/84 AND SUFFERED A FALL AS A RESULT OF CERTAIN RAILINGS BEING IN AN UNSAFE CONDITION.				
EPSTEIN, SOL ET AL VS HGH, ET AL INCL DGC	SUP CRT CALIF CNTY LOS ANGELES	3/08/85	0/00/00	0 09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS EMPLOYED AS A FILM TECHNICIAN AT HGH LABORATORIES FROM 1952 TO 1983 AND WAS EXPOSED TO TRICHLOROETHYLENE, PERCHLOROETHYLENE AND OTHER SOLVENTS. PLAINTIFF'S DEATH ON 7/5/83 WAS ALLEGEDLY CAUSED BY HIS LONG-TERM EXPOSURE TO SUCH CHEMICALS.				
EUDANKS, LOUIS V. DIAMOND SHAMROCK (1)	DIST CT, HARRIS CTY, TX	1/21/84	2/26/86	0 09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS WORKING ON DATE OF ACCIDENT AS A DRIVER FOR USI TRANSPORTS, DELIVERING A TANK TRUCK OF NAPHTHALENE TO CEDARTOWN PLANT. HOSE ATTACHED TO TRUCK FOR UNLOADING BURST LOOSE AND SPRAYED PLAINTIFF WITH HOT NAPHTHA, ALLEGEDLY AS A RESULT OF FAULTY DBCC PUMP WHICH DBCC OPERATOR LEFT UNATTENDED.				
FED LAND BK OF WICHITA VS CARL STRIGGOW ET AL	US DIS CRT DIST OF KANSAS	4/02/85	4/08/85	0 09 CHEMICAL UNIT
CAUSE: NOTICE OF BANKRUPTCY AND ISSUANCEDF AUTOMATIC STAY ORDER				
FISHER V DIAMOND SHAMROCK, ET AL. (3)		0/00/00	0/00/00	0 09 CHEMICAL UNIT
CAUSE: NO CAUSE ON FILE				
FITZSIMMONS, EDWARD V MURRAY INDUS. ET AL DBCC	US DIS CRT WEST. DIS WASH SEAT	9/27/85	1/02/85	0 09 CHEMICAL UNIT
CAUSE: IN 1979 PLAINTIFFS PURCHASED A 40 FOOT VALIANT SAILBOAT, HULL NO. 222. IN 1984, THE FIBERGLASS HULL BEGAN TO BLISTER. NO DOLLAR AMOUNT SHOWN.				

000033386

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 9

CASE NAME	EDRM	FILE NO	SERVE	UI	SIB	COMPANY
FITZBIMMONS, EDWARD VS MURRAY INDUSTRIES INCL DBC US DIST CRT WEST DIST WASH BEATT	9/27/85	10/02/85	0	09	CHEMICAL UNIT	
CAUSE: IN 1979 PLAINTIFFS PURCHASED A 40-FOOT VALIANT SAILBOAT, HULL NO. 222. IN 1984, THE FIBERGLASS HULL BEGAN TO BUBBLE. NO DOLLAR AMOUNT SHOWN.						
FORDYCE ALLEN O. VS DBC	CAMPBELL CNTY DIST CT 6TH J.D.	5/16/86	6/20/86	0	09	CHEMICAL UNIT
CAUSE: WRONGFUL TRESPASS; JUDGMENT AMOUNT UNSPECIFIED						
FOXGROFT SQ. PAVILLION VS DBCC, ET AL (5)	COH FLB MONTGOMERY CNTY PA	5/29/85	6/03/85	0	09	CHEMICAL UNIT
CAUSE: AT SOME TIME BETWEEN 4/25/68 AND 4/24/69, URETHANE MANUFACTURED BY THE NOPCO DIVISION OF DIAMOND SHAHROCK (THE URETHANE BUSINESS HAVING BEEN ACQUIRED BY DIAMOND IN 1968 WHEN IT ACQUIRED NOPCO AND SOLD BY DIAMOND TO STEPAN CO IN 1972), WAS INSTALLED IN THE CEILING OF THE BENJAMIN FOX PAVILION, A BUILDING OWNED BY THE PLAINTIFF. ON 6/3/83, A FIRE OCCURRED WHEN ONE OF DIAMOND'S CO-DEFENDANTS IN THIS ACTION WAS ENGAGED IN WELDING WORK IN AND AROUND THE CEILING OF THE BUILDING. PLAINTIFF CLAIMS THAT THE URETHANE WAS AN UNREASONABLY DANGEROUS PRODUCT, SOLD WITHOUT PROPER WARNINGS, ETC.						
FRITTS V BROWN & ROOT, INC AND DIAMOND SHAHROCK	DIST CT, HARRIS CTY, TX	10/19/84	10/22/84	0	09	CHEMICAL UNIT
CAUSE: PLAINTIFF SUFFERED CAUSTIC BODA BURNS TO HIS FEET WHILE WORKING AT BATTLEGROUND PLANT ON 6/25/83 FOR DIAMOND'S CONTRACTOR JERRYCO MACHINE & BOILER WORKS, INC.						
GARKLAUS V CONESTOGA FUELS, DB, ET AL (5)	CT OF COH FLB, PHILADELPHIA, PA	12/16/84	0/00/00	0	09	CHEMICAL UNIT
CAUSE: DIAMOND SOLD CHLOROWAX 70 TO E. W. KAUFMAN COMPANY, WHICH RESOLD TO PLAINTIFF'S EMPLOYER, ARMSTRONG WORLD INDUSTRIES PRIOR TO 1/24/83 ACCIDENT. PLAINTIFF'S TORSO AND FACE WERE BURNED WHEN A MIXTURE OF TOLUENE AND CHLOROWAX EXPLODED INSIDE A MIXER TENDED BY PLAINTIFF.						
GEORGE ATWOOD ET AL (105) V DBCC ET AL (9)	CIR CT FOR MCHEMRY CTY, IL	7/09/86	7/23/86	0	09	CHEMICAL UNIT
CAUSE: PLAINTIFFS CLAIM IMMUNE SYSTEM DYSREGULATION, INJURY TO THEIR CENTRAL NERVOUS SYSTEM, AND CARDIOVASCULAR AND LIVER DAMAGE AS A RESULT OF THE PRESENCE IN THEIR DRINKING WATER OF TRICHLOROETHYLENE, 1,1,1 TRICHLOROETHANE AND PERCHLOROETHYLENE. THESE CHEMICALS WERE ALLEGEDLY PURCHASED FROM DIAMOND, DOW, ETHYL AND STAUFFER BY WARNER ELECTRIC BRAKE AND CLUTCH, WHICH HAS A PLANT AND DISPOSAL SITE IN THE VICINITY OF PLAINTIFFS' HOMES.						
GERSON, SCHAFER, MILLER V DIAMOND SHAHROCK CORP	ST. LOUIS CTY CIR CT, MO	10/08/81	10/19/81	0	09	CHEMICAL UNIT
CAUSE: CLAIM FOR SEPARATION AND UNUSED VACATION PAY AS A RESULT OF THE SALE OF VITEX AMERICAN BUSINESS. PLAINTIFFS CONTINUED THEIR EMPLOYMENT WITH HALLINCKRODT, THE BUYER.						

OCC03387

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHARROCK CORPORATION

L80200
PAGE: 10

CASE NAME	EDRUM	FILE_DT	SERVE_DT	SIG	COMBANY
BRUSCHKE ET AL. V DIAMOND SHARROCK ET AL (5)	CT OF COH PLEAS, CUYAHOGA CTY	3/13/86	3/27/86	0	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF WAS EMPLOYED AS A SHEET METAL WORKER INSTALLING HVAC DUCTS AT THE CLEVELAND CLINIC AND WAS USING AN UNIDENTIFIED CHEMICAL SOLVENT IN AN UNMARKED CAN ON SCAFFOLDING TO REMOVE GLUE FROM ALUMINUM DUCTS WHEN HE WAS OVERCOME BY THE SOLVENT VAPOR AND FELL 10', SUFFERING ALLEGEDLY PERMANENT DISABLING INJURIES. PLAINTIFF ALLEGES THAT THE CHEMICAL INVOLVED WAS METHYLENE CHLORIDE MANUFACTURED BY DIAMOND SHARROCK AND DISTRIBUTED BY FARLEY CHEMICAL COMPANY AND LIBERTY SOLVENTS UNDER THE TRADE NAME LIBTOL.				
GODDARD V DBCC (3)	DIST CT, HUSCATINE, IOWA	3/22/83	0/00/00	0	09 CHEMICAL UNIT
CAUSE:	ON 3/23/81, WHILE EMPLOYED BY LITHCOTE COMPANY, PLAINTIFF WAS INJURED WHILE USING DIAMOND SHARROCK CAUSTIC SODA BEADS TO CLEAN THE INSIDE OF A TANK CAR. WHILE MIXING THE CAUSTIC SODA WITH HOT WATER PREVIOUSLY PLACED IN THE TANK CAR AND WITHOUT WEARING ANY SAFETY CLOTHING, PLAINTIFF WAS BURNED WHEN THE SODA REACTED VIOLENTLY WITH THE WATER. ADDITIONAL DEFENDANTS ARE PLAINTIFF'S SUPERVISOR AND PLANT MANAGER.				
ORIH V FORD MOTOR, DBCC, ET AL	CIRC CT, MACOMB CTY, MICHIGAN	8/15/83	0/00/00	C	09 CHEMICAL UNIT
CAUSE:	PLAINTIFF'S DECEDENT DIED ON 8/15/80 OF BREAST CANCER CONTRACTED WHILE LIVING, FROM 1963-1980, IN THE VICINITY OF FORD'S HT. CLEMENS, MICHIGAN PLANT, AS A RESULT OF EXPOSURE TO VCM MIST AND FUMES EMANATING FROM PVC RESIN SUPPLIED TO FORD BY DIAMOND AND 9 OTHER PVC MANUFACTURERS.				
GULL COVE ENTERPRISES VS DSC	LAKE COUNTY, OH CT CON. PLEAS	2/21/85	2/25/85	0	09 CHEMICAL UNIT
CAUSE:	ALLEGED BREACH OF CONTRACT, SEEKING A PRELIMINARY AND PERMANENT INJUNCTION ORDERING DEFTS. TO PERFORM THEIR SETTLEMENT AGREEMENT. AMOUNT CLAIMED: \$34,000,000. PLUS INTEREST AND COSTS.				
HAERTLING V STONE OIL CO, ET AL	DIST CT, CAMERON PARISH, LA	9/05/84	0/00/00	0	09 CHEMICAL UNIT
CAUSE:	DURING THE COURSE OF EMPLOYMENT ON 9/7/83 PLAINTIFF ALLEGEDLY RECEIVED THIRD DEGREE BURNS OVER HIS BODY WHILE PICKING UP AND REMOVING BAGS ALLEGEDLY CONTAINING CAUSTIC SODA. PLAINTIFF CLAIMING PRODUCTS LIABILITY, PERSONAL INJURY AND NEGLIGENCE.				
HARRINGTON V DIAMOND SHARROCK	CIR CT, CY LYNCHBURG, VA	1/26/82	0/00/00	0	09 CHEMICAL UNIT
CAUSE:	PVC PELLET COMPOUND SOLD TO HARRINGTON IN 1978 AND 1979 WAS DEFECTIVE RESULTING IN FIELD FAILURES OF PRESSURE FITTINGS MANUFACTURED BY HARRINGTON AND SUBSEQUENT CLAIMS AGAINST HARRINGTON				

OCC03388

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LG0200
PAGE: 11

CASE NAME	EDS#	FILE_DT	SERVE_DT	SIB	COMPANY
HAYBLETT, CHERYL & PIGUA ENGINEERING	NO COMPLAINT	0/00/00	0/00/00	0	09 CHEMICAL UNIT
CAUSE: RECEIVED LETTER FROM DEFENDANT ATTORNEY STATING SHE SUSTAINED SEVERE PHYSICAL INJURIES AS A RESULT OF WORKING WITH THE CHEMICAL TRICHLOROETHYLENE WHICH WAS ALLEGEDLY DISTRIBUTED BY GEN CITY CHEMICALS, INC., A DSCC DISTRIBUTOR					
HERRING V CONRAIL V DSCC	US DIST CT, PHILADELPHIA, PA	8/05/83	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF IS A CONDUCTOR EMPLOYED BY CONRAIL. ON JUNE 23, 1983, WHILE WORKING NEAR A SIDETRACK ON THE PROPERTY OF THE DELAWARE CITY PLANT, PLAINTIFF SLIPPED ON CAUSTIC SODA BEADS WHICH HAD SPILLED NEAR THE TRACK AND HIT HIS HEAD AGAINST A RAILROAD CAR, SUSTAINING A LACERATION TO THE SCALP AND MILD CONCUSSION. PLAINTIFF HAS CLAIMED AN AMOUNT IN EXCESS OF \$50,000 FROM CONRAIL UNDER THE FELA, AND CONRAIL HAS FILED A THIRD PARTY ACTION AGAINST DIAMOND UNDER A COMMON LAW INDEMNITY THEORY.					
HO, CHESTER V DIAMOND SHAHROCK ET AL. (23)	SUP CT OF LOS ANGELES, CA	2/07/86	3/07/86	0	09 CHEMICAL UNIT
CAUSE: FROM 1952 TO AUGUST 1985, PLAINTIFF WORKED AS A FILM LABORATORY TECHNICIAN AT TECHNICOLOR HANDLING TRICHLOROETHYLENE, PERCHLOROETHYLENE, METHYL CHLORIDE, AND FORMALDEHYDE. PLAINTIFF CLAIMS TO HAVE SUFFERED UNSPECIFIED GRIEVOUS PERSONAL INJURY AS A RESULT OF HIS EXPOSURE TO SUCH CHEMICALS.					
HORIZONS INTERNATIONAL, INC. VS FHC CORP INCL. DSC	U.S. DIST CRT EAST DIST PENN	2/14/86	2/20/86	0	09 CHEMICAL UNIT
CAUSE: FOR DAMAGES AND INJUNCTIVE RELIEF BY REASON OF THE VIOLATIONS BY SAID DEFENDANTS OF THE ANTITRUST LAWS OF THE UNITED STATES.					
HUGG ALAN HAERTLING VS STONE OIL COMPANY ET AL DSC	38 JUD DIS CRT PAR. CAMERON LA	10/10/85	10/10/85	0	09 CHEMICAL UNIT
CAUSE: ANSWER AND CROSS CLAIM OF STONE PETROLEUM CORPORATION SEEKING INDEMNIFICATION IN EVENT OF AWARD IN FAVOR OF PLAINTIFF IN MAIN DEMAND, ALTERNATIVELY FOR CONTRIBUTION					
HULL, FRANK, VS. UNIFLITE, INC., INCL. DSC	US DIST CT, WESTERN WASHINGTON	5/20/85	5/23/85	0	09 CHEMICAL UNIT
CAUSE: BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, BREACH OF WARRANTIES, VIOLATION OF MAGNUSON MOSS WARRANTY ACT, ETC. RE: HULL AND DECK OF VALIANT 40 BEGAN TO CRACK AND BLISTER. NO DOLLAR AMOUNT SHOWN IN PRAYER					
HUNTER, J.B., VS. DIAMOND SHAHROCK CORP.	HARRIS CNTY, TX. 165TH DIS. CT	2/15/85	2/19/85	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS EMPLOYED, APPARENTLY BY AN INDEPENDENT CONTRACTOR, AT DEER PARK ON 11/16/84 AND WAS IN THE PROCESS OF CONSTRUCTING SCAFFOLDING WITHIN A TANK WHEN HE SLIPPED AND FELL, DUE TO INADEQUATE LIGHTING AND VENTILATION, AND SLIPPERY CONDITIONS. PLAINTIFF ALLEGES SERIOUS BODILY INJURIES, INCLUDING LACERATIONS TO HIS LEFT ARM.					

00003389

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAMROCK CORPORATION

LBB200
PAGE: 12

CASE NAME	FORUM	FILE DATE	SERVE DATE	SIS	COMENY
INTERCONTINENTAL CHEM SERVICES, INC. V DBCC	AMERICAN ARBITRATION, DALLAS	8/08/84	8/08/84	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S TERMINAL SERVICES AGREEMENT WITH DBCC DATED 6/1/84 PROVIDED FOR A FIVE-YEAR EXTENSION OF THE AGREEMENT FROM 10/1/86 TO 9/30/91 UNLESS DBCC GAVE PLAINTIFF NOTICE OF TERMINATION ON OR BEFORE 3/31/86. DBCC AND PLAINTIFF AGREED IN WRITING TO EXTEND THE TERMINATION DEADLINE TO 4/30/86 TO PERMIT DBCC TO REVIEW BIDS FROM SEVERAL PARTIES. PLAINTIFF CLAIMS THAT ITS AGREEMENT TO EXTEND DEADLINE WAS CONDITIONED ON DBCC'S PROMISE TO REVIEW ALTERNATIVE BIDS WITH PLAINTIFF. DBCC DENIES THIS CONDITION, AND TERMINATED CONTRACT ON 4/30/86. PLAINTIFF CLAIMS LOST PROFITS UNDER EXISTING CONTRACT FOR PERIOD 1986-1991, TOTALLING UP TO \$600,000, ACCORDING TO DBCC'S ESTIMATE.					
JAWORSKI V DBCC, ET AL. (2)	US DIST CT, WEST DIST, OK	8/03/84	0/00/00	0	09 CHEMICAL UNIT
CAUSE: DIAMOND'S CAUSTIC SODA BEADS "ERUPTED", STRIKING PLAINTIFF IN THE FACE AND CAUSING SEVERE INJURIES, INCLUDING CORNEAL SCARRING AND PERMANENT LOSS OF VISION, AFTER PLAINTIFF OPENED A WOVEN POLYPROPYLENE BAG CONTAINING THE BEADS BY USING A SCREWDRIVER AND PULLING THE SIDES APART. PLAINTIFF HAS SUED DIAMOND AND THE BAG MANUFACTURER, CLAIMING THAT THE BAG WAS IMPROPERLY DESIGNED AND CONTAINED NO INSTRUCTIONS FOR SAFE OPENING.					
JENKINS, MARY V DUOLITE INTERNATIONAL LIMITED		0/00/00	0/00/00	0	09 CHEMICAL UNIT
CAUSE: WRONGFUL DEATH CASE - BEING HANDLED FROM LONDON					
JOHNSON V DBC	11TH JUD DIST CT, HARRIS CTY, TX	2/07/86	3/12/86	0	09 CHEMICAL UNIT
CAUSE: ALLEGED WRONGFUL TERMINATION OF EMPLOYMENT, SLANDER, AND LIBEL.					
JONES, STACY A. VS. CRAIG DEVELOPMENT CORP.	SUP CRT CALIF COUNTY OF ORANGE	2/26/85	3/14/85	0	09 CHEMICAL UNIT
CAUSE: PROPERTY OWNERS IN CALIFORNIA SUBDIVISION SUED DEVELOPER AND PREVIOUS OWNERS FOR DAMAGE CAUSED BY ALLEGEDLY INADEQUATE DESIGN AND MAINTENANCE OF EROSION CONTROLS. DBCC ACQUIRED PROPERTY FOR SHORT PERIOD FROM TRANSFERRING EMPLOYEE.					
KAUFHANN, ET AL VS DBC	US DIS CT DIST MARYLAND	5/07/85	5/13/85	0	09 CHEMICAL UNIT
CAUSE: SUMMONS AND COMPLAINT					
KENNEY, J.F. VS. SCIENTIFIC, INC., INCL. DBC	MIDDLESEX CNTY. SUP. CT. N.J.	9/28/84	10/04/84	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFFS LIVE IN THE VICINITY OF THE KIN-BUC LANDFILL IN EDISON, NEW JERSEY AND ARE SUING ALL GENERATORS OF INDUSTRIAL WASTE DISPOSED OF AT THE LANDFILL, ALONG WITH THE OWNERS AND OPERATORS OF THE LANDFILL FOR VARIOUS ILLNESSES AND FOR REDUCTION IN PROPERTY VALUES CAUSED BY IMPROPER DISPOSAL PRACTICES.					

OCC033390

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

L88200
PAGE: 13

CASE NAME	COURT	FILED	FILED	FILED	FILED	FILED
KLINGENHAUER, HERMAN VS. UNIFLITE INC., INCL. DBC	US DIS CT WESTERN WASHINGTON	5/21/85	5/24/85	0	09	CHEMICAL UNIT
CAUSE: BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, BREACH OF WARRANTIES, VIOLATION OF MAGNUSON MOSS WARRANTY ACT, ETC. RE: HULL AND DECK OF VALIANT 40 BOGARD TO CRACK AND BLISTER. NO DOLLAR AMOUNT SHOWN IN PRAYER						
KREML V. DBC	U.S. DIST. CT. NO ILLINOIS	2/18/84	3/05/84	0	09	CHEMICAL UNIT
CAUSE: ACTION ALLEGING FRAUD AND MISREPRESENTATION DEPRIVING KREML OF BENEFITS OF EARLY RETIREMENT PROGRAM, MISREPRESENTATION OF ADAD AND GROUP ACCIDENT INSURANCE BENEFITS						
KUBAL, R. VS. UNIFLITE, ET AL IN. DBC	BROWARD CNTY. CT, FLORIDA	10/23/84	10/29/84	0	09	CHEMICAL UNIT
CAUSE: PLTFR. BEEK IN EXCESS OF \$5,000.00 PLUS INTEREST AND COSTS ALLEGING NEGLIGENCE IN THE MANUFACTURE OF CERTAIN FIRE RETARDANT RESIN USED IN THE MANUFACTURE OF CERTAIN VESSEL (UNIFLITE 37' UNF07389AG9J-3-CC03) WHICH WAS DEFECTIVE WHICH CAUSED VESSEL TO CRACK AND BLISTER						
LASCO DIV (PHILLIPS INDS) V DBC	BUP CT, CTY OF LA, CA	11/27/83	0/00/00	0	09	CHEMICAL UNIT
CAUSE: PVC PELLET COMPOUND SOLD BY DIAMOND TO PLAINTIFF BETWEEN 1979 AND 1981 WAS DEFECTIVE RESULTING IN FIELD FAILURES OF PRESSURE FITTINGS MANUFACTURED BY A PLAINTIFF AND SUBSEQUENT CLAIMS AGAINST PLAINTIFF.						
LEE V DBC, ET AL (10)	CIRCUIT COURT, WAYNE CTY, MI	4/18/84	0/00/00	0	09	CHEMICAL UNIT
CAUSE: PLAINTIFFS DECEDENT WAS EMPLOYED AS AN INSPECTOR IN FORD'S VINYL PLANT AT MT. CLEMENS, MICHIGAN FROM THROUGH HIS DEATH ON 5/8/83 FROM GRANULOCYTIC LEUKEMIA, ALLEGEDLY RESULTING FROM EXPOSURE TO THE TEN MANUFACTURING DEFENDANTS' PVC RESIN SOLD TO FORD. PLAINTIFF DEMANDS \$5 MILLION IN PUNITIVE DAMAGES.						
LILLEY ANNA H. VS DBC ET AL	U.S. DIST. CRT EAST DIS N.Y.	7/03/85	0/00/00	0	09	CHEMICAL UNIT
CAUSE: ANNA LILLEY SUES ON BEHALF OF HER DECEASED HUSBAND, JOHN LILLEY, A VIETNAM VETERAN WHO WAS EXPOSED TO THE HERBICIDE AGENT ORANGE WHILE HE WAS IN VIETNAM						
LIPSTREU, BABBETTE VS. FARNAM CO. INCL DBC	DIS CRT CNTY DENVER COLORADO	7/17/85	7/23/85	0	09	CHEMICAL UNIT
CAUSE: PLAINTIFF ALLEGES DEFENDANT NEGLIGENCE IN WARNING OF POTENTIAL INJURIES TO ANIMALS ON CERTAIN PRODUCTS RESULTED IN DAMAGES.						
LOPEZ SANTIAGO V CHEVRON ET AL INCL DBC	BUP CRT OF CALIF CNTY VENTURA	1/07/86	1/20/86	C	09	CHEMICAL UNIT
CAUSE: PLAINTIFF ALLEGES THAT HE SUSTAINED PERSONAL INJURIES DUE TO EXPOSURE TO VARIOUS CHEMICALS INCLUDING DACTHAL AND BRAVO DURING THE PERIOD COMMENCING MARCH 1979 THROUGH DECEMBER 1984						

OCC03391

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAMROCK CORPORATION

LOG200
PAGE: 14

CASE NAME	EDSUM	FILE_DT	SERVE_DT	SIS	CORREANY
LUNG, R.E., ET AL VS DSCC	U. DIST. OF WA., US. DIST. CT.	1/07/85	1/14/85	0	09 CHEMICAL UNIT
CAUSE: BREACH OF CONTRACT RE: VALIANT 40 BAILBOAT NO DOLLAR AMOUNT SHOWN IN PRAYER					
MADEIROB, LYDIA VS DIAMOND SHAMROCK	WORKERS COMP. APPEALS BOARD	3/18/85	3/19/85	0	09 CHEMICAL UNIT
CAUSE: TO THE CUSTODIAN OF RECORDS OF DIAMOND SHAMROCK CHEMICALS COMPANY YOU ARE HEREBY COMMANDED TO APPEAR BEFORE A NOTARY PUBLIC AT ERDEMAN ATTORNEY SERVICE 449 15TH ST., STE 103, OAKLAND, CA 94612 ON 4/1/85 AT 10:00 A.M., AND PRODUCE THE FOLLOWING RECORDS AS DESCRIBED IN THE ATTACHED EXHIBIT					
MAGUIRE, C.W. VS. W.R. BRACE & DBC	U.S. DIST. CT. N. JERSEY	10/15/84	10/29/84	0	09 CHEMICAL UNIT
CAUSE: WRONGFUL TERMINATION, INTERFERENCE WITH CONTRACTUAL RELATIONS, CIVIL CONSPIRACY, ARISING OUT OF MAGUIRE'S TERMINATION AS GENERAL MANAGER OF FCD					
MASTERS, RICHARD VS HATFIELD TERMINALS INCL. DSC	US DIST. CRT. EST. DIST KY	2/25/85	3/01/85	0	09 CHEMICAL UNIT
CAUSE: ALLEGED NEGLIGENCE RESULTING IN PERSONAL INJURIES. AMOUNT CLAIMED \$300,000.00					
MCKELLAR V DSCC, ET AL (2)	SUP CT, HUDSON CTY, NJ	9/28/83	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WORKED AT MAXWELL HOUSE (GENERAL FOODS) FROM 1964 TO 1983. FROM 1977 TO 1981, HE WORKED AS AN EVAPORATOR OPERATOR, USING A HEATING AND EVAPORATING PROCESS TO REMOVE METHYLENE CHLORIDE FROM WASTEWATER PRIOR TO DISCHARGE OF THE WATER INTO THE SEWER SYSTEM. ON 1/12/81, A RELIEF VALVE FAILED AND PLAINTIFF WAS DRENCHED WITH A SOLUTION OF METHYLENE CHLORIDE WHILE ATTEMPTING TO REMOVE A CLOGGED FILTER. PLAINTIFF CLAIMS THAT AS A RESULT OF THIS INCIDENT, AND AS A RESULT OF GENERAL EXPOSURE TO METHYLENE CHLORIDE, HE WAS COMPELLED TO RETIRE AT AGE 60 IN 1983 DUE TO CORONARY DISABILITY.					
MCHILLION, JOHN V. DB (2)	CIRC CT, KANAWHA CTY, W VA	5/21/80	0/00/00	0	09 CHEMICAL UNIT
CAUSE: ON 12/17/78, IN BELLE, WEST VIRGINIA, PLAINTIFF WAS INJURED WHILE TRAVERSING A RAILROAD CROSSING OPPOSITE THE BELLE PLANT. THE CROSSING WAS UNDERGOING REPAIRS BY DIAMOND'S CONTRACTOR AND CO-DEFENDANT, LAND AND TIMBER DEVELOPMENT COMPANY. PLAINTIFF CLAIMS THAT THE WORK AT THE CROSSING WAS POORLY LIT, AND DEMANDS \$100K IN COMPENSATORY DAMAGES.					
HEMICE V DIAMOND SHAMROCK, ET AL (26)	SUP CT, PASSAIC CTY, NJ	3/12/86	4/03/86	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S DECEASED HUSBAND WAS EMPLOYED BY PANTASOTE, WAS ALLEGEDLY EXPOSED TO VINYL CHLORIDE MANUFACTURED BY THE 26 DEFENDANT PVC MANUFACTURERS, AND DIED OF ANGIOSARCOMA OF THE LIVER ALLEGEDLY AS A RESULT OF SUCH EXPOSURE					

OCC033392

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAMROCK CORPORATION

LAB200
PAGE: 15

CASE_NAME	EDBLM	EFILE_DT	SERVE_DT	SIS	CD	CDREANY
MERCY SAN JUAN HOSP. VS DSCC CAUSE: HOSPITAL INCURRED MORE IN LAUNDRY COSTS THAN ALLEGEDLY GUARANTEED BY DSCC.	SUP. CT CALIF. CNTY. SACRAMENTO	10/09/84	10/17/84	C	09	CHEMICAL UNIT
HEGLER V DSCC, ET AL (2) CAUSE: PLAINTIFF WAS WORKING IN THE DEER PARK PLANT ON MARCH 26, 1982 AS AN EMPLOYEE OF A CONTRACTOR, COMMERCIAL BIDDING & MAINTENANCE COMPANY, WHEN HE FELL FROM A SCAFFOLD. PLAINTIFF CLAIMS THE SCAFFOLD WAS DEFECTIVE AND THAT HE ASKED FOR, AND WAS REFUSED, A SAFETY LINE PRIOR TO THE ACCIDENT. INJURIES ARE NOT SPECIFIED.	US DIST CT, 50 DIST, TX	3/02/84	0/00/00	C	09	CHEMICAL UNIT
MEYER, PAUL & LEONA V DSCC, ET AL (3) CAUSE: PLAINTIFF, EMPLOYEE OF TRIANGLE FMC, ALLEGEDLY SUFFERED SECOND DEGREE BURNS OVER 29% OF HIS BODY WHEN FILLING TANK WITH SULFURIC ACID	CRT CT, MARSHALL CNTY, W VA	4/08/83	0/00/00	D	09	CHEMICAL UNIT
MID-LAKES, ET AL VS. DSCC CAUSE: JEROME BICKINGER ALLEGES THAT A CHEMICAL IDENTIFIED AS 24D WAS DEFECTIVE WHEN BOUL BY MID-LAKES FS COOPERATIVE. MID-LAKES FS COOPERATIVE DENIES LIABILITY, ALLEGING THAT SAID CHEMICAL WAS DEFECTIVELY MANUFACTURED BY THIRD PARTY DEFT. DIAMOND SHAMROCK CHEMICALS COMPANY	CIR. CT. MANITOWOC CNTY. WI	1/23/85	1/28/85	C	09	CHEMICAL UNIT
MOORE, ELIZABETH VS VELBICOL CHEMICAL CORP CAUSE: YOU ARE COMMANDED TO APPEAR TO TESTIFY AT CERTIFIED COURT REPORTERS, 950 CITIZENS BLDG., 850 EUCLID AVENUE, CLEVELAND, OHIO AND BRING WITH YOU ALL DOCUMENTS SET FORTH ON "EXHIBIT A"	US DIST CRT N. DIST OHIO	3/07/85	3/12/85	C	09	CHEMICAL UNIT
HOBLEY V DSCC ET AL (30) CAUSE: PLAINTIFF HAS CONTRACTED ADENOCARCINOMA ALLEGEDLY RESULTING FROM OCCUPATIONAL EXPOSURE TO ASBESTOS, METHYLENE CHLORIDE AND OTHER UNSPECIFIED CHEMICALS. PLAINTIFF WORKED IN A NEW ORLEANS COFFEE PLANT FROM 1965 TO MAY, 1984 AND HAS SUED 7 MECL SUPPLIERS.	DIST CT PARISH OF ORLEANS LA	2/28/86	3/06/86	D	09	CHEMICAL UNIT
HOBB, ARTHUR VS. DIAMOND SHAMROCK CORPORATION CAUSE: ALLEGED NEGLIGENCE RESULTING IN PERSONAL INJURIES	SUP CRT CALIF CNTY ALAMEDA	10/04/85	10/14/85	D	09	CHEMICAL UNIT
NYLAND V DSCC, ET AL (17) CAUSE: ON 10/20/80 PLAINTIFF, A HINDR CHILD, WAS EXPOSED TO A DIAMOND SHAMROCK COATING COMPOUND BEING USED BY DEFENDANT POLYCAP OF CALIFORNIA IN THE COURSE OF POLYCAP'S SPRAYING OF PRIMERS, LATEX AND POLYURETHANE FOAM ON THE ROOF OF LONGWOOD SCHOOL IN HAYWARD, CA. PLAINTIFF SUFFERED DERMATITIS, AND IRRITATION TO HIS EYES AND LUNGS AS A RESULT OF EXPOSURE TO DIAMOND'S AND THE NUMEROUS OTHER DEFENDANT'S CHEMICALS.	SUP CT, ALAMEDA CTY, CA	4/30/82	0/00/00	D	09	CHEMICAL UNIT

OCC033393

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHARROCK CORPORATION

L00200
PAGE: 16

CASE NAME	EDSUB	FILE_DT	SERVE_DT	SIS	COMPANY
DCYPDE, INC., ET AL. VS DBCC	US DIST CT WESTERN DIST WA	6/19/85	6/24/85	D	09 CHEMICAL UNIT
CAUSE: PLTF. PURCHASED 40 FOOT VALIANT SAILBOAT AND LATER DISCOVERED BLISTERING ON FIBERGLAS HULL AND DECK. NO DOLLAR AMOUNT SHOWN IN PRAYER					
OGLETREE V DBCC, ET AL (8)	SUP CT, CAMDEN CTY, NJ	7/08/82	0/00/00	D	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S INCIDENT WORKED AS A PUNCH PRESS OPERATOR FROM 5/2/65 TO 11/1/79 ALLEGEDLY AS A RESULT OF EXPOSURE TO TCE, MR. OGLETREE DEVELOPED CANCER OF THE LUNGS, SPINE, AND LIVER WHICH WAS DIAGNOSED 11/14/79 AND OF WHICH HE DIED ON 11/19/80 AT AGE 44. PLAINTIFF HAS SUED DIAMOND, PFB AND HOOKER, AS WELL AS MR. OGLETREE'S EMPLOYER AND TCE DISTRIBUTOR. DIAMOND SOLD FOUR DRUMS OF TCE TO DISTRIBUTOR IN 1969.					
PADDOCK POOL EQUIPMENT COMPANY V DBCC	GEN CRT HECKLENBURG CNTY, NC	10/04/85	10/08/85	D	09 CHEMICAL UNIT
CAUSE: TO RECOVER \$25,104.00 FOR DEIONIZATION SYSTEM PURCHASED 1/85 WHICH DID NOT OPERATE TO MEET PLAINTIFFS NEEDS					
PADDOCK POOL V DBCC		10/01/85	10/08/85	D	09 CHEMICAL UNIT
CAUSE: PLAINTIFF ALLEGES DBCC OWES \$25,104.00 TO REFINITE WATER CONDITIONING CO. (A DIVISION OF PADDOCK POOL) FOR DEIONIZATION SYSTEM WHICH DBCC FEELS DID NOT OPERATE TO MEET DUK NEEDS AND WITH CONTRACTED SPECIFICATIONS					
PALOZOLA V DBCC	CIR CT, ST LOUIS CTY, MO	7/27/84	0/00/00	D	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS FATALLY OVERCOME ON 7/29/81 BY METHYLENE CHLORIDE FUMES WHILE USING HC TO CLEAN VINYL PLASTISOL OFF THE WALLS OF AN 8' X 4' TANK.					
PARILLO, RAYMOND V. DIAMOND SHARROCK ET AL. (24)	SUP CT FOR LOS ANGELES CTY, CA	11/09/84	3/11/86	D	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WORKED AS A FILM LAB TECHNICIAN AT DEFENDANT HGH LABORATORIES BETWEEN 1964 AND 1983, AND IS CURRENTLY SUFFERING FROM MALIGNANT LYMPHOMA, RESTRICTIVE LUNG DISEASE AND TOXIC ENCEPHALOPATHY ALLEGEDLY CAUSED BY OCCUPATIONAL EXPOSURE TO BENZENE, TRICHLOROETHYLENE, PERCHLOROETHYLENE, METHYL CHLOROFORM AND FORMALDEHYDE.					
PHIZER INC. VS. FALLEK PRODUCTS INTERNATIONAL	CRT IN FIRST INSTANCE OF BRUSS	5/06/86	5/06/86	D	09 CHEMICAL UNIT
CAUSE: THE DEFENDANT CONTESTS ON THE OTHER HAND THAT HE SHOULD HAVE BEEN GUILTY OF INFRINGEMENT FOR THE SALES TO THE HOLLAND COMPANIES SIRENA, SOVAL AND BIARD AND TO THE BELGI COMPANY HENDRIX VOEDERS ON THE GROUND THAT THE PRODUCT WAS NOT ACTUALLY ON BELGIAN TERRITORY, THE DELIVERIES AT THE OUTSET HAVING BEEN EFFECTED FROM A STOCK LOCATED IN ROTTERDAM					

OCC033394

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE 17

CASE NAME	COUNTY	FILE DI	SERVE	DI	SIS	COMPANY
POLETTI V DSCC (2) V FULLER COMPANY (2)	SUP CT, HUDSON CTY, NJ	11/22/82	0/00/00	0	09	CHEMICAL UNIT
CAUSE: PLAINTIFF CLAIMS ACUTE EXPOSURE TO METHYLENE CHLORIDE WHILE WORKING AT MAXWELL HOUSE ON 11/11/80, AS THE RESULT OF A MALFUNCTIONING ROTATING DISC COLUMN. DIAMOND HAS IMPEALED MANUFACTURER OF MALFUNCTIONING EQUIPMENT						
POBEY V DSCC	CT COMM FLEAS FRANKLIN CTY OH	2/27/86	3/05/86	0	09	CHEMICAL UNIT
CAUSE: PLAINTIFF WORKED AS A CHROMIC ACID OPERATOR AT PAINESVILLE PLANT FROM 1952 TO 1976 AND HAS DEVELOPED SMALL CELL CARCINOMA OF THE LUNG ALLEGEDLY AS A RESULT OF EXPOSURE TO CHROMIC ACID FUMES. PLAINTIFF'S ACTION BASED ON BLANKENSHIP DOCTRINE.						
PRUDENTIAL INS. CO. V. JAMES NELSON & DBC	DIB CT, SALINE CNTY, KS	10/15/84	10/19/84	0	09	CHEMICAL UNIT
CAUSE: DISCLAIMER OF INTEREST OF DEFT., THE FARMERS UNION ELEVATOR COMPANY OF LYNNBORG, KANSAS						
RAKSI V DSCC, ET AL (7)	CT OF COM FLS, CUYAHOGA CTY, OH	2/05/85	0/00/00	0	09	CHEMICAL UNIT
CAUSE: PLAINTIFF'S DECEASED WAS EMPLOYED AS A MACHINIST FOR 36 YEARS AND HIS EXPOSURE TO PERCHLORETHYLENE DURING THIS TIME PERIOD ALLEGEDLY CAUSED CANCER OF THE LIVER WHICH WAS DIAGNOSED IN AUGUST 1983 AND RESULTED IN DECEASED'S DEATH ON SEPTEMBER 9, 1983.						
REED, WALLACE B, ET AL VS DSCC	US DIB CT W. DIB WASHINGTON	6/19/85	6/24/85	0	09	CHEMICAL UNIT
CAUSE: PLTF. PURCHASED 40 FOOT VALIANT SAILBOAT AND LATER DISCOVERED BLISTERING ON FIBERGLAS HULL AND DECK. NO DOLLAR AMOUNT SHOWN IN PRAYER						
RHODY, DON F. V. DSCC	HARRIS CTY, DIST. CT., TX	3/27/80	4/25/80	0	09	CHEMICAL UNIT
CAUSE: ALLEGED VIOLATION OF TX STATUTE ART. 8307C-WRONGFUL DISCHARGE FOR FILING WORKER'S COMP. CLAIM						
RICH SUPPLY HOUSE VS. DBC	US. BNK. CT. N. DIST. ILL.	10/04/84	10/17/84	0	09	CHEMICAL UNIT
CAUSE: TRUSTEE/PLTF. PRAYS FOR ORDER AVOIDING TRANSFER OF THE PREFERENTIAL PAYMENT IN THE SUM OF \$4,000 MADE TO DIAMOND(SHAHROCK); ENTER JUDGMENT AGAINST DIAMOND SHAHROCK IN AN AMOUNT TO SAID PREFERENTIAL PAYMENT. ALLEGES THE TRANSFER OF SAID PREFERENTIAL PAYMENT CONSTITUTES A PREFERENCE PURSUANT TO SECTION 547 (B) OF THE U.S. BANKRUPTCY CODE AND IS VOIDABLE BY THE TRUSTEE						
SHREVE, ALICE EXEC. VS DSC	CUYAHOGA CNTY COM FLEAS	7/18/83	7/20/83	0	09	CHEMICAL UNIT
CAUSE: HAZARDOUS LEVELS OF CHROMATE ORE AND/OR CHEMICAL DERIVATIVES OF CHROMATE ORE HUSBAND, FRANK SHREVE, WHO WAS EMPLOYED AT DSCC'S PLANT IN PAINESVILLE DURING THE YEARS 1950-1976 AND WHERE HE WAS REGULARLY AND CONTINUOUSLY EXPOSED TO						

OCC033395

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 19

CASE NAME	EDGUM	FILE DI	SERVE DI	SIG	COMPANY
SMITH, KAREN V DBCC, ET AL (79)	US DIST CT, EAST DIST, TX	9/05/85	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S DECEDENT WAS EMPLOYED BY FORT DRUM OF FORT ARTHUR, TX AS A DRUM CLEANER AND INSPECTOR FROM 1949 TO 1983. HE DIED OF CANCER ON 9/3/83, ALLEGEDLY AS A RESULT OF EXPOSURE TO PETROLEUM PRODUCTS, PESTICIDES AND ADDITIVES WHICH ARE NOT SPECIFIED IN THE COMPLAINT.					
SMITH, N., ET AL VS DBCC	CITY ST. LOUIS, MO., DIV. 1	12/21/84	12/27/84	C	09 CHEMICAL UNIT
CAUSE: PLAINTIFF LOST SIGHT IN RIGHT EYE WHEN DETERGENT POT ALLEGEDLY DESIGNED BY DSC AND CONTAINING DBCC ALKALINE CHEMICAL BURST OPEN AND SPRAYED CHEMICAL ON PLAINTIFF.					
SMITH, PAUL V DBCC, ET AL (20)	SUP CT, CTY OF LOS ANGELES, CA	7/08/83	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS EMPLOYED AS A FILM TECHNICIAN AT HGH LABORATORIES FROM 9/5/72 THROUGH 8/12/80 AND WAS EXPOSED TO TRICHLOROETHYLENE, PERCHLOROETHYLENE, METHYL CHLORFORM AND OTHER SOLVENTS. PLAINTIFF WAS SATURATED WITH ONE OR MORE OF THESE SOLVENTS ON 5/3/80 AS A RESULT OF A SPILL THROUGH A VENT DIRECTLY OVER PLAINTIFF'S WORKBENCH. SUCH EXPOSURE HAS ALLEGEDLY CAUSED PLAINTIFF SEVERE INJURIES, DAMAGES ARE UNSPECIFIED. THRUST OF COMPLAINT IS AGAINST HGH LABS AND ITS PARENT HGH FILM CO FOR FAILURE TO MAINTAIN SAFE WORKPLACE. SOLVENTS MANUFACTURERS ARE CHARGED WITH INADEQUATE WARNING.					
BORZ ET AL. V. DIAMOND SHAHROCK, ET AL. (2)	COMMON PLEAS CT, CUYAHOGA CTY,	12/30/85	0/00/00	0	09 CHEMICAL UNIT
CAUSE: DEFENDANTS DSC AND ITS REALTOR, HGH HILLTOP REALTORS, ALLEGEDLY SOLD TO THE PLAINTIFFS A WICKLIFFE, OHIO HOUSE WHICH DEFENDANTS KNEW TO HAVE LEAKING BASEMENT WALLS, WHICH CONDITION WAS ALLEGEDLY NOT DISCLOSED TO THE BUYER.					
SOTO, G.R. VS. DBCC	SUPERIOR CNTY. LOS ANGELES	12/05/84	12/07/84	C	09 CHEMICAL UNIT
CAUSE: ALLEGED NEGLIGENCE RESULTING IN PERSONAL INJURIES					
SPURDEON, W. P. VS DBCC		0/00/00	0/00/00	0	09 CHEMICAL UNIT
CAUSE: ASENT ORANGE CLAIM					
STARK, ALI O., JR. V DBCC	SUP CT OF CA, CTY OF LA	5/07/84	5/07/84	0	09 CHEMICAL UNIT
CAUSE: ONE OF 29 RELATED FILM INDUSTRY CASES ALLEGING EXPOSURE TO VARIOUS CHEMICALS					
STEVENS, HEATHER L. VS DSC	254TH JUD DIS CT DALLAS COUNTY	6/03/85	6/03/85	0	09 CHEMICAL UNIT
CAUSE: MOVANT PRAYS THE COURT TO SET MOTION OF HEARING TO AUTHORIZE RESPONDENT AND EMPLOYER TO WHICH EMPLOYER WITHHOLD FROM THE DISPOSABLE EARNINGS OF RESPONDENT EACH PAY PERIOD AN AMOUNT SUFFICIENT TO PAY AND DISCHARGE IN FULL THE CHILD SUPPORT OBLIGATIONS OF RESPONDENT, PAST, PRESENT AND FUTURE, ETC.					

OCC033396

DATE: 8/31/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LGG200
PAGE: 19

CASE_NAME	EDSUB	FILE_DT	SERVE_DT	SIB	COMPANY
STOYTS, CHARLES F. ET AL., VS DBCC CAUSE: PLTF. PURCHASED 40 FOOT VALIANT SAILBOAT AND LATER DISCOVERED BLISTERING ON FIBERGLASS HULL AND DECK. NO DOLLAR AMOUNT SHOWN IN PRAYER	US DIS CT WESTERN DIST OF WA	6/20/85	6/24/85	0	09 CHEMICAL UNIT
TAYLOR V DBCC CAUSE: ALLEGED LOST WAGES FOR WRONGFUL DISCHARGE OCCURRING AFTER PLAINTIFF SUFFERED INJURIES ON THE JOB AND HAD TO MISS WORK.	GEN CT,SUP CT DIV,NC, CTY OF	11/13/85	11/19/85	0	09 CHEMICAL UNIT
TAYLOR, MILDRED VS DBC CAUSE: COMPLAINT AND JURY DEMAND.	COM CRT PLS CUYAHOGA CNTY OHIO	8/08/83	8/10/83	0	09 CHEMICAL UNIT
THEIN, STEPHEN B., JR. VS DBCC CAUSE: PLAINTIFF PURCHASED 40 FOOT SAILBOAT AND LATER DISCOVERED BLISTERING ON FIBERGLASS HULL AND DECK. NO DOLLAR AMOUNT SHOWN IN PRAYER	US DIS CT W. DIST WASHINGTON	6/19/85	6/24/85	0	09 CHEMICAL UNIT
TURNER AT AL V DBCC CAUSE: 104 PLAINTIFFS SEEK SEVERANCE PAY AS THE RESULT OF THE SALE OF THE PLASTICS BUSINESS TO ETHYL CORP IN APRIL 1982. PLAINTIFFS WERE NOT PAID SEVERANCE BECAUSE THEY KEPT THEIR JOBS WITH ETHYL.	SUP CT, NEWCASTLE CTY, DE	1/06/86	1/09/86	0	09 CHEMICAL UNIT
U.S. V NEW CASTLE CTY, ICI ET AL. CAUSE: 1/1/69-7/31/71 - CERCLA ACTION FOR COST OF CLEAN-UP AT TYBOUBTS CORNER SITE WITHIN MILE OF DELAWARE CITY PLASTICS PLANT. DIAMOND IS ONE OF THE SOME 30 THIRD-PARTY DEFENDANTS BROUGHT INTO ACTION BY DEFENDANT ICI AMERICAS, INC. DIAMOND'S RECORDS AND INTERVIEWS INDICATE THAT ONLY PAPER WASTES, NO INDUSTRIAL WASTES, WERE TRANSPORTED TO TYBOUBTS IN 1969-1971 TIME PERIOD.	U.S. DIST. CT, DIST OF DE	7/12/85	7/12/85	0	09 CHEMICAL UNIT
U.S.A. OF AMERICA VS. NEW CASTLE COUNTY ET AL CAUSE: STIPULATIONS EXTENDING TIME		7/01/85	7/09/85	0	09 CHEMICAL UNIT
VAIHINGER V DBCC, ET AL. (10) CAUSE: PLAINTIFF WORKED IN THE LEATHER PROCESSING INDUSTRY FROM 1980 TO 1983. HE IS IN HIS MID-30'S AND IS SUFFERING FROM BLADDER CANCER ALLEGEDLY CAUSED BY OCCUPATIONAL EXPOSURE TO PERCHLOROETHYLENE.	COM PLS, PHILADELPHIA CTY, PA	7/17/85	0/00/00	0	09 CHEMICAL UNIT
WALKER, LILLIAN, ET AL (5) V DBCC, ET AL CAUSE: MS. WALKER AND THE FOUR OTHER PLAINTIFFS WERE EMPLOYED BY STEHCO MANUFACTURING COMPANY IN LONGVIEW, TX FOR DIFFERENT PERIODS OF TIME BETWEEN 1967 AND 1981. PLAINTIFFS CLAIM THAT DIAMOND AND OTHER DEFENDANTS SOLD ME CL AND TCE TO DELTA SOLVENTS & CHEMICALS CO. WHICH WERE RESOLD TO STEHCO AND EXPOSURE TO WHICH CAUSED PLAINTIFFS' VARIOUS DISABLING, PRIMARILY RESPIRATORY, INJURIES.	DIST CT, HARRISON CTY, TX	3/30/83	0/00/00	0	09 CHEMICAL UNIT

OCC033397

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHARROCK CORPORATION

LOG200
PAGE: 20

CASE_NAME	EDBLM	FILE_DT	SERVE_DT	SIB	COMENY
WALL V DBCC, ET AL (5)	SUP CT, NORFOLK CTY, MASS	10/15/85	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF WAS EMPLOYED FROM OCTOBER 1981 TO JANUARY 10, 1984 AS A MACHINIST BY DDFORD ELECTRONICS, INC. AND WAS EXPOSED TO 1,1,1-TRICHLOROETHANE MANUFACTURED BY DOW AND PFB AND SOLD TO DDFORD THROUGH A DISTRIBUTOR. GENERAL CHEMICAL, BY DIAMOND (DOW PRODUCT) AND ICI AMERICAS (PFB PRODUCT). PLAINTIFF CLAIMS BREACH OF WARRANTY AND FAILURE TO WARN OF TOXIC PROPERTIES OF THE PRODUCT, INCLUDING TOXIC EFFECTS ON THE CENTRAL NERVOUS SYSTEM AND VISUAL IMPAIRMENT.					
WALLACE, ET AL V DBC	US DBT CT NO DIST OF OHIO	0/00/00	0/00/00	0	09 CHEMICAL UNIT
CAUSE: NO CAUSE ON FILE					
WEIGAND, A.J. INC. V DBCC, ET AL (2)	CT OF COM PLS, FRANKLIN CTY, OH	7/31/84	0/00/00	0	09 CHEMICAL UNIT
CAUSE: WHILE WEIGAND WAS TRANSPORTING A LOAD OF SPENT SULPHURIC ACID FOR DIAMOND FROM THE BELLE PLANT, WEIGAND'S TANK TRUCK BUCKLED IN THE MIDDLE, RELEASING 270 GALLONS OF ACID INTO THE ATMOSPHERE IN NELSONVILLE, OHIO. THE LEAK IS ALLEGED TO HAVE OCCURRED AS A RESULT OF DIAMOND'S SHIPPING ACID WITH HIGHER CORROSION CHARACTERISTICS THAN ALLOWED BY THE U.S. BUREAU OF EXPLOSIVES. WEIGAND BEGINS TO RECOVER \$60M IN DAMAGES INCURRED IN LOSS OF THE TRUCK, AND PAYMENT OF CLAIMS TO THIRD PARTIES INJURED BY THE SPILL. (FRIEHAUF, DIAMOND'S CO-DEPENDANT IS SUED FOR MANUFACTURING A TRUCK SUSCEPTIBLE TO CORROSION BY ACID, KNOWING THAT THE TRUCK WOULD BE USED TO TRANSPORT ACID).					
WENDT V DIAMOND SHARROCK, ET AL (2)	DIST CT, HATBORO CTY, TX	4/21/82	0/00/00	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF HAS SECURED A \$12.4MM JUDGMENT FOR DEATH OF FRIZE BULL CAUSED BY APPLICATION OF VAPORA					
WILSON HUGH D. VS UNIFLITE INCLUDING DBCC	SUP CRT WASHINGTON KING COUNTY	3/29/85	4/04/85	0	09 CHEMICAL UNIT
CAUSE: BREACH OF CONTRACT RE, VALIANT 40 SAILBOAT, NO DOLLAR AMOUNT SHOWN IN PRAYER					
WITECZEK, CHRISTINA VS DBCC	CT COM PLS CUYAHOGA CNTY OHIO	6/07/85	6/12/85	0	09 CHEMICAL UNIT
CAUSE: PLAINTIFF'S RECEIENT DIED ON JUNE 1, 1983 AT AGE 45 AS A RESULT OF A BRAIN TUMOR ALLEGEDLY CAUSED BY HIS EXPOSURE, WHILE EMPLOYED IN THE DBC HERBICIDE AND PESTICIDE DEPARTMENT, TO HAZARDOUS CHEMICALS INCLUDING PYRIDAZINONE					
4H LINEN & UNIFORM SUPPLY CO., INC. VS. DBC	212 J.D. COURT BALVEBION CNTY	5/30/86	6/03/86	0	09 CHEMICAL UNIT
CAUSE: BREACH OF WARRANTY					

OCC03398

DATE: 8/31/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHARROCK CORPORATION

LD9200
PAGE 21

CASE_NAME: 4M LINEN & UNIFORM SUPPLY, ET AL (2)
EODUM: DIST CT OF GALVESTON CITY, TX
FILE_OR_SERVE_OR_BIS_COMPANY: 5/20/86 5/30/86 0 09 CHEMICAL UNIT

CAUSE: PLAINTIFF CLAIMS THAT IN EARLY 1985, DIAMOND (TCI) AND ITS DISTRIBUTOR, U. F. BALLARD AND COMPANY, INC., SOLD PLAINTIFF CERTAIN LAUNDRY PRODUCTS INCLUDING TEX-BLAT WHICH WERE WARRANTED AS AME TO KILL MILDEN. PLAINTIFF CLAIMS IT SUFFERED \$198,885.00 IN DAMAGES FROM STAINING, LOSS OF LINEN, AND RECYCLING COSTS DUE TO PROBLEMS CREATED BY MILDEN. PLAINTIFF SEEKS TO HAVE IT DAMAGES TREBLED UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT, AND ALSO SEEKS \$25,000 IN ATTORNEY'S FEES (\$40,000 IF THERE IS AN APPEAL).

TOTAL # OF CASES: 143

OCC033399

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHARROCK CORPORATION

L86200
PAGE: 1

CASE NAME	EDSUM	FILE_DATE	SERVE_DATE	RIS	COMPANY
		0/00/00	0/00/00	0	00 CORPORATE
CAUSE:					NO CAUSE ON FILE
		0/00/00	0/00/00	0	00 CORPORATE
CAUSE:					NO CAUSE ON FILE
AGENT ORANGE MDL		7/26/85	7/26/85	0	00 CORPORATE
CAUSE:					NO CAUSE ON FILE
ARZ ACRES INC VS. SATELLITE BUSINESS SYSTEMS	COMH PLB COURT CUYAHOGA CTY OH	7/17/86	7/21/86	0	00 CORPORATE
CAUSE:	DISMISSAL WITHOUT PREJUDICE AS TO DEFENDANT DIAMOND SHARROCK CORPORATION				
BRADY IRON & METAL INC. VS DSC	BUP CRT NEW JERSEY ESSEX CNTY	6/25/84	6/29/84	0	00 CORPORATE
CAUSE:	PLAINTIFF DEMANDS JUDGMENT FOR PUNITIVE & COMPENSATORY DAMAGES, COSTS, INTERESTS. ALLEGES DAMAGES SUSTAINED DUE TO CLOSURE OF ITS FACILITY THROUGH CONTAMINATION OF CERTAIN MATERIALS KNOWN AS DIOXIN SUPPLIED BY DEFENDANTS				
BRENNAN, J. ET AL VS DSC	BUP CRT N. JERSEY ESSEX CNTY	6/17/85	6/24/85	0	00 CORPORATE
CAUSE:	PLAINTIFF REQUESTS A PRELIMINARY & PERMANENT INJUNCTION REQUIRING DEFENDANT TO REMOVE ALL TOXIC & HAZARDOUS SUBSTANCES FROM THE ENVIRONMENT SURROUNDING 80 LISTER AVENUE IN ESSEX COUNTY, NEW JERSEY				
CALKINS V DIAMOND B INC. ET AL	SAN FRANCISCO SUPERIOR COURT	1/11/85	0/00/00	0	00 CORPORATE
CAUSE:	WRONGFUL DEATH, NEGLIGENCE, ULTRA-HAZARDOUS ACTIVITY, TRESPASS, NUISANCE, ABSOLUTE LIABILITY, BATTERY, VIOLATION OF STATUTE, WILLFUL WANTON AND RECKLESS CONDUCT, INTENTIONAL AND NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS.				
DB COAL CORPORATION		0/00/00	0/00/00	0	00 CORPORATE
CAUSE:					NO CAUSE ON FILE
DBCC V AETNA CASUALTY AND SURETY CO.	BUP. CRT NEW JERSEY CO MORR CN	9/19/84	9/19/84	0	00 CORPORATE
CAUSE:	CIVIL ACTION COMPLAINT				
DBCC V. AETNA (UNIFLITE)	SUP. CRT ST CA CNTY SAN FRAN.	6/28/85	6/28/85	0	00 CORPORATE
CAUSE:	COMPLAINT FOR DECLARATORY RELIEF				

OCC033400

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

L68200
PAGE: 2

CASE NAME	COURT	FILED IN	SERVE IN	SIB	COMPANY
DSCC, U. GIBRALTAR CASUALTY COMPANY, ET AL	DIS CRT TRAVIS CY TX 147 JD	1/30/86	1/30/86	0	00 CORPORATE
CAUSE: DECLARATION THAT THE CONTRACTS OF INSURANCE DETAILED BELOW ARE IN EFFECT, FULLY ENFORCEABLE AND PROVIDE COVERAGE. PLTF ALSO SEEKS AFFIRMATIVE RELIEF UNDER STATUTORY AND COMMON LAW OF TEXAS					
DSCC VS AETNA CASUALTY AND SURETY COMPANY	SUP CT NEW JESSEY MORRIS CNTY	9/19/84	9/19/84	0	00 CORPORATE
CAUSE: CIVIL ACTION COMPLAINT					
GRAY N. VS DIAMOND SHAHROCK CORP., ET AL	SUP CRT NEW JERSEY ESSEX CNTY	3/21/85	3/29/85	0	00 CORPORATE
CAUSE: EXPOSURE TO DIOXIN AND OTHER CHEMICALS DURING EMPLOYMENT AT 80 LISTER AVENUE, NEW JERSEY BETWEEN 1950 AND 1959					
HUEB, ELTON JR. ET AL VS WARREN PETROLEUM COMPANY	344 JUD DIS CRT CHAMBERS CY TX	9/26/85	1/01/85	0	00 CORPORATE
CAUSE: SEEKING \$20,000,000.00 FOR DAMAGES SUSTAINED BY PLTF. DUE TO NOXIOUS GASES AT SURFACE LEVELS IN EXPLOSIVE QUANTITIES DUE TO NEGLIGENCE OF DEFENDANT IN STORING PROPANE AND ETHANE IN WELLS IN THE MONT BELVIEU SALT DOME					
HUEB, ELTON VS WARREN PETROLEUM CO INCL, DSC	344TH JUD DIST CRT CHAMBERS CN	3/11/85	3/12/85	0	00 CORPORATE
CAUSE: PLAINTIFF ALLEGING DEFENDANTS NEGLIGENCE IN OPERATING THEIR PITS IN SUCH A MANNER AS TO ALLOW THE INTRODUCTION OF OXYGEN INTO THE BRINE. SEEKING DAMAGES IN THE SUM OF \$20,000,000.00					
IRONBOUND HEALTH RIGHTS ADVISORY COMMISSION VS. DS SUPR. CRT. N. J. CH. DIV ES CY		8/01/83	8/03/83	0	00 CORPORATE
CAUSE: MULTIPLE					
JOHNSON THOMAS & LUCINDA VS. GENSCO	13TH J.D.C. NAVARRO CNTY TX	6/11/96	6/12/86	0	00 CORPORATE
CAUSE: PERSONAL INJURY SUIT AS THE RESULT OF AN AUTOMOBILE COLLISION, SEEKING DAMAGES IN AN UNSTATED AMOUNT.					
JUDSON INDEPENDENT SCHOOL DISTRICT VS. GENSCO	BEXAR COUNTY TEXAS DISTRICT CT	6/04/86	6/24/96	0	00 CORPORATE
CAUSE: PLTF. REQUEST THAT THEY BE RELEASED AND DISCHARGED FROM ALL LIABILITY TO DEFT ON ACCOUNT OF OR ANY ARISING OUT OF FINAL PAYMENT FUND RE: SPECIAL EDUCATION CENTER BUILDING PROJECT ALSO SEEKS ATTY FEES.					
KREHL RINI J. VS DIAMOND SHAHROCK CORPORATION	USDC NORTHERN DIST ILLINDIS ED	3/05/86	3/06/86	0	00 CORPORATE
CAUSE: A SUIT SEEKING UNSTATED AMOUNT, ALLEGING DECEPTIVE TRADE PRACTICES CONCERNING REPRESENTATIONS MADE CONCERNING A RETIREMENT PLAN					

OCC033401

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAMROCK CORPORATION

LGG200
PAGE: 3

CASE NAME	EQUUM	FILE_DT	SERVE_DT	SIS	COMPANY
LAMOREAUX, RALPH ET AL V. DSC	SUP. CRT. OF NEW JERSEY ES CY	6/13/83	6/13/83	0	00 CORPORATE
CAUSE: COMPLAINT AND DEMAND FOR JURY TRIAL - CIVIL ACTION-CLASS ACTION					
Laurie Alfred W. vs. Diamond Shamrock Corp.	SUP CRT OF CALIF CNTY ALAMEDA	4/28/86	4/30/86	0	00 CORPORATE
CAUSE: COMPLAINT FOR ALLEGED NEGLIGENCE RESULTING IN PERSONAL INJURIES					
MARQUES, MICHAEL VS DSC	SUP CT NEW JERSEY ESSEX CNTY	11/10/83	11/22/83	0	00 CORPORATE
CAUSE: COMPLAINT AND DEMAND FOR JURY					
MOBLEY DONALD V FALCON SEABOARD INC.	133RD JUD DIST HARRIS CNTY TX	8/20/85	8/25/85	0	00 CORPORATE
CAUSE: NO CAUSE ON FILE					
MORRISSEY CHARLES VS DSC	SUP CT NEW JERSEY MONMOUTH CY	5/09/84	5/30/84	0	00 CORPORATE
CAUSE: COMPLAINT AND DEMAND FOR TRIAL BY JURY					
NUGENT JAMES V DIAMOND SHAMROCK CORPORATION	U.S. DIST CRT NORTH DIS TX DAL	5/11/84	5/11/84	0	00 CORPORATE
CAUSE: AGE DISCRIMINATION, ETC					
SHELL OIL V. WINTERTHUR INCL. DSC	SAN MATEO SUPERIOR COURT	7/17/86	7/22/86	0	00 CORPORATE
CAUSE: SUIT AGAINST FROUDE AND COMPANIES AND OTHER OF ITS PRIMARY AND EXCESS CARRIERS WHICH ISSUED GENERAL LIABILITY INSURANCE TO SHELL FROM APPROXIMATELY 1940 TO 1943. SHELL SEEKS A DECLARATION REGARDING ITS COVERAGE FOR CERTAIN POL. INCI					
SNYDER VS. DIAMOND SHAMROCK CORP.	JEFFERSON CTY, OHIO	2/01/85	2/07/85	C	00 CORPORATE
CAUSE: ALLEGED NEGLIGENCE RESULTING IN PERSONAL INJURIES. SEEKING INDEMNIFICATION					
STANDARD MACHINE & EQUIPMENT CO VS. DSC	LAKE COUNTY COMMON PLEAS	6/17/86	6/27/86	0	00 CORPORATE
CAUSE: DEFENDANT HAS BREACHED THE AGREEMENT BY REMOVING PROPERTY AND AS A RESULT THE PLAINTIFF HAS NOT BEEN ABLE TO USE THE STORAGE WHICH WAS ABLE TO BE LEASED BY THE PLAINTIFF IN THE PAST AS AGREED IN THE LEASE CONTRACT.					
STANDARD MACHINE & EQUIPMENT CO. VS DSC	CRT OF COM PLEAS LAKE CNTY OH	6/17/86	6/27/86	0	00 CORPORATE
CAUSE: DEF'T HAS BREACHED THE AGREEMENT BY REMOVING PROPERTY AND AS A RESULT THE PLTF HAS NOT BEEN ABLE TO USE THE STORAGE WHICH WAS ABLE TO BE LEASED BY THE PLTF IN THE PAST AS AGREED IN THE LEASE CONTRACT.					

OCC033402

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LBB200
PAGE: 4

CASE_NAME	COURT	FILE_DATE	REVE_DATE	SIG	COMPANY
VUCCOLO, MARY ANN AD PROB EST. OF LUCY VUCCOLO	SUP. CRT N.J. ESSEX CNTY	7/12/85	7/15/85	0 00	CORPORATE
CAUSE: MULTIPLE, PROPERTY DAMAGES					
WALBROOK INSURANCE CO VS. DIAMOND SHAHROCK CORP.	USDC BOUTHERN DIV TX GALVESTON	9/04/85	9/04/85	0 00	CORPORATE
CAUSE: UNDERWRITERS REPRESENTED BY WALBROOK, NOR JEREMY PHILLIPS, OR ANY OTHER LLOYDS UNDERWRITER HAS ANY LIABILITY UNDER ANY POLICY TO INDEMNITY DFND. FOR ANY					
WILLIAMS BERT ET AL VS DOW CHEMICAL COMPANY INCL D BRAZORIA CNTY TEXAS 239TH JDC		7/01/86	7/03/86	0 00	CORPORATE
CAUSE: CLASS ACTION ALLEGING DAMAGES TO PLTFS. REAL PROPERTY DUE TO TOXIC PESTICIDES MANUFACTURED BY THE DEFENDANTS, SEEKING DAMAGES IN THE SUM OF \$3,000,000.00 PLUS OTHER RELIEF, INJUNCTIVE RELIEF TO ENJOIN DEFTS. ENGAGING IN FUTURE COND					

TOTAL # OF CASES: 32

OCC03403

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LB0200
PAGE: 1

CASE NAME	EDSLJ	FILE DI	SERVE DI	SIS	COMPANY
? V. COMMONWEALTH PETROLEUM, INC. CAUSE: (SUIT FILE #827-1) STATEMENTS OF LIEN		5/17/82	0/00/00	0	04 EXPLORATION AND PRODUCTIO
ALDRIDGE, BEVERLY H. ET AL V. DSC ET AL CAUSE: (SUIT FILE #627) FAILURE TO PAY ROYALTIES ON PLAINTIFF'S 50% WORKING INTEREST IN THAT CERTAIN OIL & GAS MINING LEASE DATED 2/04/38.	29TH D.C., ERATH CO., TX	0/00/00	5/03/78	0	04 EXPLORATION AND PRODUCTIO
ALBTON, JOANN ET AL V. DSC ET AL CAUSE: (SUIT FILE #795) THIS IS A SUIT FOR INTEREST FOR FRAUDULENTLY WITHHOLDING ROYALTY PAYMENTS AND FOR INCREASED ROYALTY.	CH.C. FRANKLIN CO., OZARK DIST	0/00/00	10/12/81	0	04 EXPLORATION AND PRODUCTIO
APACHE CORP. V. DAVID B. ENGLE, ET AL CAUSE: (SUIT FILE #1012) DEFENDANTS HAVE FAILED TO ASSIGN WORKING INTEREST IN FEDERAL LEASE W-81895 TO PLAINTIFF IN ACCORDANCE WITH TERMS OF FARMOUT AGREEMENT.	U.S.D.C., DIST. OF WY	9/16/85	0/00/00	0	04 EXPLORATION AND PRODUCTIO
ARCTIC SLOPE REG. CONST. CO., INC., ET AL V. SOHIO U.S.D.C. DIST. OF ALABAMA CAUSE: (SUIT FILE #939) PLAINTIFF SEEKS PAYMENT FOR Sums CLAIMED TO BE DUE UNDER CONTRACT FOR CONSTRUCTION OF HUKLUK ISLAND. DEFENDANT HAS COUNTERCLAIMED FOR ALLEGED DAMAGES TO ITS TUGS AND BARGES USED IN THE CONSTRUCTION OPERATION.		4/15/84	0/00/00	0	04 EXPLORATION AND PRODUCTIO
ARNOLD, DORIS ADAMI ET AL V. BAR H PETRO. CO., ET CAUSE: (SUIT FILE #800) ACTION TO CANCEL LEASE; FAILURE OF LESSEE TO OPERATE AND DEVELOP LEASE.	11TH J.D.C. WEBB CO., TX	5/26/83	0/00/00	0	04 EXPLORATION AND PRODUCTIO
ATKINSON, J. L. V. APACHE CORP. V. DBEC OF CANADA CAUSE: (SUIT FILE #989) PLAINTIFF SEEKS TO ESTABLISH OWNERSHIP OF DRR1 AND ACCOUNTING FOR SAME (ESTIMATED TO BE VALUED AT \$398,000 AS OF 10-1-85) TOGETHER WITH OTHER ROYALTIES FOUND DUE AND PAYABLE AND INTEREST, AND CDBTS. SUIT COMPLI- CATED BY INTERVAL STRUCTURE OF NNA AND ITS DEALINGS WITH APACHE AND MERGER OF NNA INTO DB.	J.D.C. CALDARY, ALBERTA	0/00/00	0/00/00	0	04 EXPLORATION AND PRODUCTIO
BASIN EXPLORATION V8 DSC CAUSE: SUIT TO QUIET TITLE ON LAND IN LARAMIE COUNTY, WYOHING, IN WHICH DEFENDANT IS ALLEGED TO HAVE AN INTEREST	LARAMIE CNTY. DIST. CT 16T JD	10/03/84	10/09/84	0	04 EXPLORATION AND PRODUCTIO
BISTATE OIL CO. V. DSC CAUSE: (SUIT FILE #930) CONTROVERSY INVOLVING AMOUNT DUE FROM PLAINTIFF TO DEFENDANT ARISING OUT OF PLAINTIFF'S ASSUMPTION OF INTEREST FROM THIRD PARTY.	U.S.D.C. SOUTHERN DIST. NY	0/00/00	5/18/84	0	04 EXPLORATION AND PRODUCTIO

OCC033404

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LGG200
PAGE: 2

CASE NAME	EDSLN	FILE_DT	SEQUE_DT	SIS	COMPANY
BONNER, PHYLLIS ET VIR V. DSC & DSEC	U.S.D.C. EASTERN DIST. LA	0/00/00	8/30/84	0	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #948) SUIT FOR PERSONAL INJURIES AND DAMAGES ALLEGEDLY SUSTAINED ON OR ABOUT 9-4-83 ABOARD A PRODUCTION PLATFORM OFFSHORE LOUISIANA.					
BOUDREAUX, RODDY V. PENNZOIL COMPANY	U.S.D.C. EASTERN DIST. LA	5/15/85	0/00/00	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #991) OFFSHORE PERSONAL INJURY SUIT UNDER THE GENERAL MARITIME LAW ON A PENNZOIL OPERATED PLATFORM.					
BOYDBTUN, KEITH F. V. HORAN BROS. INC.	U.S.D.C., DIST. OF KS	0/00/00	0/00/00	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #798) PERSONAL INJURIES - DS NOT A PARTY TO SUIT. DEFENSE TENDERED TO US UNDER AN INDEMNIFICATION PARAGRAPH CONTAINED IN OUR DRILLING CONTRACT WITH HORAN BROS., INC. DATED 7/07/80 COVERING THE DRILLING OF OUR HARVEY C. FIELDSMAN NO. 2 WELL, MEADE COUNTY, KS.					
BRADDOCK, PAUL G. ET AL V. DSC	59TH D.C., SHERMAN CO., TX	12/28/78	1/05/79	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #647) PLAINTIFFS SEEK PAYMENT FOR ADDITIONAL ROYALTIES ON NATURAL GAS CLAIMED DUE UNDER TERMS OF OIL, GAS AND MINERAL LEASES COVERING LANDS IN OCHILTREE COUNTY, TEXAS SETTLED FOR PAYMENT OF \$11,471.74 TO HOMER L. HAILE AND \$10,559.00 TO THE FIRST STATE BANK OF STRATFORD, TEXAS, AS IND. EXECUTOR AND TESTAMENTARY TRUSTEE OF THE ESTATE AND UNDER THE WILL OF ARLYN HAILE, DECEASED					
BRADEN, DALE B. V. DS	D.C., POPE CO., ARK	0/00/00	8/23/85	0	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #998) CLAIM FOR UNPAID ROYALTIES					
BRADFORD'S OILFIELD EQUIP. CO., INC. V. DSC ET AL	39TH J.D.C. RED RIVER P., LA	4/08/82	0/00/00	0	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #920) WRIT OF SEQUESTRATION ORDERING SHERIFF BY AN ORDER GRANTED 4/08/82 TO TAKE, SEQUESTER AND KEEP IN CUSTODY THE FOLLOWING PROPERTY: RUSH, ET AL NO. 1 WELL, ALL MATERIALS, SUPPLIES AND EQUIPMENT, ETC. LOCATED THEREON AND SEEKING THE SUM OF \$24,299.44, ETC.					
DRENSING, GEORGIA ET AL V. DSC, ET AL	D.C. KIOWA CO., KS	9/30/85	10/03/85	0	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #1006) QUIET TITLE SUIT ON REAL ESTATE IN KIOWA CO., KS IN WHICH WE MAY CLAIM AN INTEREST.					
BROWN, ELBIE I. ET AL V. ACHE OIL CORP., ET AL	D.C. KIOWA CO., KS	0/00/00	12/28/81	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #908) SUIT TO DISSOLVE THE NICHOLS UNIT AND TO CANCEL VARIOUS OIL AND GAS LEASES FOR FAILURE TO PRODUCE IN PAYING QUANTITIES AND FOR FAILURE TO REASONABLY DEVELOP THE UNIT.					

00033405

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 3

CASE_NAME	FORUM	FILE_DT	REV_DT	SIS	COMPANY
BROWN, O.B. ET AL V. MOBIL OIL CORPORATION, ET AL	D.C. STEVENS CO., KS	0/00/00	4/29/71	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #394) SEEKING ROYALTIES FOR HELIUM OR CANCELLATION OF OIL AND GAS LEASES.					
BRUER, WESLEY G. ET AL V. REICHHOLD ENERGY CORP.	CIR.C. COLUMBIA CO., OR	12/20/84	0/00/00	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #966) 1. ACTION BROUGHT ALLEGING BREACH OF CONTRACT FOR FAILURE TO PAY CERTAIN OVERRIDING ROYALTIES. DECLARATORY RELIEF ALSO BOUGHT. 2. COUNTER-CLAIM BROUGHT ALLEGING BREACH OF CONTRACT, REQUESTING QUIET TITLE, MONETARY & DECLARATORY RELIEF.					
BYRD, CORTEZ, ET AL V. PARKER ENERGY RESOURCES, IN 22ND J.D.C., WASH. PARISH, LA	10/01/85	0/00/00	0	04 EXPLORATION AND PRODUCTIO	
CAUSE1 (SUIT FILE #1015) PETITION FOR DECLARATORY JUDGMENT SEEKING UNSPECIFIED AMOUNT FOR BREACH OF CONTRACT.					
CAHOLA, W.H. WEBB V. GALLEY SERVICES, INC., ET AL	U.S.D.C. EASTERN DIST. LA	0/00/00	0/00/00	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #992) INSURANCE SUIT					
CELERON OIL & GAS CO. V. RRC (INC. DBEC)	D.C. TRAVIS CO., TX	9/20/85	0/00/00	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #1008) PLAINTIFF DEMANDS THAT THE RRC HOLD A HEARING ON HIGH PERFORATIONS.					
CHALFANT JAMES W VS DB EXPLORATION CO	DIS CRT ROGER HILLS CNTY OK	1/10/86	1/13/86	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 PLAINTIFF PRAYS FOR DAMAGES IN THE SUM OF \$50,000.00 DUE TO THE PROPERTY DAMAGES DURING DRILLING OPERATIONS LOCATED IN ROGER HILLS COUNTY, OKLAHOMA					
CLARY, ROBERT LEE V. DBC	U.S.D.C. WESTERN DIST. LA	5/30/85	0/00/00	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #990) SUIT FOR PERSONAL INJURIES UNDER THE GENERAL MARITIME LAW ON A DB OPERATED PLATFORM.					
COLUMBIA SAVINGS ASSN. V. THOMAS H. PILLOW, ET AL	D.C. DECATUR CO., KS	10/28/85	0/00/00	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #1013) MORTGAGE FORECLOSURE ON REAL ESTATE IN DECATUR COUNTY, KS IN WHICH DEFENDANTS MAY CLAIM AN INTEREST.					
COOK, CLAYTON G. ET UX V. MOBIL OIL CORPORATION	U.S.D.C. W. DIST LA, ALEXANDRI	3/02/84	0/00/00	0	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #920) PLAINTIFF CLAIMS PERSONAL INJURIES WHILE WORKING ON THE FIXED PLATFORM IN THE FEDERAL OCS BLOCK, MAIN PASS 73, "A" PLATFORM.					

OCC033406

DATE: 9/01/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

L88200
PAGE: 4

CASE_NAME	EDGUM	FILE_DT	SRVE_DT	BIB	COMPANY
COON, DARLENE L. V. DBE, ET AL	S.C. ARIZONA, MARICOPA CO.	0/00/00	7/31/85	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #994) PLAINTIFF BEEKS DAMAGES AND ALLEGED NEGLIGENCE RESULTING IN INJURIES AS A RESULT OF COLLISION OF VEHICLES ON 4/15/83 IN GUADALUPE CO., NH, ON I-40 NEAR THE 284 EXIT.					
COOPER, JEANNETTE W. ET AL V. DBEC, ET AL	3RD D.C. LINCOLN PARISH, LA	0/00/00	7/23/85	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #997) SUIT FOR PERSONAL INJURIES AND WRONGFUL DEATH OF DAVID LEE WEST IN EXPLOSION ON 2/15/85.					
CRAFT, RICHARD ET UX V. PDECP DRILLING, INC. ET AL	U.S.D.C. EASTERN DIST. LA	0/00/00	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #993) OFFSHORE PERSONAL INJURY FILED UNDER THE JONES ACT AND GENERAL MARITIME LAW ON A MOBIL OPERATED PLATFORM.					
DAVIS, BRIAN K. V. DBEC	J.S.D.C. E. D. LA, NEW ORLEANS	0/00/00	1/25/84	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #909) COMPLAINT FOR DAMAGES, ALLEGING PERSONAL INJURY ON DR ABOUT 4/19/83 WHILE PLAINTIFF WAS EMPLOYED AS PRODUCTION PUMPER ON FIXED OIL PLATFORM IN VERHILION BLOCK 37.					
DECADE EXPLORATION ASS., INC., V. DSC	BOTH J.D.C. HARRIS CO., TX	6/16/83	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #802) 1. ACTION FOR NON-PAYMENT UNDER AGREEMENT FOR GEDPHYSICAL INTERPRETATION SERVICES; 2. COUNTERCLAIM BY DB - BREACH OF AGREEMENT AND DECEPTIVE ACT OR PRACTICE (\$4,000,000)					
DESHAR, FRED V. DYNA-SEA, INC., ET AL	U.S.D.C. EASTERN DIST. OF LA	2/07/85	0/00/00	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #974) OFFSHORE PERSONAL INJURY UNDER THE JONES ACT AND GENERAL MARITIME LAW TO RECOVER DAMAGES OCCURRING ON 9-13-84 ON A PLATFORM OPERATED BY MCHORAN EXPLORATION COMPANY.					
DINGEB, DEHUB F. ET AL V. DBEC	D.C. TREGO CO., KS	2/04/85	2/11/85	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #971) PLAINTIFFS WANT TO FORECLOSE A MORTGAGE IN THE AMOUNT OF \$700,000. DBEC CONTENDS ITS LEASES ARE SUPERIOR IN TITLE TO THE MORTGAGE.					
DSC V. ANDERSON, EDMOND A. ET UX	72ND D.C., LUBBOCK CO., TX	0/00/00	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #771) DAMAGE OF LAND BY MOVING A DRILLING RIG, DIGGING BLUSH PITS, ETC.					

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DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE 5

CASE NAME	CORP	FILE_DT	BEVE_DT	BIG	COMPANY
DBS V. FINION OIL COMPANY	U.S.D.C. WESTERN DIST. OK	9/22/82	0/00/00	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #845) COLLECTION OF UNPAID ACCOUNTS ARISING OUT OF JOINT DRILLING VENTURES.					
DBS V. ZINKE & TRUBSO, LTD.	U.S.D.C. WESTERN DIST., OK	8/31/82	0/00/00	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #839) ORIGINALLY BEGAN AS A COLLECTION SUIT FOR UNPAID PORTION OF COSTS OF DRILLING AND COMPLETING A GAS WELL. DEFENDANTS COUNTERCLAIMED ALLEGING GROSS NEGLIGENCE IN COMPLETION PROCEDURES, DRAINAGE, ETC.					
DBS & DBS V. HORAN BROS., INC.	108TH D.C. PUTTER CO., TX	0/00/00	0/00/00	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #980) PLAINTIFFS SEEK INDEMNITY FROM HORAN BROS., INC. FOR JUDGMENT RESULTING FROM KEITH E. BOYDSTUN V. HORAN BROS. (SUIT FILE #788) AND COSTS AND EXPENSES INCURRED IN SUCH SUIT.					
DBS & POGO PRODUCING CO. V. WOOD & LOCKER, INC.	U.S.D.C. WESTERN DIST. TX	0/00/00	10/09/84	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #955) INTERPLEADER ACTION TO LET THE COURT DETERMINE WHICH OF THE CONFLICTING DEMANDS SHOULD BE MET TO ASSIGN THE FARMOUT ACREAGE AND FROM SOME OF THE LESSEES TO RELEASE THEIR LEASES.					
DBS V. CONE, S. E. JR.	237TH J.D.C. LUBBOCK CO., TX	0/00/00	6/16/81	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #967) QUIET TITLE ACTION					
DBS V. HUFO PRODUCTION CORP., ET AL	69TH D.C. MOORE CO., TX	0/00/00	11/19/84	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #941) DBS SEEKS AN AMOUNT IN EXCESS OF \$100,000 FOR GAS WHICH TWO OPERATORS HAVE ILLEGALLY DRAINED, PUNITIVE DAMAGES, AND INJUNCTIVE RELIEF.					
DBS V. RAW HIDE OIL AND GAS, INC.	69TH D.C., MOORE CO., TX	0/00/00	0/00/00	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #1011) DAMAGES FOR CONVERSION OF GAS.					
DBS V. TIROS EXPLORATION CO., ET AL	U.S.D.C. WESTERN DIST. ARK	0/00/00	8/22/85	0	04 EXPLORATION AND PRODUCTION
CAUSE: (SUIT FILE #995) TIROS OWES DBS FOR THE DRILLING AND COMPLETION OF THE OLEN JONES #1-20, WILLIE TAYLOR #1-16 AND FLOY H. BARTON #1-21 GAS WELLS. SUIT IS ON AN OPEN ACCOUNT FOR PAST-DUE AMOUNTS UNDER THESE TWO SEPARATE JOINT OPERATING AGREEMENTS. DBS SEEKS RECOVERY OF PAST-DUE AMOUNTS PLUS INTEREST AND ATTORNEYS' FEES.					

OCC03408

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 6

CASE_NAME	COURT	FILE_DATE	SERVE_DATE	STATUS	DESCRIPTION
DSEC V. UNITED ENERGY RESOURCES, INC., ET AL CAUSE: (SUIT FILE #999) TAKE-OR-PAY DISPUTE	55TH J.D.C. HARRIS CO., TX	0/00/00	0/05/85	D 04	EXPLORATION AND PRODUCTION
DUDLEY, T. A. ET AL V. AHOCO PRODUCTION COMPANY CAUSE: (SUIT FILE #935) SUIT BY ROYALTY OWNER, INDIVIDUALLY AND AS REPRESENTATIVE OF A CLASS OF ROYALTY OWNERS, INCLUDING DSEC, OLEUM, DSEC (AND PERHAPS EVEN OTHER OF OUR ENTITIES) FOR COLLECTION OF INTEREST FROM AHOCO PRODUCTION CO. ON ACCOUNT OF PREVIOUSLY SUSPENDED FUNDS WITHHELD BY AHOCO AND SUSPENDED AS A RESULT OF FEDERAL POWER COMMISSION ACTION.	26TH J.D.C. STEVENS CO., KS	0/00/00	0/00/00	D 04	EXPLORATION AND PRODUCTION
ENDICOTT, WM. THOS. V. DSC & CINCO EXPLORATION CAUSE: SEEK JUDGMENT IN EXCESS OF \$10,000 AND FOR PUNITIVE DAMAGES IN EXCESS OF \$10,000. ALLEGES DAMAGES AS A RESULT OF DEFTS. FAILURE TO DRILL A WELL ON PLTFB. PROPERTY WITH FULL KNOWLEDGE THAT DRAINAGE WOULD OCCUR FROM PLTFB LAND (SUIT FILE #976)	30TH J.D.C. KINGMAN CO., KS	3/19/85	3/26/85	D 04	EXPLORATION AND PRODUCTION
F.L.B. WICHITA V. BANGLE, WILLIAM A. ET AL CAUSE: (SUIT FILE #1004) MORTGAGE FORECLOSURE ON REAL ESTATE IN GRAHAM CO., KS IN WHICH DEFENDANTS MAY CLAIM AN INTEREST.	D.C. GRAHAM CO., KS	10/01/85	0/00/00	D 04	EXPLORATION AND PRODUCTION
F.L.B. WICHITA V. KAISER, JOHN J. ET AL CAUSE: (SUIT FILE #1005) MORTGAGE FORECLOSURE ON REAL ESTATE IN SHERIDAN COUNTY, KS IN WHICH DEFENDANT MAY CLAIM AN INTEREST.	D.C. GOVE CO., KS	10/07/85	10/14/85	D 04	EXPLORATION AND PRODUCTION
F.L.B. WICHITA V. RITTER, BERNARD ET AL CAUSE: (SUIT FILE #996) MORTGAGE FORECLOSURE ON REAL ESTATE IN SHERIDAN CO., KS IN WHICH DEFENDANT MAY CLAIM AN INTEREST.	D.C. SHERIDAN CO., KS	0/00/00	8/15/85	C 04	EXPLORATION AND PRODUCTION
F.L.B. WICHITA V. ROBE, ET AL DSEC CAUSE: (SUIT FILE #943) MORTGAGE FORECLOSURE AGAINST A DSEC LESSOR	LOGAN CNTY. KS. DISTRICT COURT	9/21/84	9/28/84	C 04	EXPLORATION AND PRODUCTION
F.L.B. WICHITA V. ZIMMERMAN, EUGENE ET AL CAUSE: MORTGAGE FORECLOSURE ON REAL ESTATE IN SHERIDAN COUNTY, KANSAS IN WHICH DEFENDANT MAY CLAIM AN INTEREST. (SUIT FILE #956)	D.C. SHERIDAN CO., KS	10/04/84	10/15/84	D 04	EXPLORATION AND PRODUCTION
FED LAND BANK OF WICHITA VS WILLIAM A. BANGLE CAUSE: MORTGAGE FORECLOSURE ON REAL ESTATE IN GRAHAM COUNTY, KANSAS IN WHICH DEFENDANT MAY CLAIM AN INTEREST	DIB CRT GRAHAM CNTY KANSAS	1/01/85	1/04/85	D 04	EXPLORATION AND PRODUCTION

OCC033409

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

L80200
PAGE: 7

CASE NAME	EDSUM	FILE_DT	SERVE_DT	SIB	COMBANY
FIRST NATIONAL BANK FT. SMITH V. DBC & GULF OIL	CH.C. CRAWFORD CO., AR	0/00/00	9/30/83	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #876) PLAINTIFFS DEMAND RELEASE AND CANCELLATION OF A PORTION OF A LEASE IN SECTION 6-T9N-R29W, CRAWFORD CO., ARKANSAS. DBEC REFUSED TO RELEASE BECAUSE IT HAD ALREADY ASSIGNED THE DISPUTED INTEREST TO GULF OIL CORP. PLAINTIFFS CONTEND THEY RELIED ON DBEC'S ORAL STATEMENTS THAT IT COULD AND WOULD RELEASE THE INTEREST, AND THAT DBEC'S REFUSAL CAUSED THEM TO LOSE AN OFFER FOR \$24,800.					
FORTENBERRY, BILLYE GILSON ET AL V. STATE OF LA	19TH J.D.C. LA, E. BATON ROUGE	7/12/85	7/12/85	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #983) THE PLAINTIFF SEEKS TO REQUIRE THE COMMISSIONER OF CONSERVATION TO CHANGE THE EFFECTIVE DATE OF A UNIT ORDER, SEEKING TO CAUSE DB AS OPERATOR TO DISTRIBUTE THE PROCEEDS FROM THE UNIT WELL BEGINNING FROM THE DATE OF THE APPLICATION OR UNITIZATION.					
FOSTER CONSTRUCTION CO., INC. V. HIGH SUMMIT O&G	7TH J.D.C. NATRONA CO., WY	0/00/00	4/11/85	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #981) FORECLOSURE OF LIEN					
FOX, ROY O. ET UX V. DBC	CH. C. SEBASTIAN CO., AR	0/00/00	12/13/82	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #861) SPECIFIC PERFORMANCE OF A TOPLEASE AGREEMENT					
GALT, JESSE V. ENERGETICS OPERATING CO., ET AL	9TH J.D.C. SUBLETTE CO., WY	12/14/84	12/19/84	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #965) FORECLOSURE OF LIEN					
GOLDSMITH, ROBERT O. ET UX V. DBC	F.D.C., W. DIST AR, FT. SMITH	0/00/00	10/14/83	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #878) SUIT FOR SPECIFIC PERFORMANCE OF A TOPLEASE AGREEMENT					
GOODWIN, JOHN H. ET AL V. DBC	69TH J.D.C., MOORE CO., TX	3/08/79	3/08/79	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #656) PLAINTIFFS SEEK THE DIFFERENCE IN ROYALTIES PAID AND ROYALTIES DUE.					
GORE, WYLIE R. ET AL V. AHERADA HESS CORP., ET AL	U.S.D.C. DIST. OF KS	0/00/00	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #969) HELIUM CLADG ACTION					
GRANIER, MIKE V. DBCC	U.S.D.C. WESTERN DIST. LA	0/00/00	0/00/00	C	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #922) PLAINTIFF WAS EMPLOYED BY C&D CONSTRUCTION COMPANY AND WAS WORKING AT A DB PLATFORM IN VERHILION BLOCK 137 AS A GAUGER, WHEN HE SLIPPED AND FELL IN AN OILY SUBSTANCE.					

OCC033410

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LBB200
PAGE: 8

CASE NAME	COURT	FILE DATE	FILE BY	STATUS	TYPE
BERMAN, ALDENE CALEY ET AL. V. DBC CAUSE: (SUIT FILE #985) PLAINTIFFS CLAIM DAMAGES FOR DRAINAGE FROM WELLS OFFSETTING THEIR LEASE.	84TH J.D.C. OCHILTREE CO., TX	5/30/85	0/00/00	0	04 EXPLORATION AND PRODUCTION
BERNDON, EDNA J. ET AL. V. DBC CAUSE: (SUIT FILE #428) MARKET VALUE SUIT ON GAS ROYALTY.	84TH J.D.C., OCHILTREE CO., TX	5/18/78	5/22/78	0	04 EXPLORATION AND PRODUCTION
HEBTON OIL CO. V. H&G CO. & DBEC CAUSE: (SUIT FILE #959)	U.S.D.C. NORTHER DIST. OK	0/00/00	0/00/00	C	04 EXPLORATION AND PRODUCTION
HILL, TOM AND BALLY BELLE CORNUIT V. DBC CAUSE: (SUIT FILE #863) SUIT FOR INCREASED PRICES ON GAS ROYALTY UNDER PRODUCING OIL AND GAS LEASE, ALLEGING FRAUD IN ACCOUNTING PROCEDURES, CONVERSION, CONCEALMENT AND FOR CANCELLATION OF PRODUCING LEASE AND FOR ACCOUNTING FOR 100% OF GAS PROCEEDS SINCE DATE OF FIRST PRODUCTION.	318T J.D.C. HENPHILL CO., TX	1/12/83	0/00/00	0	04 EXPLORATION AND PRODUCTION
HUSBER, W. E. V. TEXACO & DBC CAUSE: COMPLAINT FOR DAMAGES IN THE AMOUNT OF \$1,500,000.00 ETC., ALLEGING PERSONAL INJURY WHILE EMPLOYED BY NOMA DRILLING COMPANY AS A ROUSTABOUT ON A FIXED OFFSHORE PLATFORM OWNED BY DEFENDANTS (SUIT FILE #940)	U.S.D.C. EASTERN DIST. LA	10/19/84	10/23/84	0	04 EXPLORATION AND PRODUCTION
JEBSTER, HUGH F. V. UNION OIL CO. OF CALIFORNIA CAUSE: (SUIT FILE #979) OFFSHORE PERSONAL INJURY ALLEGEDLY SUSTAINED 4-3-83 WHILE ABOARD THE PRODUCTION PLATFORM HIGH ISLAND 443-A OPERATED BY UNION OIL COMPANY OF CALIFORNIA.	2818T J.D.C. HARRIS CO., TX	0/00/00	3/14/85	0	04 EXPLORATION AND PRODUCTION
JOHNSON, CHARLES ET UX V. PHILLIPS PET. CO., ET AL 316TH D.C., HUTCHINSON CO., TX CAUSE: (SUIT FILE #762) SALT-WATER WELL POLLUTION	316TH D.C., HUTCHINSON CO., TX	0/00/00	3/23/81	0	04 EXPLORATION AND PRODUCTION
JONES, GLEN V. J. HOWARD HOOPER, ET AL CAUSE: (SUIT FILE #885) PLAINTIFF SEEKS \$60,000 PLUS CANCELLATION OF OIL, GAS AND MINERAL LEASE, ALLEGING DEFENDANTS' FAILURE TO BURY PIPELINE, ETC.	39TH J.D.C. RED RIVER P., LA	2/11/83	0/00/00	C	04 EXPLORATION AND PRODUCTION
KIDD, ROLAND JR. ET AL V. RANGER OIL CO., ET AL CAUSE: (SUIT FILE #666) PETITIONERS STATE THAT DEFENDANT HAS DISBURSED, WRONGFULLY, MINERAL RENTS AND ROYALTIES ATTRIBUTABLE TO CERTAIN PROPERTY OF PETITIONERS TO PERSONS OTHER THAN PETITIONERS.	23RD J.D.C., ASSUMPTION P., LA	0/00/00	1/23/79	D	04 EXPLORATION AND PRODUCTION

OCC033411

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LBB200
PAGE: 9

CASE_NAME	COURT	FILE_DT	SERVE_DT	SIG	COMPANY
KORTES, TUIVO V. DREC, ET AL CAUSE: (SUIT FILE #1000) PLAINTIFF SEEKS UNSPECIFIED DAMAGES FOR PERSONAL INJURIES SUSTAINED 3/8/85 WHEN HE DROVE OVER A NEGLIGENTLY DESIGNED, INSTALLED OR MAINTAINED CULVERT ON HIS PROPERTY NORTH OF BAKER, MONTANA.	14TH J.D.C., FALLON CO., MT	8/20/85	0/00/00	0	04 EXPLORATION AND PRODUCTIO
LACHMAR V. ERA & DOE CAUSE: (SUIT FILE #951)	U.S.C.APP. 5TH CIRCUIT	0/00/00	0/00/00	0	04 EXPLORATION AND PRODUCTIO
LAWSON, ROBERT LEE JR. ET AL V. BO-NICK CONSTRUCT. U.S.D.C. EASTERN DIST. LA CAUSE: (SUIT FILE #919) SEAMAN'S COMPLAINT SEEKING FOR PERSONAL INJURIES AND DAMAGES ALLEGEDLY SUSTAINED ON OR ABOUT 11/6/83 ABOARD THE M/V BLUE STREAK V.	U.S.D.C. EASTERN DIST. LA	3/07/84	0/00/00	0	04 EXPLORATION AND PRODUCTIO
HANUEL, ROBERT ET UX V. HUGHES TOOL CO., ET AL CAUSE: (SUIT FILE #761) PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED WHILE A MEMBER OF A CASING CREW.	BOTH J.D.C., HARRIS CO., TX	9/04/80	0/00/00	C	04 EXPLORATION AND PRODUCTIO
MARATHON PETROLEUM CO. V. STATE OF LOUISIANA CAUSE: (SUIT FILE #970) USE TAX CHALLENGE MATTER	19TH J.D.C. E. BAYOU ROUGE PAR	0/00/00	3/26/85	0	04 EXPLORATION AND PRODUCTIO
MASON, THOS. KENNETH V. POPICH BROS. WATER TRANS. CAUSE: (SUIT FILE #975) PERSONAL INJURY CLAIM UNDER THE JONES ACT AND GENERAL MARITIM LAW FOR INJURIES ALLEGEDLY SUSTAINED ON MAIN PASS BLOCK 73 OPERATED BY MOBIL.	21ST J.D.C. DIV. 9, TANGIPAHOA	2/11/85	0/00/00	0	04 EXPLORATION AND PRODUCTIO
MCELVEEN, PAUL V. ERA HELICOPTERS & ANADARKO PROD. U.S.D.C. EASTERN DIST. OF TX CAUSE: (SUIT FILE #977) PERSONAL INJURY CLAIM FOR ALLEGED INJURIES SUFFERED ON ANADARKO-OPERATED PLATFORM ON HIGH ISLAND BLOCK 8-376.	U.S.D.C. EASTERN DIST. OF TX	8/03/84	0/00/00	0	04 EXPLORATION AND PRODUCTIO
MCLEOD, J.F. V. DBC CAUSE: ASKING FOR FORECLOSURE OF CONTRACT OF SALE ON CERTAIN PROPERTY IN YAMHILL COUNTY, OREGON IN WHICH DIAMOND SHAHROCK MAY HAVE AN INTEREST (SUIT FILE #972)	CIR CT YAMHILL CNTY, OREGON	2/05/85	2/19/85	C	04 EXPLORATION AND PRODUCTIO
HOFFATT, R. J. V. DSC CAUSE: RULE AND ORDER TO SHOW CAUSE WHY YOU SHOULD NOT ANSWER THE INTERROGATORIES SERVED UPON YOU BY DEFENDANT ON OR ABOUT JUNE 15, 1984 (SUIT FILE #881)	4TH J.D.C. OUACHITA PARISH LA	9/17/84	9/19/84	0	04 EXPLORATION AND PRODUCTIO

OCC033412

DATE: 9/01/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

L88200
PAGE: 10

CASE NAME	COURT	FILE	DI	SERVE	MI	SIS	COMPANY
MUTUAL BENEFIT LIFE INS. CO. V. HAROLD L. COLLINS	D.C. HARVEY CO., KB	6/05/85	6/11/85	C	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE #986) MORTGAGE FORECLOSURE							
NATIONAL HELIUM CORPORATION V. PANHANDLE EASTERN	U.S.D.C., DIST. OF KB	1/16/67	0/00/00	D	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE #186) INTERPLEADER ACTION TO DETERMINE OWNERSHIP OF HELIUM FUND FOR HELIUM PROCESSED FROM NATURAL GAS BETWEEN LANDOWNERS, PRODUCERS AND NATURAL GAS PURCHASERS.							
NATIONAL SUPPLY CO. V. ENERGETICS, INC. ET AL	(DSC 4TH J.D.C. JOHNSON CO., WY	12/05/84	12/13/84	D	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE #962) ENTRY OF APPEARANCE BY NEIL J. SHORT ON BEHALF OF AMERICAN PETROLEUM DRILLING PROGRAM 1982 B-1 LTD. FORECLOSURE SUIT							
NORRIS, KELLY LEE V. MOBIL OIL CORPORATION, ET AL	U.S.D.C. EASTERN DIST. LA	5/25/82	0/00/00	D	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE #931) SEEKING \$750,000 FOR PERSONAL INJURIES ALLEGEDLY SUSTAINED ON OR ABOUT 5/24/81.							
OLEUM INCORPORATED V. SWATCO ENERGIES, INC.	24TH J.D.C., CALHOUN CO., TX	0/00/00	0/00/00	D	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE #677) SUIT FOR RIGHTFUL SHARE OF OVERRIDING ROYALTY INTEREST IN OIL, GAS AND MINERAL LEASES UNDER JOINT VENTURE AGREEMENT.							
OLTROGGE, VICTOR, EXECUTOR V. DBEC AND DGC	49TH J.D.C. HOOKE CO., TX	11/07/85	0/00/00	D	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE 1016) PLAINTIFFS SEEK TERMINATION OF LEASE AND DAMAGES FOR BREACH OF COVENANT.							
PARKS ROBERT V. DBEC	CHANCERY CT OF LOGAN CNTY ARK	2/26/85	2/28/85	C	04	EXPLORATION AND PRODUCTIO	
CAUSE: SUIT SEEKING CANCELLATION OF AN OIL & GAS LEASE DATED 2-24-77 TO PROPERTY LOCATED IN LOGAN COUNTY, SUIT ALLEGES LEASE WAS NOT SIGNED BY PLAINTIFFS AND IS A FORGERY (SUIT FILE #973)							
PENNACO RESOURCES CORP. V. DBC	U.S.D.KY.C. WESTERN DIST. DK	0/00/00	9/28/83	D	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE #895) SUIT TO RELEASE REVENUES ON WELL.							
PHILLIPS PETROLEUM CO. V. PANHANDLE INDEPENDENT PR RRC OF TX		9/09/81	0/00/00	D	04	EXPLORATION AND PRODUCTIO	
CAUSE: (SUIT FILE #941) ADMINISTRATIVE HEARING BEFORE TEXAS RAILROAD COMMISSION IN REGARD TO WHITE OIL ISSUE							

OCC033413

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

L88200
PAGE: 11

CASE_NAME	FORUM	FILE DI	SERV DI	HIS COMPANY
PHILLIPS, EVERETT G. ET UX V. DBC ET AL	CH.C. JOHNSON CO., AR	0/00/00	6/24/81	C 04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #780) PLAINTIFFS ASKED FOR AN INJUNCTION AND \$10,000 IN DAMAGES BECAUSE A COMPRESSOR NEAR THEIR HOME WAS MAKING NOISE AND DISTURBING THEM.				
PIERRE, IRVING JR. V. MARINE DRILLING CO., ET AL	U.S.D.C. EASTERN D TX, BEAUMONT	0/00/00	0/00/00	O 04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #872) PLAINTIFF WAS INJURED WHILE WORKING WITH CASING CREW ON JACK-UP RIG LOCATED OFF THE COAST NEAR VENICE, LA, JUST INSIDE THE 3-MILE TERRITORIAL LIMIT.				
PLAQUEMINE PARISH COMM. COUNCIL V. MARINE DRILLING 25TH J.D.C. LA, FLAQ. PARISH		8/14/85	0/00/00	O 04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #1003) PLAINTIFF IS AUTHORIZED TO COLLECT THE PLAQUEMINE PARISH SALES AND/OR USE TAX THROUGH AN ORDINANCE ADOPTED 11/16/77. THE \$108,000 IS ATTRIBUTABLE TO THE RIO J. STORM XII UNDER CONTRACT TO DSEC FOR THE DRILLING OF LOUISIANA BL 8698 (SOUTH PASS #1) AND BL 8688 (MAIN PASS #1).				
PRICE, JACK V. DON F. LEVY, INC. ET AL	U.S.D.C. WESTERN DIST. LA	3/27/84	3/29/84	O 04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #928) PLAINTIFF WAS EMPLOYED BY DON F. LEVY, INC. AND LEVY-MELLON MARINE ABOARD THE SPRING HIBT. ON 3/28/83 IN THE GULF OF MEXICO, WHILE IN THE COURSE AND SCOPE OF HIS EMPLOYMENT SUSTAINED SEVERE, PERMANENT, DISABLING INJURIES TO HIS BACK WHILE PULLING A HUD HOBE.				
PRUDENTIAL INS. CO. V. JAMES NELSON INCL DBC	SHAWNEE CO., KS D.C.	9/28/84	10/04/84	C 04 EXPLORATION AND PRODUCTIO
CAUSE1 MORTGAGE FORECLOSURE ON REAL ESTATE IN MCPHERSON COUNTY AND SALINE COUNTY, KANSAS IN WHICH DEFENDANT MAY CLAIM AN INTEREST (SUIT FILE #954)				
REICHOLD ENERGY CORP. & DSEC V. STATE OF OREGON	COLUMBIA CO., OR	12/14/84	0/00/00	O 04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #938) INTERPLEADER ACTION BROUGHT BY REICHOLD, DB & OREGON NATURAL GAS TO DETERMINE OWNERSHIP OF CERTAIN ROYALTY INTERESTS.				
REICHOLD ENERGY CORP. V. STATE OF OREGON, ET AL	C.APP. STATE OF OR	6/09/84	0/00/00	C 04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #1001) APPEAL OF FINAL ORDER IN A FORCE-POOLING ACTION AS TO SETTLEMENT FOR PROCEEDS OF PRODUCTION TO OWNERS OF UNLEASED MINERAL INTERESTS.				
RISTER, EDDIE RAY V. OFFSHORE EXPRESS, INC. ET AL	U.S.D.C. EASTERN DIST. LA	0/00/00	7/12/84	C 04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #937) COMPLAINT FOR DAMAGES ALLEGEDLY SUSTAINED IN AN ACCIDENT IN DECEMBER 1982 WHILE WORKING ABOARD THE M/V MONTROSE EXPRESS.				

OCC033414

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

L00200
PAGE: 12

CASE NAME	FORUM	FILE_DT	BEVE_DT	BIB	COMENT
ROBERTS, MEDIA E. ET AL V. DBC	BATH D.C. OCHILTREE CO., TX	1/20/82	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #811) LEASE CANCELLATION FOR FAILURE TO PRODUCE IN PAYING QUANTITIES, AND RECOVERY OF ATTORNEYS' FEES UNDER ARTICLE 2226.					
RULE DAN B. VS. DIAMOND SHAHROCK CORPORATION	CAMPBELL CNTY DIS CRT 6TH JD	4/08/86	4/15/86	D	04 EXPLORATION AND PRODUCTIO
CAUSE: WRONGFUL DRILLING OF OIL AND GAS WELL AND PRODUCTION OF OIL, GAS AND HYDROCARBONS, JUDGMENT SUM UNSPECIFIED					
BEALS, K.P. V. DB PETROLEUM CORPORATION	U.S.D.C. EASTERN DIST. LA	9/24/84	9/25/84	C	04 EXPLORATION AND PRODUCTIO
CAUSE: ANSWER AND CROSS CLAIM OF PRODUCTION MANAGEMENT CORPORATION ALLEGING A SUPERVISOR FOR DIAMOND SHAHROCK PETROLEUM HAD INSTRUCTED THE PLAINTIFF TO TEACH A ROUTABOUT FROM GULF COAST CONTRACTORS HOW TO OPERATE THE M/V WANDA, AND DENYING NEGLIGENCE (SUIT FILE #946)					
SHAPIRO SIDNEY K. V. DECC AND DB EXPLORATION	D.C. SW J.D. CNTY BILLINGS N.D	2/13/86	2/14/86	D	04 EXPLORATION AND PRODUCTIO
CAUSE: ACTION FOR DAMAGES FOR ALLEGED WASTE AND TORTIOUS BREACH OF CONTRACT UNDER OIL AND GAS LEASES. TOTAL CLAIM IS \$6,300,000.					
SHRELL, JOHN B. V. COMPLETION WELL TESTERS ET AL	U.S.D.C. WESTERN DIST. LA	0/00/00	5/18/84	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #931) PLAINTIFF SEEKING DAMAGES FOR AN INJURY ALLEGED TO HAVE OCCURRED IN AN OFFSHORE OPERATION IN WHICH DB WAS UTILIZING THE VESSEL "BUGAR PLUN" OUT OF VENICE, LA.					
BIMB, ELLEN ANN V. MARINE DRILLING CO., ET AL	U.S.D.C. E. DIST. TX, BEAUMONT	0/00/00	2/10/84	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #913) PERSONAL INJURIES ALLEGED TO HAVE BEEN SUSTAINED BY WILLIAM J. BIMB, JR., THE DECEASED HUSBAND OF THE PLAINTIFF, UNDER VARIOUS STATUTES, INCLUDING THE JONES ACT, AS A RESULT OF HIS ALLEGED WORK AS A CREW MEMBER ON THE J BTORH XII IN CONNECTION DRILLING ON VERMILION BLOCK 57, OFFSHORE LA.					
BIMB, PATRICIA L.D. V. MARINE DRILLING CO., ET AL	U.S.D.C., EASTERN D. TX, BEAUM	0/00/00	2/13/84	D	04 EXPLORATION AND PRODUCTIO
CAUSE: (SUIT FILE #921) PERSONAL INJURIED ALLEGED TO HAVE BEEN SUSTAINED BY WILLIAM J. BIMB, JR., THE DECEASED FATHER OF MINOR, SARAH DEANNA BIMB, AS A RESULT OF HIS ALLEGED WORK AS A CREW MEMBER ON THE J BTORH XII IN CONNECTION WITH DRILLING THAT WAS OCCURRING ON VERMILION BLOCK 57, OFFSHORE LA.					
STATE OF OREGON ACTING V. R. HAUG, DBC NKA DECC	CLATSOP CO., OREGON	1/07/85	1/15/85	C	04 EXPLORATION AND PRODUCTIO
CAUSE: ASKING FORECLOSURE OF MORTGAGE AGAINST PROPERTY IN CLATSOP COUNTY, OREGON, IN WHICH DIAMOND SHAHROCK MAY HAVE SOME INTEREST (SUIT FILE #963)					

OCC03415

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 13

CASE_NAME	ESLH	FILE_DT	SERVE_DT	BIB	COMPANY
STEWART, C.A. ET AL V. DSC	49TH D.C. MOORE CO., TX	10/21/83	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #899) BREACH OF IMPLIED COVENANT TO PROTECT AGAINST DRAINAGE, IN THE ALTERNATIVE, BREACH OF THE IMPLIED COVENANT TO REASONABLY DEVELOP THE LEASEHOLD PREMISES, AND BREACH OF "IMPLIED COVENANT TO USE EVERY MECHANICAL AND ENGINEERING MEANS AVAILABLE TO INCREASE AND ENHANCE PRODUCTION".					
STODIE, WILLIAM MICHAEL V. SUN GAS COMPANY	U.B.D.C., WESTERN DIST. TX	7/18/85	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #1002) PLAINTIFF ALLEGED INJURIES TO UPPER RIGHT ARM, NECK, SHOULDER AND INJURIES TO BODY GENERALLY DUE TO SLIPPING ON AN UNLIT STAIRWAY AND FALLING AT THE FIXED PLATFORM FROM THE HELIPORT FOR WEST CAMERON BLOCK 639 OPERATED BY SUN					
STOCKSTILL, BRUNER SCOTT ET UX V. MARINE DRILLING	U.B.D.C. EASTERN DIST. LA	4/24/84	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #927) PLAINTIFF ALLEGEDLY INJURED 7/9/81 WHILE PERFORMING SERVICES ABOARD THE RIG J. STORM XII. THIRD PARTY COMPLAINT OF MARINE DRILLING COMPANY SEEKING RECOVERY OVER IN THE EVENT OF JUDGMENT IN FAVOR OF PLAINTIFF IN MAIN DEMAND.					
SUN OIL CO., ET AL V. BROWN & ROOT, INC. ET AL	U.B.D.C., EASTERN DIST. OF LA	0/00/00	0/00/00	C	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #776)					
THOMPSON, PHILLIP V. DSC & ANADARKO PROD. CO.	49TH J.D.C. MOORE CO., TX	2/11/85	2/14/85	D	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #970) PLAINTIFFS SEEK LEASE CANCELLATION OR, IN THE ALTERNATIVE, DAMAGES DUE TO DEFENDANTS' ALLEGED FAILURE TO PROTECT AGAINST DRAINAGE AND TO REASONABLY DEVELOP.					
TOLAR, THOMAS ET UX V. MCHORAN OFFSHORE PRODUCTION	U.B.D.C., WESTERN DIST. OF LA	9/11/85	0/00/00	D	04 EXPLORATION AND PRODUCTIO
CAUSE1 (SUIT FILE #1010) PLAINTIFF ALLEGED PERSONAL INJURIES AND DAMAGES SUSTAINED ON OR ABOUT DECEMBER 30, 1984 WHEN HE FELL FROM A LADDER LEADING FROM THE DECK OF A CRANE ACCESS PLATFORM TO THE CRANE ON HIGH ISLAND A 471A.					
TRANSWORLD DRILLING CO V. TEXAS GENERAL RESOURCES	CIV. D.C. PAR PONPEALA-HACHE	7/11/85	7/11/85	C	04 EXPLORATION AND PRODUCTIO
CAUSE1 NOTICE TO APPOINT AND APPRAISE PROPERTY SEIZED IN THE ABOVE SUIT AND TO NOTIFY SHERIFF AT LEAST 7 DAYS PRIOR TO SELL (SUIT FILE #847)					
TWT EXPLORATION, INC. V. W.E. SAUER AND DSC	CENTRAL DIV., UTAH U.S.D.KY.C.	9/26/84	10/12/84	C	04 EXPLORATION AND PRODUCTIO
CAUSE1 SAUER OBTAINED A JUDGMENT AGAINST PLAINTIFF AND SENT OUT WRITS OF GARNISHMENT TO DIAMOND WHICH WAS PAID TO SAUER. PLAINTIFF IS NOW CLAIMING THAT THESE FUNDS SHOULD BE RETURNED AND CONSIDERED ASSETS OF THE BANKRUPTCY ESTATE. (SUIT FILE #932)					

OCC03416

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND BACKROCK CORPORATION

LGB200
PAGE 14

CASE NAME	COURT	FILE NO	BEVE	DI	SIB	CONCERN
UNION, MORIL & DBC V. M/V POINT DOVER & POINT MAR	U.S.D.C. SOUTHERN D., HOUSTON	0/00/00	0/00/00	C	04	EXPLORATION AND PRODUCTIO
CAUSE: (BUI FILE #667) RECOVERY FOR DAMAGES TO 6" PIPELINE OFF THE COAST OF TEXAS IN THE GULF OF MEXICO ON HIGH ISLAND BLOCK A-433						
WINSON SUPPLY CO. V. ENERGETICS OPERATING CO., ET	9TH J.D.C. SUBLETTE CO., WY	0/00/00	10/23/84	D	04	EXPLORATION AND PRODUCTIO
CAUSE: (BUI FILE #958) LIEN FORECLOSURE						
WAGENEN, FRED B. V. RAYMOND CHORNEY, ET AL	4TH J.D.C. CAMPBELL CO., WY	10/03/85	0/00/00	D	04	EXPLORATION AND PRODUCTIO
CAUSE: (BUI FILE #1007) CANCELLATION OF DEFENDANTS' INTEREST IN OIL AND GAS LEASE, JUDGMENT AMOUNT UNSPECIFIED.						
WALTON, PHILLIP L. BR. V. FREEPORT-MCMORAN, INC.	U.S.D.C., E. DIST. OF LA	9/20/85	0/00/00	D	04	EXPLORATION AND PRODUCTIO
CAUSE: (BUI FILE #1009) BUI SEEKING APPROXIMATELY \$2,200,000 FOR PERSONAL INJURIES ALLEGEDLY SUSTAINED ON OR ABOUT 9/24/84.						
WARD, L. D. ET AL V. KENNETH BALL, ET AL INC DBC	D.C. BARFIELD CO., OK	0/00/00	4/14/82	D	04	EXPLORATION AND PRODUCTIO
CAUSE: (BUI FILE #819) WARD BROUGHT THIS LAWSUIT AS OPERATOR OF A WELL, CLAIMING THAT DEFENDANTS OPPOSED DRILLING ADDITIONAL WELLS SO THAT PLAINTIFFS' LEASES WOULD EXPIRE AND DEFENDANTS' TOP LEASES WOULD BECOME EFFECTIVE.						
WILLIAMS, CALVIN V. METAL BUILDING PROD., ET AL	24TH J.D.C. JEFFERSON PAR, LA	4/03/85	0/00/00	D	04	EXPLORATION AND PRODUCTIO
CAUSE: (BUI FILE #982) PERSONAL INJURY CLAIM RESULTING FROM A FALL FROM A HELIPORT ONSHORE CONNECTED WITH THE HAYABORDA ISLAND BLOCK 713-B PLATFORM OPERATED BY MCMORAN.						
ZIEGLER, GEORGE T. ET AL V. GINCO EXPL CO., ET AL	D.C. SHERIDAN CO., KS	6/06/84	0/00/00	D	04	EXPLORATION AND PRODUCTIO
CAUSE: (BUI FILE #934) LEASE TERMINATION FOR FAILURE TO PRODUCE IN PAYING QUANTITIES, IN THE ALTERNATIVE, SEEKING FURTHER DEVELOPMENT OF THE LEASEHOLD PREMISES. INVOLVES LEASE NO. 15-0560.						

TOTAL # OF CASES: 118

OCC033417

DATE: 9/01/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 1

CASE_NAME	EDWIN	FILE_DT	BEVE_DT	BIB	COMPANY
AMERICAN NATIONAL BANK VS. CARL WELLS, INCL. DBC	CREEK CTY, OKLA, J. DIST CRT	10/01/82	0/00/00	D	07 REFINING/MARKETING UNIT
CAUSE: SUIT TO DECLARE DEFENDANT WELL'S PROPERTY EXEMPT FROM DIAMOND SHAHROCK'S JUDGMENT LIEN OBTAINED IN THE ORIGINAL SUIT AGAINST WELLS. (SUIT FILE 642)					
ANCELET, WILHELMINE VS. SIGHOR NO. 297 AND NFICO	PARISH OF CALCASIEU, J.D. CT.	3/24/86	3/30/86	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT A SIGHOR STATION IN SULPHUR, LOUISIANA. (SUIT FILE 1279) *****					
ANDERSON, CECIL M. VS. DIAMOND SHAHROCK, INC.	HARRIS CTY., J. DIST. COURT	4/23/85	0/00/00	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR DAMAGES DUE TO ALLEGED WRONGFUL CRIMINAL COMPLAINT. (SUIT FILE 1226) *****					
ANDERSON, HAZEL R. VS. DIAMOND SHAHROCK CORP.	BELL CTY., J. DIST. COURT	6/11/84	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: EX-EMPLOYEE SUING FOR DAMAGES DUE TO SLANDEROUS REMARKS MADE BY DEFENDANT (EMPLOYEE). (SUIT FILE 1190) *****					
ARGONAUT SOUTHWEST INS.CO. VS. WACO TANK LINES	TARRANT CTY., J. DIST. COURT	2/22/85	0/00/00	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES WACO TANK LINES FOR DAMAGES RESULTING IN INJURIES TO CLIENT. (SUIT FILE 1223) *****					
AUDRAIN, MONTY VS. WHITE & SONS CONST. & DBC	POTTER CTY., DISTRICT COURT	2/06/86	2/26/86	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR INJURIES TO A MARE WHEN SHE FELL INTO A DITCH DUG BY DEFENDANT WHITE & SONS FOR DIAMOND SHAHROCK CORPORATION. (SUIT FILE 1265) *****					
AUSTIN, GLEN A. VS. TEXACO, ET AL DIAMOND SHAHROCK HUTCHINSON CTY., J. DIST. CT.		4/05/84	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUING FOR DAMAGES DUES TO LUNG CANCER HE CONTRACTED AND ALLEGES WAS CAUSED BY CHEMICALS MANUFACTURED AND PRODUCED BY DEFENDANTS. (SUIT FILE 1175) *****					
AUSTIN, LILLIE VS. DIAMOND SHAHROCK CORP.	HARRIS CTY., J. DIST. COURT	10/24/84	10/26/84	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR #288 IN HOUSTON, TEXAS. (SUIT FILE 1207) *****					
BAKER, DANA VS. SIGHOR CORPORATION ET AL	PARISH OF LA FOURCHE J. DIST.	8/30/85	9/05/85	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR #614 IN THIBODAUX, LOUISIANA. (SUIT FILE 1247) *****					

OCC033418

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LBB200
PAGE: 2

CASE_NAME	COURT	FILE_DT	SEVE_DT	SIG_COMPANY
BALTAZAR, EUDELIO ET AL VS. SIGHOR CORP. ET AL	BEE CTY., J. DIST. COURT	9/27/83	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED WHEN MINOR SON OPENED PEPSI BOTTLE PURCHASED AT SIGHOR #37 IN BEEVILLE, TEXAS AND IT EXPLODED. (SUIT FILE 1140) *****				
BARRON, JOSE VS. SIGHOR CORPORATION	MUECES CTY., J. DIST. COURT	2/24/86	2/27/86	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR # 974 IN CORPUS CHRISTI, TEXAS. (SUIT FILE 1264) *****				
BEHAVIDES, ESMERALDA VS. MISSION PETROLEUM CARRIER JIM WELLS CTY., J. DIST. CRT.		6/14/84	6/21/84	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1195) *****				
BEHAVIDES, ESMERALDA, ET AL VS. SIGHOR CORPORATION BEXAR CTY., J. DIST. COURT		5/13/83	5/24/83	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1096) *****				
BENNETT, JIM INC. VS. MARION BRECHEISEN (INCL. TGC	MOORE CTY., J. DIST. COURT	5/08/85	0/00/00	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF IS SUING DEFENDANT BRECHEISEN FOR FAILURE TO PAY ON ACCOUNT. PLTF. IS CROSS CLAIMING AGAINST DIAMOND SHAHROCK CORPORATION DUE TO THE FACT THAT THE DEFENDANT (BRECHEISEN) CLAIMS THE PURCHASED PRODUCT WAS DEFECTIVE. (SUIT FILE 1229) *****				
BILLIOT, ADAM VS. SIGHOR CORPORATION	LOUISIANA, J. DIST. COURT	9/02/83	0/00/00	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR #613 IN MONROE, LOUISIANA. (SUIT FILE 1134) *****				
BOLTON, HELENE VS. CLYDE AUSTIN AND SIGHOR CORP.	HARRIS CTY., J. DIST. COURT	7/11/84	8/01/84	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1193)				
BOURGEIS, CURTIS A. VS. SIGHOR CORPORATION	BATON ROUGE, J. DIST. COURT	9/25/79	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR # 985 IN BATON ROUGE, LOUISIANA. (SUIT FILE 1025) *****				
BOUSKA, CHARLES W. VS. INS. CO. OF PENNSYLVANIA	HARRIS CTY, J. DIST. COURT	8/13/81	0/00/00	O 07 REFINING/MARKETING UNIT
CAUSE: SUIT FOR PAYMENT OF WORKER'S COMPENSATION BENEFITS FOR ALLEGED ON THE JOB INJURY. (SUIT FILE 1026) *****				

OCC033419

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG206
PAGE: 3

CASE NAME	COURT	FILED	DI	BEV	UI	SIG	COMP
BREEDEN, CANDACE VS. DIAMOND SHAHROCK CORPORATION	JEFFERSON CTY., J. DIST. CRT.	10/24/83	0/00/00	0	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGNOR # 262 IN ORANGE, TEXAS. (SUIT FILE 1148) *****							
BULL, JAMES VS. FILL-EM FAST, ET AL	SUPERIOR COURT OF CA.	11/01/83	0/00/00	C	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFF SEEKS DAMAGES FOR INJURIES SUSTAINED AT SERVICE STATION. (SUIT FILE 1155)							
CAMP, RALPH W. ET AL VS. WARREN PETROLEUM & DBRMC	CHAMBERS CTY., J. DIST. COURT	1/17/86	3/04/86	D	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFFS ALLEGE DEFENDANT'S NEGLIGENCE IN OPERATING MONT BELVIEU SALT DOME IN SUCH A MANNER AS TO ALLOW THE INTRODUCTION OF NOXIOUS GASES INTO THE AIR. (THIS LAWSUIT IS RELATED TO VARIOUS OTHER LAWSUITS FILED AGAINST DIAMOND SHAHROCK IN CONNECTION WITH THE MONT BELVIEU FACILITIES.) (SUIT FILE 1261) *****							
CASTRO, GILBERT & ADELINE VS. SIGNOR NUMBER 25, INC	J.D. DIST. CT., BEXAR CTY, TX	5/23/84	6/02/86	D	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED AT SIGNOR #25, IN SAN ANTONIO, TEXAS. (SUIT FILE 1276) *****							
CHAPA, ADOLF R. JR. VS. SIGNOR CORPORATION	TARRANT CTY., J. DIST. COURT	12/15/82	0/00/00	C	07	REFINING/MARKETING UNIT	
CAUSE: FRAUD. (SUIT FILE 1105)							
CHATMAN, DORIS VS. SIGNOR-SHAHROCK STATION #108	HARRIS CTY., J. DIST. COURT	11/26/84	0/00/00	D	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED WHEN A GAS HOSE MALFUNCTIONED AND SPRAYED HER WITH GASOLINE AT SIGNOR #108 IN HIGHLANDS, TEXAS. (SUIT FILE 1212) *****							
CHAVEZ, DEBAR E. VS. TURNER BROADCASTING CORP.	BEXAR CTY., J. DIST. COURT	1/11/80	0/00/00	D	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFF ALLEGES THAT HE HAS SUFFERED LOSS OF REPUTATION, SHAME, MORTIFICATION, ETC. DUE TO STATEMENTS MADE BY DEFENDANTS ON RADIO STATION KBUC. (SUIT FILE 1080) *****							
COHEN, MAX E. VS. DIAMOND SHAHROCK CORP.	DEWITT CTY., J. DIST. COURT	6/19/85	0/00/00	C	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGNOR # 184 IN CUERO, TEXAS. (SUIT FILE 1234) *****							
COLLARD, ALICE VS. MICHAEL CRANK AND DBC	GALVESTON CTY, J. DIST. COURT	10/02/85	10/15/85	D	07	REFINING/MARKETING UNIT	
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1249) *****							

OCC033420

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

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PAGE: 4

CASE NAME	EDRUM	FILE DI	SERVE DI	SIB COMPANY
COON, DARLENE L. VS. DIAMOND SHAHROCK CORP.	MARICOPA CTY, ARZ, SUPERIOR CT	4/12/85	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1238) *****				
CORLEY, MARY FRANCIS VS. BIGHOR CORPORATION	KAUFMAN CTY., J. DIST. COURT	11/12/82	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURY SUSTAINED DURING ALTERCATION WITH STATION EMPLOYEE AT BIGHOR #778 IN TERRELL, TEXAS. (SUIT FILE 1033) *****				
CROUCH, LOUISE VS. DIAMOND SHAHROCK CORPORATION	BEXAR COUNTY, 37TH J. DIST CRT	5/14/86	6/04/86	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR # 812 IN SAN ANTONIO, TEXAS. (SUIT FILE 1277) *****				
DAVIDSON, WALTER VS. BIGHOR SHAHROCK SERVICE STA.	HARRIS CTY., J. DIST. COURT	12/14/82	12/27/82	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR # 703 IN HOUSTON, TEXAS. (SUIT FILE 1034) *****				
DE PALMA, BALLY VS. DIAMOND SHAHROCK R&M COMPANY	DALVESTON CTY., J. DIST. CT.	6/16/86	7/02/86	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR DAMAGES REGARDING SLANDER AND WRONGFUL TERMINATION OF EMPLOYEE AT A BIGHOR STATION IN HOUSTON, TEXAS. (SUIT FILE 1282) *****				
DIAMOND SHAHROCK R & M CO. VS. STANDARD OIL	OHIO, U. S. DIST. COURT	7/31/84	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR RECOVERY OF CRUDE AND D. O. E. OVERCHARGES. (SUIT FILE 1203)				
DIAMOND SHAHROCK R & M CO. VS. TRANS-PAN GATHERING POTTER CTY., J. DIST. COURT		6/25/85	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: NOTICE OF LIEN AGAINST AND CLAIM FOR PAYMENT OF THE PROCEEDS FROM PROCESSING AND PURCHASE OF GAS, FILED BY PAGE PETROLEUM. (SUIT FILE 1236)				
DIAMOND SHAHROCK R&M CO. VS. TEXAS NORTH WEST. RR	MOORE COUNTY, DIST. COURT	8/07/85	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR DECLARATORY AND INJUNCTIVE RELIEF RELATIVE TO CERTAIN TRACKAGE RIGHT OF WAY. (SUIT FILE 1233)				
DIAMOND SHAHROCK R&M VS. DANIEL J. ROBERTS	U.S. DIST CT, DIST. OF KANSAS	5/05/86	5/06/86	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS JUDGMENT AGAINST THE DEFENDANT IN THE AMOUNT OF \$195,743.47 FOR REFUSAL OF PAYMENT OF GOODS PROVIDED. (SUIT FILE 1273)				

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DATE: 9/01/85

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 5

CASE NAME	EDSLM	FILE_DT	SERVE_DT	SIB	COMPANY
DRAFTING SERVICES, INC. VS. DIAMOND SHAHROCK	STATE COURT, FULTON CTY, GA.	8/05/85	8/07/85	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS JUDGMENT FOR DEFENDANT'S BREACH OF CONTRACT. (SUIT FILE 1240)					
DRUMMOND, MARTIN B. VS. BIGHOR CORPORATION	NUECES COUNTY, J. DIST. COURT	6/26/81	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURY SUSTAINED DURING ELECTRICAL EXPLOSION AT THREE RIVERS REFINERY. (SUIT FILE 1003)					
ELIE, JAMES R. VS. BIGHOR #616, INC.	LOUISIANA, J. DISTRICT COURT	2/20/85	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED WHEN GAS HOSE MALFUNCTIONED AND SPRAYED HIM WITH GASOLINE AT BIGHOR #616 IN ALEXANDRIA, LOUISIANA. (SUIT FILE 1221) *****					
EBHAY, SHARON A. VS. AUTOTRONIC SYSTEMS, INC.	ORANGE CTY., J. DIST. COURT	6/05/85	8/14/85	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUING FOR WORKER'S COMPENSATION BENEFITS IN THE STATE OF CALIFORNIA. (SUIT FILE 1243) *****					
EVANS, JOYCE L. VS. DIAMOND SHAHROCK CHEM. CO.	LOUISIANA J. DIST. COURT	2/09/84	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR EMBARRASSMENT AND HUMILIATION WHEN FALSLEY ARRESTED FOR STEALING AT BIGHOR #614 IN THIBODAUX, LOUISIANA. (SUIT FILE 1149) *****					
FRAKEY, RITA VS. DIAMOND SHAHROCK CORPORATION	HARRIS CTY, J. DIST COURT	8/13/85	9/05/85	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR # 919 IN HOUSTON, TEXAS. (SUIT FILE 1246) *****					
FRISONE, DOMINIC VS. AUTOTRONIC SYSTEMS, INC.	SANTA CLARA CTY., J. DIST. CT.	4/22/81	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR DAMAGE TO PROPERTY BY ABI STATION. (SUIT FILE 1118)					
GANDY, DOROTHY M. VS. BIGHOR CORPORATION	HARRIS CTY., J. DIST. COURT	12/17/80	1/26/80	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PHYSICAL PAIN, MENTAL ANGUISH, ETC. ARISING OUT OF ALLEGED FALSE ARREST AND MALICIOUS PROSECUTION AT BIGHOR #701 IN JACINTO CITY, TEXAS. (SUIT FILE 1055) *****					
GARBER, ARLINE VS. AUTOTRONIC SYSTEMS, INC.	SUPERIOR COURT, CA., L.A. CTY	10/28/81	10/28/83	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR INJURIES SUSTAINED IN ALLEGED SLIP AND FALL AT STATION. (SUIT FILE 1145)					

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DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAMROCK CORPORATION

LB0200
PAGE: 6

CASE NAME	COURT	FILE DATE	SERVE DATE	SIB COMPANY
GARCIA, JOHN VS. DIAMOND SHAMROCK	NUECES CTY., J. DIST. COURT	6/20/85	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR HUMILIATION WHEN HE WAS FALSLY DETAINED AND INTERRUPTED AT HIGHWAY #142 IN CORPUS CHRISTI, TEXAS. (SUIT FILE 1232) *****				
GARCIA, BALLY ANN VS. DIAMOND SHAMROCK R&M COMPANY CALHOUN CTY., J. DIST. COURT		10/25/85	11/04/85	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF IS EX-EMPLOYEE WHO ALLEGES THAT DEFENDANT WRONGLY ACCUSED HER OF STEALING MONEY FROM HIGHWAY #415 WHERE SHE WORKED. SHE IS CLAIMING BLANDER, LIBEL AND MALICIOUS PROSECUTION AGAINST DIAMOND SHAMROCK REFINING AND MARKETING COMPANY. (SUIT FILE 1251) *****				
GEORGE WEST TRUCK STOP VS. HISSIDON TRANSPORT CO. LIVE OAK CTY., J. DIST. COURT		7/17/84	7/19/84	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF ALLEGES THAT DEFENDANT'S EMPLOYEE LEFT COVER OFF OF GAS TANKS, CAUSING WATER TO GET INTO TANKS AND CONTAMINATE FUEL. (SUIT FILE 1194) *****				
GONZALEZ, ELIAS VS. DIAMOND SHAMROCK CORPORATION BEXAR CTY., J. DIST. COURT		6/01/84	0/00/00	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES TO RECOVER \$5,945.45 PLUS INTEREST AND EXEMPLARY DAMAGES FOR FRAUD. (SUIT FILE 1187)				
GONZALEZ, BLURIA VS. SIGNOR CORP., DBC & DBRMC BEXAR CTY., J. DIST. COURT		8/17/84	8/20/84	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR DAMAGES DUE TO SLIP AND FALL AS HIGHWAY STATION. (SUIT FILE 1197)				
GUZHAN, PANAGIOTA VS. INDUSTRIAL LUBRICANTS CO. NUECES CTY., COUNTY COURT #2		5/07/85	0/00/00	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1227) *****				
HANKER, WILLIAM DALE ET UX VS. DS CHEMICAL CO. U S DIST. COURT, AMARILLO		12/01/83	12/09/83	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUING FOR DAMAGES TO HIS LAND DUE TO LEAKAGE OF OIL FROM DEFENDANT'S PIPELINE. (SUIT FILE 1154)				
HANKER, WILLIAM DALE VS. DIAMOND SHAMROCK INC. LIPSOMB CTY., J. DIST. COURT		3/03/83	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF ALLEGES HIS LAND WAS DAMAGED BY DEFENDANT AND SUES TO COLLECT DAMAGES. (SUIT FILE 1088)				
HANKER, WILLIAM DALE VS. THE SHAMROCK PIPELINE CO. LIPSOMB CTY., J. DIST. COURT		1/23/85	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR DAMAGES RESULTING FROM LEAKAGE ONTO PLAINTIFF'S PROPERTY. (SUIT FILE 1210)				

OCC033423

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LGG200
PAGE: 7

CASE NAME	EDGUM	FILE_DT	SERVE_DT	SIB	COMPANY
HEINTZ, F. B. VS. DRG AND VIROIL MAYES CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN AN AUTO ACCIDENT. (SUIT FILE 1164) *****	MONTGOMERY CTY., J. DIST. CRT	1/23/84	0/00/00	0	07 REFINING/MARKETING UNIT
HOBBS, BRENDA LEE VS. DIAMOND SHAHROCK R & H CO. CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN AN ACCIDENT AT A SIGNAL STATION IN SAN ANTONIO, TEXAS. (SUIT FILE 1271) *****	BEXAR CTY. JUD. DIST CT., TX	4/14/84	4/17/84	0	07 REFINING/MARKETING UNIT
HODGES, ALBERT JR. & BR. VS. SHAHROCK PIPELINE CAUSE: PLAINTIFF PRAYS FOR JUDGMENT DUE TO THE ALLEGED PROPERTY DAMAGE AND TRESPASSING FOR DRILLING PURPOSES WITHOUT PERMISSION OF THE PLAINTIFFS. (SUIT FILE 1275)	J.D. DIST. CT., BEAVER CTY, OK	5/15/84	5/19/84	0	07 REFINING/MARKETING UNIT
INDUSTRIAL LUB. CO. VS. JENBEN DRIVE AUTO SUPPLY CAUSE: ACTION TO RECOVER DEBT. (SUIT FILE 1170)	HARRIS CTY., J. DIST. COURT	12/01/83	0/00/00	C	07 REFINING/MARKETING UNIT
INSURANCE COMPANY OF STATE OF PA. VS. RONNIE BISLER CAUSE: PLAINTIFF IS SUING TO BEY ABIDE INDUSTRIAL ACCIDENT BOARD AWARD. (SUIT FILE 1044) *****	LIVE OAK CTY., J. DIST. COURT	2/01/83	0/00/00	D	07 REFINING/MARKETING UNIT
INSURANCE COMPANY OF STATE OF PENN. VS. LARRY FAIR CAUSE: PLAINTIFF IS SUING TO BEY ABIDE INDUSTRIAL ACCIDENT BOARD AWARD. (SUIT FILE 1255) *****	TARRANT CTY, J. DIST. COURT	2/04/84	0/00/00	C	07 REFINING/MARKETING UNIT
JAMES, SMITH JR. VS. DIAMOND SHAHROCK CORP. ET AL CAUSE: PLAINTIFF IS SUING FOR DAMAGES DUE TO SLIP AND FALL AT STATION. (SUIT FILE 1158)	HARRIS CTY., J. DIST. COURT	11/02/83	0/00/00	C	07 REFINING/MARKETING UNIT
JANOW, ANNA JEAN VS. DIAMOND SHAHROCK CORP., ET AL CAUSE: PLAINTIFF SEEKS DAMAGES IN AN UNSTATED AMOUNT FOR THE WRONGFUL DEATH OF HER HUSBAND DUE TO EXPOSURE TO ASBESTOS PRODUCTS MANUFACTURED BY DEFENDANTS. (SUI T FILE 1250) *****	POTTER CTY., J. DIST. COURT	9/19/85	10/14/85	0	07 REFINING/MARKETING UNIT
JEFFREY, NAYLOR P. VS. DIAMOND SHAHROCK CORP., ET AL CAUSE: PLAINTIFF SEEKING DAMAGES FOR PERSONAL INJURIES SUSTAINED WHILE ATTEMPTING TO PURCHASE GAS AT SIGNAL #614 IN THIBODAUX, LOUISIANA. (SUIT FILE 1160) *****	LOUISIANA J. DIST. COURT	10/10/84	0/00/00	D	07 REFINING/MARKETING UNIT

OCC033424

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE 1 8

CASE NAME	COURT	FILE DATE	BEVERLY	DI	COMPANY
JERKINS, HENRY VS. DIAMOND SHAHROCK CORPORATION CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR # 818 IN HOUSTON, TEXAS. (SUIT FILE 1173) *****	HARRIS CTY., J. DIST. COURT	3/14/84	0/00/00	0	07 REFINING/MARKETING UNIT
JEROZAL, PATRICIA VS. MISSISSIPPI PETROLEUM CARRIERS CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURY AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT WITH MISSISSIPPI PETROLEUM CARRIER'S VEHICLE. (SUIT FILE 1050)	HARRIS CTY., J. DIST. COURT	1/14/82	1/20/82	C	07 REFINING/MARKETING UNIT
JIMENEZ, ALEX VS. DIAMOND SHAHROCK CORP. CAUSE: PLAINTIFF SUES FOR DAMAGES CLAIMING DEFENDANT RUINED HIS REPUTATION BY HAVING HIM ARRESTED FOR STEALING. (SUIT FILE 1192) *****	CAHERON CTY., J. DIST. COURT	7/26/84	8/14/84	0	07 REFINING/MARKETING UNIT
JOHNSON, LEROY VS. SIGHOR CORPORATION, ET AL CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR #614 IN THIBODEAUX, LOUISIANA. (SUIT FILE 1252) *****	LOUISIANA, J. DIST. COURT	10/24/85	11/06/85	0	07 REFINING/MARKETING UNIT
JORDAN, J. L. VS. DIANNE TORRES AND DGC CAUSE: SUIT SEEKING RECOVERY OF DAMAGES DUE TO PERSONAL INJURY SUSTAINED BY PLTF. WHILE ON DEFENDANT'S PREMISES ALLEGEDLY RESULTING FROM NEGLIGENCE OF DEFT. IN AN UNSTATED AMOUNT. (SUIT FILE 1202)	JUD. DIST. CT. NUECES CNTY. TX 117	10/10/84	10/15/84	C	07 REFINING/MARKETING UNIT
KEMP, RUTH A. VS. THE INS. CO. OF THE STATE OF PA. CAUSE: SUIT FOR PAYMENT OF WORKER'S COMPENSATION BENEFITS FOR ALLEGED ON THE JOB INJURY. (SUIT FILE 1028)	TARRANT CTY, J. DIST. COURT	6/08/81	0/00/00	C	07 REFINING/MARKETING UNIT
KINDRED, CHRISTINE C. VS. DIAMOND SHAHROCK CORP. CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR STATION IN SAN ANTONIO, TEXAS. (SUIT FILE 1268) *****	BEXAR CTY. J.D. CT. OF TEXAS	3/04/86	3/19/86	0	07 REFINING/MARKETING UNIT
KING, MICHAEL ARTHUR VS. DIAMOND SHAHROCK CORP. CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGHOR # 910 IN HOUSTON, TEXAS. (SUIT FILE 1166) *****	HARRIS CTY., J. DIST. COURT	2/08/84	0/00/00	C	07 REFINING/MARKETING UNIT
KRUBE, CATHERINE W. VS. CHEYENNE FERT & DB CHEM. CAUSE: PLAINTIFF ALLEGES DIAMOND'S NEGLIGENCE IN RE LP GAS RESULTED IN INJURIES AND DEATH TO SPOUSE. (SUIT FILE 1244) *****	COLORADO DIST., U.S. DIST. CT.	8/23/85	8/27/85	0	07 REFINING/MARKETING UNIT

OCC033425

DATE: 9/01/84

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

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PAGE: 9

CASE NAME	EDBUM	FILE DI	BEVE DI	BIG COMPANY
LABARDINI, LYDIA VS. DIAMOND SHAHROCK CORP.	HARRIS CTY., J. DIST. COURT	1/28/85	2/01/85	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR #163 IN HOUSTON, TEXAS. (SUIT FILE 1222) *****				
LADD PETROLEUM CORP. VS. DIAMOND SHAHROCK CHEM CO. COLORADO, DISTRICT COURT		11/30/84	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF ALLEGES DEFENDANT BREACH OF CONTRACT AND FAILURE TO PAY FOR OIL ROYALTIES RESULTING IN DAMAGES. (SUIT FILE 1211)				
LATHROP, DEANNE VS. DIAMOND SHAHROCK CORP.	HARRIS CTY., J. DIST. COURT	10/16/84	10/22/84	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT A JOBBER STATION IN HOUSTON, TEXAS. (SUIT FILE 1204) *****				
LONGHORN TRUCK & EQUIP. CO. VS. IND. LUB. CO.	HARRIS CTY., J. DIST. COURT	9/29/83	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF IS SUING UNDER TEXAS DECEPTIVE TRADE PRACTICES ACT DUE TO ALLEGED DEFECTIVE OIL SOLD BY INDUSTRIAL LUBRICANTS TO PLAINTIFF. (SUIT FILE 1143) *****				
MARKS, GLONDA VS. DIAMOND SHAHROCK CORPORATION	DALLAS CTY. CT., TEXAS	6/24/86	7/01/86	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR STATION #021 IN DALLAS, TEXAS. (SUIT FILE 1283) *****				
MARTINEZ, ALFRED VS. BENJAHIN MOORE INCL. DBC	CAMERON CTY., J. DIST. COURT	10/15/84	10/17/84	D 07 REFINING/MARKETING UNIT
CAUSE: SUIT SEEKING \$2,500,000 PLUS FURTHER RELIEF, FOR INJURY SUSTAINED TO PLTF'S RESPIRATORY SYSTEM AND CENTRAL NERVOUS SYSTEM DUE TO EXPOSURE TO PETROLEUM PRODUCTS WHILE PLAINTIFF WAS A PAINTER. ALLEGES PETROLEUM PRODUCTS DANGEROUS AND ALLEGES BREACH OF WARRANTIES BY DEFENDANTS AS MANUFACTURERS OF THE PAINT. (SUIT FILE 1205) *****				
HABBEY, LYNN RAY, ET AL VS. DIAMOND SHAHROCK CORP KAUFMAN CTY. J.D. CT., TEXAS		3/12/86	3/25/86	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR THE WRONGFUL DEATH OF PATRICIA HABBEY AT BIGHOR STATION. (SUIT FILE 1269) *****				
MATHIS, HARVA E. VS. BIGHOR CORPORATION	BEXAR CTY., J. DIST. COURT	2/25/81	3/02/81	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1020) *****				

OCC033426

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE 10

CASE NAME	EDRUM	FILE DT	BEVE DT	BIB	COMBANY
MCKANE, JACQUELINE A. VS. DIAMOND SHAHROCK	BEXAR CTY., J. DIST. COURT	8/30/85	9/06/85	0	07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGNOR 4931 IN SAN ANTONIO, TEXAS. (SUIT FILE 1245) *****					
MESCHWITZ, JUDY ANN ET AL VS. DIAMOND SHAHROCK COR HARRIS CTY., J. DIST. COURT	HARRIS CTY., J. DIST. COURT	11/11/85	12/13/85	0	07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFFS SEEK DAMAGES FOR PERSONAL INJURIES SUSTAINED IN AN INCIDENT WHICH OCCURRED AT SIGNOR 4713 IN HOUSTON, TEXAS. (SUIT FILE 1257) *****					
MILLER, RITA BIRNBALM VS. HIBBION PETROLEUM CARR. HARRIS CTY., J. DIST. COURT	HARRIS CTY., J. DIST. COURT	10/20/83	0/00/00	0	07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1146) *****					
MINDZ, CHRISTINA ET AL VS. DIAMOND SHAHROCK CORP. BEXAR CTY., J. DIST. COURT	BEXAR CTY., J. DIST. COURT	12/29/83	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFFS SUE TO COLLECT DAMAGES RESULTING FROM DEATH OF FATHER IN AUTO ACCIDENT. (SUIT FILE 1156)					
NEFF, EARL VS. DIAMOND SHAHROCK CORPORATION	TRAVIS CTY., J. DIST. COURT	10/18/85	11/08/85	0	07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGNOR STATION 4111 IN AUSTIN, TEXAS. (SUIT FILE 1253) *****					
NEW MEXICO WATER CONTROL COM. VS. EMERALD CORP. BOCORRO CTY., NH, J. DIST. CRT.	BOCORRO CTY., NH, J. DIST. CRT.	8/01/85	8/12/85	0	07 REFINING/MARKETING UNIT
CAUSE1 COMPLAINT FOR CIVIL PENALTIES AND INJUNCTIVE RELIEF RESULTING FROM FAILURE TO TAKE APPROPRIATE STEPS TO CONTAIN AND REMOVE THE DISCHARGE OF GASOLINE FROM THE DIAMOND SHAHROCK STATION LOCATED AT 907 CALIFORNIA AVE., BOCORRO, N.H. (SUIT FILE 1241) *****					
NEWKIRK, KATHRINE VS. DIAMOND SHAHROCK	GALVESTON CTY., J. DIST. CRT.	6/17/85	0/00/00	D	07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF ALLEGES FALSE ARREST CHARGE OF TWO COUNTS OF CREDIT CARD ABUSE. (SUIT FILE 1230) *****					
NOVEX, INC. VS. SIGNOR REFINING COMPANY	HARRIS CTY., J. DIST. COURT	9/27/83	0/00/00	0	07 REFINING/MARKETING UNIT
CAUSE1 FAILURE OF DEFENDANT TO PAY BACK ADVANCED SUMS OF MONEY FOR THE PURCHASE OF PETROLEUM PRODUCTS TO PLAINTIFF. (SUIT FILE 1138)					
OFFER, ROBERT B. VS. SIGNOR NUMBER 247, INC.	BEXAR CTY., J. DIST. COURT	12/18/81	12/21/81	0	07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT SIGNOR 247 IN SAN ANTONIO, TEXAS. (SUIT FILE 1008) *****					

OCC033427

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LB0200
PAGE: 11

CASE NAME	EDBLN	FILE_DT	BEVE_DT	SIB	CODE/UNIT
ORTIZ, REYNALDO E. VS. DIAMOND SHAHROCK CORP., ILC	CAMERON CTY., J. DIST. COURT	5/16/84	5/25/84	D	07 REFINING/MARKETING UNIT
CAUSE: SUES FOR DAMAGES, CLAIMING DEFENDANT RUINED HIS REPUTATION BY HAVING HIM ARRESTED FOR STEALING. (SUIT FILE 1101) *****					
PARKER, LOUIS VS. BARA MEDRANO, AGT. FOR DBC	GUADALUPE CNTY. TX 25TH JUD. DIST	11/16/84	11/19/84	C	07 REFINING/MARKETING UNIT
CAUSE: SUIT SEEKING UNSPECIFIED AMOUNT OF DAMAGES AS A RESULT OF DEFENDANT BARA MEDRANO REFUSING TO ACCEPT PLAINTIFF'S CREDIT CARD TO PAY FOR GAS AND CIGARETTES WHILE AT DEFENDANT'S STORE AT WEST COURT ST. IN BEGUIN, TX. (SUIT FILE 1208)					
PATTON, GEORGE E. VS. BIGHOR CORPORATION	MIDLAND CTY., J. DIST. COURT	9/06/83	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFFS SUE TO COLLECT DAMAGES FOR INJURIES SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1136)					
PAUL, FRANCIS E. JR. VS. DIAMOND SHAHROCK R&H CO.	LOUISIANA, J. DIST. COURT	11/12/85	12/04/85	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN AN ACCIDENT AT BIGHOR #601 IN NEW IBERIA, LOUISIANA. (SUIT FILE 1256) *****					
PERRITT, LOIS J. VS. BIGHOR CORP., DBC, ET AL	HARDIN CTY., J. DIST. COURT	1/09/84	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PROPERTY DAMAGE TO VEHICLE WHICH OCCURRED AT BIGHOR #525 IN BILSSEE, TEXAS. (SUIT FILE 1159) *****					
PETERSON, BETTY LOU VS. ING. CO. OF STATE OF PA.	HARRIS CTY., J. DIST. COURT	5/29/84	0/00/00	D	07 REFINING/MARKETING UNIT
CAUSE: SUIT FOR WORKER'S COMPENSATION MEDICAL BENEFITS. (SUIT FILE 1188) *****					
PETERSON, MAYHARD VS. DIAMOND SHAHROCK R&H COMPANY	EL PASO CTY, COLO, DIST. COURT	12/30/85	1/03/86	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN PROPANE EXPLOSION ALLEGEDLY CAUSED BY DEFENDANT'S NEGLIGENCE IN FAILING TO PROPERLY ODORIZE THE PROPANE. (SUIT FILE 1258) *****					
PLACETTE, STEPHEN A. VS. MISSION PETROLEUM CARRIER	JEFFERSON CTY., J. DIST. COURT	9/29/83	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES TO RECOVER DAMAGES DUE TO INJURIES SUSTAINED AT LOADING RACK WHILE DEFENDANT WAS UNLOADING ASPHALT. (SUIT FILE 1142)					
POLLARD, ANGIE ADAMS VS. DIAMOND SHAHROCK CORP.	HARRIS CTY., J. DIST. COURT	4/01/82	4/15/82	D	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFFS SEEK DAMAGES FOR ALLEGED INJURIES SUSTAINED WHEN THEY WERE ACCUSED OF STEALING AT BIGHOR #225 IN DEER PARK, TEXAS. (SUIT FILE 820) *****					

OCC03428

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LGG200
PAGE: 12

CASE NAME	COURT	FILE DATE	BEVERLY BIR COMPANY
PORCHE, ALBERT VS. DIAMOND SHAHROCK CORP., ET AL	TERREBONNE PARISH DIST CT, LA	3/27/84 4/08/86	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR STATION IN HOUMA, LOUISIANA. (SUIT FILE 1270) *****			
RAHIREZ, GRACIE VS. BIGHOR CORP., ET AL	HARRIS CTY., J. DIST. COURT	5/03/85 0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR #E B19 IN HOUSTON, TEXAS. (SUIT FILE 1237) *****			
RAMBEY, WILLIAM LESTER VS. BIGHOR NO. 5007, INC.	HARRIS CTY., J. DIST. COURT	4/08/83 0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1103) *****			
RANTZ, HILBERT VS. DIAMOND SHAHROCK CHEMICAL CO.	LUBBOCK, U. S. DISTRICT COURT	5/08/84 5/11/84	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF ALLEGES HE WAS FIRED DUE TO HIS AGE AND SEEKS DAMAGES FOR LOSS OF INCOME. (SUIT FILE 1178)			
RICHARD, LARRY DON VS. DIAMOND SHAHROCK CORP.	HARRIS CTY. J.D. CT, TEXAS	4/29/84 5/09/86	D 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR #283 IN HOUSTON, TEXAS. (SUIT FILE 1274) *****			
RIOJAS, ANELIA VS. INDUSTRIAL LUBRICANTS COMPANY	MUECES CTY., J.DIST. COURT	8/14/85 8/20/85	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1242) *****			
RODRIGUEZ, SUSANNA VS. ROBERT EZELL & BIGHOR CORP.	HARRIS CTY., J. DIST. COURT	7/06/81 8/26/81	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1002) *****			
ROSE, PAHELA LOU VS. MISSION PETROLEUM CARRIERS	NAVARRO CTY., J. DIST. COURT	5/14/84 5/23/84	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1182) *****			
RUBALCAVA, JOSE JESUS VS. DIAMOND SHAHROCK R & H	EL PASO CTY., DIST. CT. TEXAS	4/25/84 7/03/86	D 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SUES FOR DAMAGES FOR SLANDER IN AN INCIDENT OCCURRING AT BIGHOR #862 IN EL PASO, TEXAS. (SUIT FILE 1281) *****			

OCC033429

DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAWROCK CORPORATION

L00200
PAGE: 13

CASE NAME	EDRUM	FILE DI	BERVE DI	BIG COMPANY
SERVIS, BRUCE J. VS. DONALD WATKINS (INCL. DBCC)	WOODS CTY., OKLAHOMA DIST. CT.	3/25/84	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF ALLEGES UNDERGROUND STORAGE TANK LEAKED AND DAMAGED HIS PROPERTY. (SUIT FILE 1184) *****				
SHAW, RODNEY RAY VS. BIGHOR NUMBER 611, INC.	LAFAYETTE, LA., 15TH J. DIST CT	1/09/86	2/27/86	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR # 611 IN LAFAYETTE, LOUISIANA. (SUIT FILE 1266) *****				
SHIRER, MARY LOU VS. AUTOTRONIC SYSTEMS, INC.	TRAVIS CTY., J. DIST. COURT	11/21/84	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR RESTRAINING ORDER FOR CONSTRUCTION OF AUTOTRONIC STATION. (SUIT FILE 1210)				
BIGHOR REFINING CO. VS. HILLCO TRUCKING, INC.	TRAVIS CTY., J. DIST. COURT	5/01/82	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: DELINQUENT PROMISSORY NOTE. (SUIT FILE 1126)				
BILVA, ROBERTO VS. DIAMOND SHAWROCK CORP.	EL PASO CTY., COUNTY COURT	6/05/85	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR # 861 IN EL PASO, TEXAS. (SUIT FILE 1231) *****				
SMITH, CRYSTAL VS. HIBBION PETROLEUM CARRIERS	DALWERTON CTY., J. DIST. COURT	4/01/82	5/26/82	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1090) *****				
SMITH, HENRY E. VS. BIGHOR CORP., HPC, ET AL	HARRIS CTY., J. DIST. COURT	12/01/81	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFFS SEEK DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1031) *****				
SNOWDEN, W.H. VS. DIAMOND SHAWROCK CORPORATION	NUECES CTY., J. DIST. COURT	1/06/86	2/21/86	D 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1263) *****				
BOTD, GLORIA R. VS. DIAMOND SHAWROCK CHEM. CO.	LOS ANGELES, SUPERIOR COURT	12/05/84	12/12/84	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED AT ABI #63-04 IN WHITT IER, CALIFORNIA. (SUIT FILE 1213) *****				

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DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

LOG200
PAGE: 14

CASE NAME	EDRUM	FILE DI	REVE DI	BIG COMPANY
SOUTHWESTERN BELL TELEPHONE CO. VS. DIAMOND SHAHRO DALLAS CTY, J. DIST. COURT		11/07/85	11/19/85	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES DUE TO DAMAGE SUSTAINED BY UNDERGROUND CABLES ALLEGEDLY CAUSED BY A GASOLINE LEAK AT BIGHOR #225 IN ARLINGTON, TEXAS. (SUIT FILE 1254) *****				
SOUTHWESTERN BELL TELEPHONE VS. BIGHOR CORP.	TARRANT CTY, J. DIST. COURT	11/23/82	12/17/82	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PROPERTY DAMAGE TO UNDERGROUND UTILITIES DUE TO ALLEGED LEAK AT JUPITER STATION IN ARLINGTON, TEXAS. (SUIT FILE 1000) *****				
SOUTHWESTERN BELL VS. VALLEY PETROLEUM	CAHERON CTY., J. DIST. COURT	8/02/83	8/05/83	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PROPERTY DAMAGE TO UNDERGROUND UTILITIES DUE TO ALLEGED LEAK AT JUPITER STATION IN BROWNVILLE, TEXAS. (SUIT FILE 1111) *****				
STEELE, DEBRA J. VS. DIAMOND SHAHROCK R&H CO.	NEZ PERCE JD CT, IDAHO	4/17/86	4/22/86	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS PAYMENT OF MATERNITY BENEFITS. (SUIT FILE 1272) *****				
STROUD, THOMAS C., ET UX VS. TEXACO (INCL. DBC)	HUTCHINSON CTY., J. DIST. CRT	4/05/84	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUING FOR DAMAGES DUE TO LUNG CANCER HE CONTRACTED AND ALLEGES WAS CAUSED BY CHEMICALS MANUFACTURED AND PRODUCED BY DEFENDANTS. (SUIT FILE 1174) *****				
TENI TRAK, INC. VS. BURTON AUTO SUPPLY AND ILC	HIDALGO CTY, TX JUD DIST CT	2/07/86	2/25/86	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR CONTAMINATED OIL PURCHASED FROM BURTON OIL AND CANNED BY INDUSTRIAL LUBRICANTS CO.(SUIT FILE 1262) *****				
TEXAS NORTH WESTERN RR CO. VS. DBC & SANTA FE RR	ILLINOIS, U. S. DISTRICT COURT	7/03/85	0/00/00	O 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR DECLARATORY AND INJUNCTIVE RELIEF RELATIVE TO CERTAIN TRACKAGE RIGHT OF WAY. (SUIT FILE 1235)				
THAYER, THOMAS VS. DBC, JANA JACOBS, DAVID JACOBS	HARRIS CTY., J. DIST. COURT	3/13/84	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PROPERTY DAMAGE TO VEHICLE WHICH OCCURRED AT BIGHOR #910 IN HOUSTON, TEXAS. (SUIT FILE 1209) *****				
TOM-MAC, INC. VS. HIBBION PETROLEUM CARRIERS, INC.	HARRIS CTY., J. DIST. COURT	2/01/84	0/00/00	C 07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SUES FOR PROPERTY DAMAGE AND FOR THE PERMANENT LOSS OF ONE VALUED EMPLOYEE AND THE TEMPORARY LOSS OF ANOTHER. (SUIT FILE 1165)				

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DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND SHAHROCK CORPORATION

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PAGE: 15

CASE NAME	EDBUN	FILE DI	BEBVE DI	BIB COMPANY
TREDELLAS, PATRICIA ANN VS. DB EXPLORATION CO.	LIPSCOMB CTY., J. DIST. COURT	7/29/85	7/30/85	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SUES TO RECOVER ROYALTIES HELD IN SUSPENSE BY DEFENDANTS. (SUIT FILE 1239)				
TURNER, NEVELYNN VS. BIGHOR CORPORATION	DALLAS CTY., J. DIST. COURT	9/18/85	10/02/85	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR # 830 IN DALLAS, TEXAS. (SUIT FILE 1248) *****				
UNIVERSAL RESOURCES CORP. VS. DIAMOND SHAHROCK	DALLAS CTY., J. DIST. COURT	4/29/85	0/00/00	D 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DECLARATORY JUDGMENT AND ACTUAL DAMAGES IN AN UNSPECIFIED AMOUNT ALLEGING DEFENDANTS BREACH OF AGREEMENTS REGARDING PRICE FOR GAS. (SUIT FILE 1228)				
VAN HOOSE, JAMES WILLARD VS. DIAMOND SHAHROCK CORP	COLORADO, DISTRICT COURT	4/18/74	4/18/74	C 07 REFINING/MARKETING UNIT
CAUSE1 ALLEGED DAMAGES FOR PERSONAL INJURIES RESULTING FROM ALLEGED LEAK AND EXPLOSION OF HONORIZED LP GAS. (SUIT FILE 527) *****				
VARGAS, LUIS G. VS. DIAMOND SHAHROCK	MUECES CTY., J. DIST. COURT	8/24/84	9/11/84	D 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF ALLEGES THAT HIS DAUGHTER (STATION EMPLOYEE AT BIGHOR # 47 IN CORPUS CHRISTI, TEXAS) WAS KILLED DUE TO DEFENDANT'S NEGLIGENCE. (SUIT FILE 1201) *****				
VILLAGRAN, LUIS N. VS. BIGHOR NO. 3, INC. ET AL	JUD. DIST. CT., BEXAR CTY., TX	7/16/86	7/18/86	D 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT BIGHOR NUMBER 3 IN SAN ANTONIO, TEXAS. (SUIT FILE 1284) *****				
VO, HUNG VS. MISSION PETROLEUM CARRIERS, INC.	HARRIS CTY., J. DIST. COURT	4/05/82	4/25/82	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFFS SEEK DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1041) *****				
WALKER, WILBURN VS. BIGHOR OIL COMPANY, ET AL	HARRIS CTY., J. DIST. COURT	6/26/81	7/07/81	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 1007) *****				
WALTON, JOHN E. VS. DIAMOND SHAHROCK CORP ET AL	MONTGOMERY CTY, TX J DIST CRT	12/23/85	1/28/86	C 07 REFINING/MARKETING UNIT
CAUSE1 PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES SUSTAINED IN A FALL AT JOBBER STATION IN MAGNOLIA, TEXAS. (SUIT FILE 1260) *****				

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DATE: 9/01/86

LITIGATION SUMMARY LISTING
LITIGATION TRACKING SYSTEM
DIAMOND BACKROCK CORPORATION

L88200
PAGE: 14

CASE_NAME	EDBLN	FILE_DT	REVLT_DT	GRD	COMPANY
WASHINGTON STATE DEPT. OF TRANS. VS. ASI	SUP CRT WASHINGTON KING CNTY	4/01/85	4/04/85	C	07 REFINING/MARKETING UNIT
CAUSE: ON JULY 15, 1981, GASOLINE SEEPED INTO A TRENCH WHERE PLTF WAS DOING ROAD CONSTRUCTION ALONG PACIFIC HWY 8., CAUSING WDRK TO STOP BECAUSE OF THE HIGH EXPLOSIVE LEVELS IN THE TRENCH. (SUIT FILE 1224)					
WASHINGTON, HOZELLE VS MISSION PETROLEUM CARRIERS	HARRIS CTY., J. DIST. COURT	10/26/81	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR PERSONAL INJURIES AND PROPERTY DAMAGE SUSTAINED IN AUTO ACCIDENT. (SUIT FILE 850) *****					
YORK, ELIRED L. VS. MISSION PETROLEUM CARRIERS, INC	BEXAR CTY., J. DIST. COURT	6/15/82	0/00/00	C	07 REFINING/MARKETING UNIT
CAUSE: PLAINTIFF SEEKS DAMAGES FOR ALLEGED WRONGFUL DISCHARGE BY DEFENDANT. (SUIT FILE 1060) *****					
TOTAL # OF CASES: 137					

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SCHEDULE 2.08

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

FINANCIAL STATEMENTS

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OCC033436

Price Waterhouse



September 1, 1986

To the Stockholder and Board of Directors of
Diamond Shamrock Chemicals Company

The sale of the Diamond Shamrock Chemicals Company to Occidental Petroleum Corporation described in Note 2 to the pro forma financial statements has not been consummated at September 1, 1986. When it has been consummated, we will be in a position to furnish the following report:

"In our opinion, the accompanying pro forma consolidated balance sheets and the related pro forma consolidated statements of income and of changes in financial position present fairly the pro forma financial position of Diamond Shamrock Chemicals Company and certain of its subsidiaries at December 31, 1985 and 1984, and the results of their pro forma operations and the changes in their pro forma financial position for the year ended December 31, 1985, in conformity with generally accepted accounting principles consistently applied. Our examinations of these statements were made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances."

Price Waterhouse

OCC033437

Price Waterhouse



September 1, 1986, except as to the sale of Diamond Shamrock Chemicals Company referred to in Note 2 which is as of September 4, 1986

To the Stockholder and Board of Directors of
Diamond Shamrock Chemicals Company

In our opinion, the accompanying pro forma consolidated balance sheets and the related pro forma consolidated statements of income and of changes in financial position present fairly the pro forma financial position of Diamond Shamrock Chemicals Company and certain of its subsidiaries at December 31, 1985 and 1984, and the results of their pro forma operations and the changes in their pro forma financial position for the year ended December 31, 1985, in conformity with generally accepted accounting principles consistently applied. Our examinations of these statements were made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

Price Waterhouse

OCC033438

DIAMOND SHAMROCK CHEMICALS COMPANY
(A Wholly-owned Subsidiary of Diamond Shamrock Corporation)

PRO FORMA CONSOLIDATED BALANCE SHEET

	December 31,	
ASSETS	1985	1984
	(dollars in thousands)	
Current Assets		
Cash and temporary cash investments	\$ 9,243	\$ 8,890
Receivables, less doubtful receivables	117,044	112,748
Inventories	102,566	90,492
Prepays and other current assets	<u>4,688</u>	<u>2,334</u>
Total Current Assets	233,541	214,464
Properties and Equipment, less depreciation	498,355	483,020
Investments and Long-Term Receivables	22,067	22,456
Intangible Assets, less amortization	14,496	16,916
Deferred Charges	22,003	(1,096)
Intercompany Receivable - Diamond Shamrock Corporation	<u>61,431</u>	<u>75,424</u>
	<u>\$ 851,893</u>	<u>\$ 811,184</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current Liabilities		
Notes payable	\$ 6,165	\$ 6,029
Long-term debt and capital lease obligations payable within one year	5,087	3,226
Accounts payable	65,786	38,088
Foreign income taxes	2,159	2,819
Taxes other than income taxes	15,983	8,101
Accrued liabilities	<u>24,810</u>	<u>12,242</u>
Total Current Liabilities	119,990	70,505
Long-Term Debt and Capital Lease Obligations	105,286	52,357
Other Liabilities and Deferred Credits	15,000	-
Stockholder's Equity		
Common Stock, \$1.00 par value		
1,000 shares authorized, issued and outstanding	1	1
Paid-in capital	583,445	583,445
Retained earnings	32,891	110,987
Cumulative translation adjustment	<u>(4,720)</u>	<u>(6,111)</u>
Total Stockholder's Equity	611,617	688,322
	<u>\$ 851,893</u>	<u>\$ 811,184</u>

See "Note 18 - Commitments and Contingencies"

The accompanying notes are an integral part of this and related Pro Forma Consolidated Financial Statements.

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DIAMOND SHAMROCK CHEMICALS COMPANY
(A Wholly-owned Subsidiary of Diamond Shamrock Corporation)

PRO FORMA CONSOLIDATED STATEMENT OF INCOME

	Year Ended <u>December 31, 1985</u> (dollars in thousands)
Revenues	
Sales and operating revenues	\$ 653,698
Other revenues, net	<u>46,349</u>
	700,047
Costs and Expenses	
Cost of products sold	516,143
Selling and administrative	82,584
Research and development	4,206
Interest	<u>15,768</u>
	<u>618,701</u>
Income Before Tax Provision	81,346
Provision For Income Taxes	
Current	20,353
Deferred	<u>14,089</u>
	<u>34,442</u>
Net Income	46,904
Retained Earnings at Beginning of Year	110,987
Dividend	<u>(125,000)</u>
Retained Earnings at End of Year	<u>\$ 32,891</u>

The accompanying notes are an integral part of this and related Pro Forma Consolidated Financial Statements.

OCC033440

DIAMOND SHAMROCK CHEMICALS COMPANY
(A Wholly-owned Subsidiary of Diamond Shamrock Corporation)

PRO FORMA CONSOLIDATED STATEMENT OF CHANGES IN FINANCIAL POSITION

	Year Ended <u>December 31, 1985</u> (dollars in thousands)
Cash Provided	
Operations	
Net income	\$ 46,904
Add - Income charges not requiring cash	
Depreciation and amortization	46,910
Deferred income taxes	14,089
Other, net	<u>2,726</u>
Operations	110,629
Working Capital	
(Increase) in receivables	(4,296)
(Increase) in inventories	(12,074)
(Increase) in prepaids and other current assets	(2,354)
Increase in notes payable	136
Increase in long-term debt and capital lease obligations payable within one year	1,861
Increase in accounts payable	27,698
(Decrease) in foreign income taxes	(660)
Increase in taxes other than income taxes	7,882
Increase in accrued liabilities	<u>12,568</u>
Working Capital	30,761
Financing and Other Sources	
Increase in long-term debt and capital lease obligations	58,329
Deposit on long-term supply agreement	15,000
Proceeds from sales of investments and facilities	<u>1,175</u>
Financing and Other Sources	<u>74,504</u>
Total Cash Provided	215,894
Cash Used	
Expenditures for properties and equipment and investments	64,844
Dividend	125,000
Reduction of long-term debt and capital lease obligations	5,400
Increase in deferred charges resulting from acquired tax benefits	19,284
Other, net	<u>1,013</u>
Total Cash Used	<u>215,541</u>
Increase in cash and temporary cash investments	<u>\$ 353</u>

The accompanying notes are an integral part of this and related Pro Forma Consolidated Financial Statements.

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DIAMOND SHAMROCK CHEMICALS COMPANY

(A Wholly-Owned Subsidiary of Diamond Shamrock Corporation)

NOTES TO PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

(dollars in thousands)

Note 1 - Significant Accounting Policies

Basis of Presentation

It is contemplated that all of the common stock of Diamond Shamrock Chemicals Company ("Chemicals"), a wholly-owned subsidiary of Diamond Shamrock Corporation ("Diamond Shamrock"), will be sold to an indirect wholly-owned subsidiary of Occidental Petroleum Corporation ("Occidental") pursuant to a Stock Purchase Agreement (See Note 2 - Sale of Chemicals). The accompanying Pro Forma Consolidated Financial Statements include the accounts of the Chemicals Business, as defined in the Stock Purchase Agreement, except that Chemicals' interests in DIAPAR - Diamond Shamrock Empreendimentos e Participacoes Ltda, Carbocloro S.A. Industrias Quimicas, Korea Potassium Chemical Co., Ltd., San Nopco Limited, Nopco Industrial S.A. de C.V., Diamond Shamrock Italia S.p.A., Nopco Colombiana S.A. and deposits of the mineral trona are excluded. Immediately prior to or at the time of closing of the sale of Chemicals, certain other of its assets and operations will have been sold (See Note 3 - Sale of Cogeneration Business Unit).

Chemicals uses the equity method to account for its investments in affiliates and joint ventures ("associated companies"). Under the equity method, Chemicals recognizes its proportionate share of the net income or loss of associated companies currently, rather than when realized through dividends or disposal.

All significant intercompany accounts and transactions have been eliminated. Foreign subsidiaries and associated companies are included principally on the basis of fiscal years ending November 30.

Translation Of Foreign Currencies

The financial statements of Chemicals' foreign subsidiaries and associated companies, not having the United States dollar as their functional currency, are translated into United States dollars as follows: asset and liability accounts at the prevailing year-end exchange rates; income and expense items at the average monthly exchange rates in effect during the year. Translation gains and losses are included as a component of stockholder's equity.

Gains and losses resulting from the remeasurement of the financial statements of the Chemicals' foreign subsidiaries having the United States dollar as their functional currency and gains and losses from foreign currency transactions are included in earnings.

Inventory Valuation

Inventories are valued at the lower of cost or market. Cost for domestic finished, in-process and raw materials is determined principally by the last-in, first-out ("LIFO") method. Supplies and foreign inventories are valued at average cost.

Properties And Equipment

Properties and equipment are carried at cost. Major additions are capitalized; expenditures for repairs and maintenance are charged against earnings.

Interest

Chemicals capitalizes the interest cost associated with major property additions while in progress, such amounts being amortized over the useful lives of the related assets.

Depreciation And Amortization

Properties and equipment are depreciated generally on the straight-line basis over their estimated useful lives. Intangible assets are amortized on a straight-line basis over their legal or estimated useful lives, not to exceed 40 years.

Pensions

Chemicals has a number of trustee pension plans, both contributory and noncontributory, covering substantially all full-time employees. Pension cost is comprised of current service cost and amortization of past service cost over 10 years. Pension cost is accrued based upon actuarial valuations and funded at an amount in excess of the minimum required by the Employee Retirement Income Security Act.

Income Taxes

Income taxes are provided during the year in which transactions affect the determination of financial statement income, regardless of when they are recognized for tax purposes. Deferred income taxes are provided for timing differences. Investment tax credits are accounted for using the flow-through method.

Chemicals receives a charge or credit from Diamond Shamrock equivalent to its income taxes (other than foreign income taxes) computed on a separate return basis. Such current and prior year tax charges and credits are included as components of the intercompany receivable in the accompanying Pro Forma Consolidated Balance Sheet.

Note 2 - Sale of Chemicals

In May 1986, Diamond Shamrock and Occidental executed a letter of intent pursuant to which Occidental would acquire Chemicals from Diamond Shamrock subject to various conditions. The sale will be consummated in the third quarter of 1986.

In conjunction with the sale of Chemicals, Diamond Shamrock has committed that, as of the closing, Diamond Shamrock and Chemicals will settle intercompany accounts by netting intercompany receivable and payable accounts and closing the net amount to

the equity account.

Note 3 - Sale of Cogeneration Business Unit

Chemicals expects to consummate the sale of its Cogeneration Business Unit (as defined in the Stock Purchase Agreement) immediately prior to or at the time of closing of the sale of Chemicals (See Note 2 - Sale of Chemicals). The Cogeneration Business Unit's income from operations included in other revenues in the accompanying Pro Forma Consolidated State of Income was \$36,915.

Note 4 - Acquisition

In November 1985, Chemicals acquired a chlorine, caustic soda and ethylene dichloride manufacturing complex located in Convent, Louisiana principally by the assumption of industrial revenue bonds having a market value of \$58,301.

Note 5 - Related Party Transactions

In addition to incurring the costs and expenses associated with its operations, Chemicals is allocated certain administrative costs by Diamond Shamrock. Allocation percentages are generally determined from studies of time devoted to specific services and the relationship of Chemicals' capital employed to Diamond Shamrock's consolidated capital employed. Such charges amounted to \$7,118 in 1985.

Interest is also allocated to Chemicals based on the relationship of debt required for the capital employed by Chemicals to Diamond Shamrock's consolidated debt.

In addition, Chemicals sells caustic soda and various other products to and purchases salt from Diamond Shamrock at fair market value. Such sales and purchases amounted to \$537 and \$2,234 in 1985, respectively.

Note 6 - Taxes

Chemicals' income before tax provision for 1985 was comprised of earnings from:

United States	.\$ 71,012
Foreign	<u>10,334</u>
	\$ 81,346

Chemicals' 1985 provision for income taxes was comprised of the following:

Current	
Federal	\$ 13,626
State and local	2,430
Foreign	<u>4,297</u>
	20,353
Deferred	
Federal	12,624
State and local	<u>1,465</u>
	<u>14,089</u>
	\$ 34,442

The principal reasons for the difference between the statutory federal income tax rate and Chemicals' 1985 provision for income taxes were:

Tax provision at statutory federal rate (46%)	\$ 37,419
Increase (reduction) resulting from	
Investment tax credits	(4,055)
Other, net	<u>1,078</u>
	\$ 34,442

The 1985 provision for deferred income taxes was comprised of the tax effects of timing differences as follows:

Accelerated depreciation	\$ 12,754
Capitalized interest	<u>1,335</u>
	\$ 14,089

For federal income tax purposes at December 31, 1985, Chemicals had approximately \$14,000 of unused investment tax credits which expire between 1997 and 2000, and in addition, had \$43,180 of capital loss carryovers which expire in 1990.

At December 31, 1985, there were accumulated undistributed earnings after applicable local taxes of foreign subsidiaries of \$8,499 for which no provision was necessary for foreign withholding or other income taxes because that amount had been reinvested in properties and equipment and working capital.

Note 7 - Foreign Currency

Foreign currency transaction and remeasurement gains and losses reflected in 1985 earnings amounted to a loss of \$49.

An analysis of the cumulative translation adjustment account included in the stockholder's equity section of the Pro Forma Consolidated Balance Sheet is as follows:

December 31, 1984	\$ (6,111)
Translation adjustments	<u>1,391</u>
December 31, 1985	\$ (4,720)

Note 8 - Pensions and Other Postretirement Benefits

The charge against earnings for pensions was \$3,468 in 1985, of which approximately 73% related to United States employees.

A comparison of accumulated plan benefits and plan net assets as of the latest valuation date (December 31, 1985) for Chemicals' United States pension plans was as follows:

	Retirement Income Plan	Hourly Plans
Assumed rate of return	9.5%	9.5%
Actuarial present value of accumulated plan benefits		
Vested	\$ 63,456	\$ 18,188
Nonvested	<u>1,409</u>	<u>38</u>
	\$ 64,865	\$ 18,226
Net assets available for benefits	\$ 76,255	\$ 28,258

Chemicals' foreign pension plans are not required to report to agencies of the United States government pursuant to the Employee Retirement Income Security Act and do not otherwise determine the actuarial present value of accumulated plan benefits. For the foreign plans, it is estimated that the value of vested benefits was substantially equal to the assets of the plans.

In addition to providing pension benefits, Chemicals provides certain medical and life insurance benefits to eligible retired employees. Chemicals recognizes the cost of providing these benefits by charging against earnings the retirees' medical benefit claims and life insurance premiums paid, which amounted to \$1,421 in 1985.

In conjunction with the sale of Chemicals (See Note 2 - Sale of Chemicals) Diamond Shamrock has agreed that, at the date of closing, it will continue and amend the Retirement Income Plan for Chemicals' employees to provide that service by eligible participating Chemicals' employees with Occidental after the date of closing will be recognized for purposes of vesting, qualification for early retirement income and qualification for pre-benefit commencement death benefit to spouse.

With respect to the Hourly Plans, Occidental has agreed to adopt, effective as of the date of closing, new plans identical to the Hourly Plans and assume liability for all accrued benefits under the Hourly Plans as well as assume an equivalent amount of the Hourly Plans' assets.

Diamond Shamrock has also agreed to continue to pay the cost of medical and life insurance benefits of retired Chemicals' employees.

Note 9 - Performance Incentive Plan

Chemicals participates in Diamond Shamrock's Performance Incentive Plan, administered by the Compensation Committee of Diamond Shamrock's Board of Directors, which provides for incentive payments to officers and key employees based on an annually approved formula related to the achievement of company and individual performance objectives. Incentive awards of \$806 were made in 1985.

Chemicals also has an incentive plan for personnel with "critical skills". Awards under this Plan, which are paid over several years, amounted to \$163 in 1985.

Note 10 - Employee Shareholding and Investment Plan

Chemicals participates in Diamond Shamrock's Employee Shareholding and Investment Plan which allows eligible participating Chemicals' employees to contribute up to 6% of their salaries to a trust for investment on an after-tax basis ("Regular Savings" option), before-tax basis ("Premier Savings" option) or a combination of both.

Chemicals' employees electing the Regular Savings option can invest in either a Diamond Shamrock stock fund, government securities fund or a combination of both. Chemicals contributes an amount equal to 50% of the participant's monthly contribution; Chemicals' contribution is invested in the Diamond Shamrock stock fund.

Employees electing the Premier Savings option can invest in four different funds, including a Diamond Shamrock stock fund. Chemicals contributes an amount equal to 100% of the participant's monthly contribution; Chemicals' contribution is invested in the Diamond Shamrock stock fund.

Participants are at all times fully vested in their contributions; Chemicals' contributions become fully vested to the participant after three years of continued employment. In conjunction with the sale of Chemicals (See Note 2 -

Sale of Chemicals) Diamond Shamrock has agreed that, at the date of closing, the account balances of each participating Chemicals' employee will be fully vested.

Chemicals' contributions to the Plan amounted to \$3,689 in 1985.

Note 11 - Receivables

	December 31,	
	<u>1985</u>	<u>1984</u>
Notes and accounts receivable	\$117,637	\$113,607
Less - Allowance for doubtful receivables	<u>593</u>	<u>859</u>
	\$117,044	\$112,748

Note 12 - Inventories

	December 31,	
	<u>1985</u>	<u>1984</u>
Finished and in-process	\$ 57,055	\$ 50,927
Raw materials	23,388	20,069
Supplies	<u>22,123</u>	<u>19,496</u>
	\$102,566	\$ 90,492

The current cost of inventories valued under the LIFO cost method (approximately 72% of total inventories at December 31, 1985 and 1984) exceeded their LIFO carrying values by \$22,213 and \$33,879 at December 31, 1985 and 1984, respectively.

Note 13 - Properties and Equipment

	December 31,	
	<u>1985</u>	<u>1984</u>
Land	\$ 26,157	\$ 22,462
Buildings and land improvements	112,733	108,187
Machinery and equipment	710,724	661,868
Leasehold improvements	3,816	1,410
Furniture and fixtures	7,551	6,825
Construction-in-progress	<u>20,607</u>	<u>30,022</u>
	881,588	830,774
Less - Accumulated depreciation	<u>383,233</u>	<u>347,754</u>
	\$498,355	\$483,020

Authorized expenditures under approved appropriations for additions to properties and equipment over the next several years were \$17,573 at December 31, 1985, after deducting expenditures through that date.

The 1985 provision for depreciation of \$45,043 was computed in accordance with the following rates:

Buildings and land improvements	2% to 3%
Machinery and equipment	4% to 20%
Leasehold Improvements	Lease terms
Furniture and fixtures - mechanical	15%
Furniture and fixtures - non-mechanical	6% to 7%

The charge against earnings for maintenance and repairs was \$49,954 in 1985.

Note 14 - Investments and Long-Term Receivables

	December 31,	
	<u>1985</u>	<u>1984</u>
Investments and advances to associated companies, at equity	\$ 4,954	\$ 4,133
Investments, at cost, and long-term receivables	<u>17,113</u>	<u>18,323</u>
	\$ 22,067	\$ 22,456

Note 15 - Intangible Assets

	December 31,	
	<u>1985</u>	<u>1984</u>
Intangibles resulting from acquisitions - excess of cost over fair value of net assets acquired	\$ 15,219	\$ 15,648
Patents, trademarks, formulae, processes, etc.	<u>4,431</u>	<u>4,935</u>
	19,650	20,583
Less - Accumulated amortization	<u>5,154</u>	<u>3,667</u>
	\$ 14,496	\$ 16,916

The provision for amortization was \$ 1,867 in 1985.

Note 16 - Long-Term Debt and Capital Lease Obligations

	December 31,	
	<u>1985</u>	<u>1984</u>
Pollution control/Industrial revenue financings (6.75% to 14.50%)	\$ 94,135	\$ 36,341
Other loans (variable rate)	5,643	6,868
Capital lease obligations (5.25% to 13.51%)	<u>10,595</u>	<u>12,374</u>
	110,373	55,583
Less - Due within one year		
Long-term debt	2,983	1,430
Capital lease obligations	<u>2,104</u>	<u>1,796</u>
	\$ 105,286	\$ 52,357

The aggregate maturities of long-term debt outstanding at December 31, 1985 for the next five years were as follows: 1986 - \$5,087; 1987 - \$4,742; 1988 - \$1,462; 1989 - \$1,381; 1990 - \$1,135.

Total interest costs incurred in 1985 were as follows:

Chemicals' interest	\$ 15,237
Allocated Diamond Shamrock interest	<u>3,132</u>
	18,369
Less - Capitalized interest	<u>2,601</u>
	\$ 15,768

Note 17 - Lease Commitments

Chemicals leases certain machinery and equipment, transportation and marketing facilities, and office space under cancellable and non-cancellable leases, most of which expire within 20 years and may be renewed. Chemicals' properties and equipment under capital lease were as follows:

	December 31,	
	<u>1985</u>	<u>1984</u>
Machinery and equipment	\$ 21,461	\$ 21,239
Leasehold improvements	<u>2,041</u>	<u>1,900</u>
	23,502	23,139
Less - Accumulated depreciation	<u>17,128</u>	<u>16,208</u>
	\$ 6,374	\$ 6,931

Included in the provision for depreciation was depreciation applicable to assets under capital lease of \$1,053 in 1985.

Minimum annual rentals at December 31, 1985 were as follows:

	<u>Capital Leases</u>	<u>Operating Leases</u>
1986	\$ 3,179	\$ 19,800
1987	3,177	13,734
1988	1,975	12,139
1989	1,796	10,938
1990	1,331	9,766
1991 and thereafter	<u>5,527</u>	<u>37,751</u>
	16,985	\$104,128
Less - Interest equivalents	<u>6,390</u>	
Present value	10,595	
Less - Current portion	<u>2,104</u>	
Long-term capital lease obligations	\$ 8,491	

Rental expense for operating leases in 1985 was as follows:

Total rentals	\$ 17,982
Less - Sublease rental income	<u>599</u>
Rental expense	\$ 17,383

Note 18 - Commitments and Contingencies

Chemicals is a party to a number of pending lawsuits, but in connection with the sale of Chemicals to Occidental, Diamond Shamrock has agreed to indemnify Chemicals for all losses and expenses incurred in connection therewith (See Note 2 - Sale of Chemicals).

DIAMOND SHAMROCK CHEMICALS COMPANY
(A Wholly-owned Subsidiary of Diamond Shamrock Corporation)

PRO FORMA CONSOLIDATED BALANCE SHEET (Unaudited)

	<u>March 31,</u> 1986	<u>June 30,</u> 1986
ASSETS	(dollars in thousands)	
Current Assets		
Cash and temporary cash investments	\$ 13,432	\$ 13,267
Receivables, less doubtful receivables	119,774	124,865
Inventories	103,343	91,806
Prepays and other current assets	<u>10,588</u>	<u>9,550</u>
Total Current Assets	247,137	239,488
Properties and Equipment, less depreciation	492,502	484,329
Investments and Long-Term Receivables	21,836	22,716
Intangible Assets, less amortization	15,805	16,090
Deferred Charges	19,220	14,105
Intercompany Receivable - Diamond Shamrock Corporation	<u>67,484</u>	<u>98,538</u>
	<u>\$ 863,984</u>	<u>\$ 875,266</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current Liabilities		
Notes payable	\$ 4,416	\$ 4,984
Long-term debt and capital lease obligations		
payable within one year	4,847	4,422
Accounts payable	65,111	63,272
Foreign income taxes	2,801	1,549
Taxes other than income taxes	13,719	15,498
Accrued liabilities	<u>25,764</u>	<u>24,912</u>
Total Current Liabilities	116,658	114,637
Long-Term Debt and Capital Lease Obligations	105,490	104,939
Other Liabilities and Deferred Credits	15,888	17,234
Stockholder's Equity		
Common Stock, \$1.00 par value		
1,000 shares authorized, issued and outstanding	1	1
Paid-in capital	583,445	583,445
Retained earnings	46,216	59,321
Cumulative translation adjustment	<u>(3,714)</u>	<u>(4,311)</u>
Total Stockholder's Equity	<u>625,948</u>	<u>638,456</u>
	<u>\$ 863,984</u>	<u>\$ 875,266</u>

See "Note 13 - Commitments and Contingencies"

The accompanying notes are an integral part of this and related Pro Forma Consolidated Financial Statements.

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DIAMOND SHAMROCK CHEMICALS COMPANY
(A Wholly-owned Subsidiary of Diamond Shamrock Corporation)

PRO FORMA CONSOLIDATED STATEMENT OF INCOME (Unaudited)

	Three Months Ended March 31, 1986	June 30, 1986	Year-to-Date June 30, 1986
	(dollars in thousands)		
Revenues			
Sales and operating revenues	\$181,264	\$182,942	\$364,206
Other revenues, net	<u>10,493</u>	<u>11,814</u>	<u>22,307</u>
	191,757	194,756	386,513
Costs and Expenses			
Cost of products sold	142,073	141,219	283,292
Selling and administrative	20,616	22,036	42,652
Research and development	936	971	1,907
Interest	<u>5,905</u>	<u>6,188</u>	<u>12,093</u>
	<u>169,530</u>	<u>170,414</u>	<u>339,944</u>
Income Before Tax Provision	22,227	24,342	46,569
Provision For Income Taxes			
Current	7,797	9,270	17,067
Deferred	<u>1,105</u>	<u>1,967</u>	<u>3,072</u>
	8,902	11,237	20,139
Net Income	13,325	13,105	26,430
Retained Earnings at Beginning of Period	<u>32,891</u>	<u>46,216</u>	<u>32,891</u>
Retained Earnings at End of Period	<u>\$ 46,216</u>	<u>\$ 59,321</u>	<u>\$ 59,321</u>

The accompanying notes are an integral part of this and related Pro Forma Consolidated Financial Statements.

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DIAMOND SHAMROCK CHEMICALS COMPANY
(A Wholly-owned Subsidiary of Diamond Shamrock Corporation)

PRO FORMA CONSOLIDATED STATEMENT OF CHANGES IN FINANCIAL POSITION (Unaudited)

	Three Months Ended March 31, <u>1986</u>	Six Months Ended June 30, <u>1986</u>
	(dollars in thousands)	
Cash Provided		
Operations		
Net income	\$ 13,325	\$ 26,430
Add - Income charges not requiring cash		
Depreciation and amortization	12,386	24,793
Deferred income taxes	1,105	3,072
Other, net	<u>143</u>	<u>1,011</u>
Operations	26,959	55,306
Working Capital		
(Increase) in receivables	(2,730)	(7,821)
(Increase) decrease in inventories	(777)	10,760
(Increase) in prepaids and other current assets	(5,900)	(4,862)
(Decrease) in notes payable	(1,749)	(1,181)
(Decrease) in long-term debt and capital lease obligations payable within one year	(240)	(665)
(Decrease) in accounts payable	(675)	(2,514)
Increase (decrease) in foreign income taxes	642	(610)
(Decrease) in taxes other than income taxes	(2,255)	(485)
Increase in accrued liabilities	<u>945</u>	<u>102</u>
Working Capital	(12,739)	(7,276)
Financing and Other Sources		
Increase in long-term debt and capital lease obligations	408	408
Increase in other liabilities and deferred credits	888	2,234
Proceeds from sales of investments and facilities	41	41
Decrease in deferred charges	<u>2,783</u>	<u>7,898</u>
Financing and Other Sources	4,120	10,581
Total Cash Provided	18,340	58,611
Cash Used		
Expenditures for properties and equipment and investments	5,872	12,990
Reduction of long-term debt and capital lease obligations	204	754
Increase in intercompany receivable	7,158	40,179
Other, net	<u>917</u>	<u>694</u>
Total Cash Used	14,151	54,587
Increase in cash and temporary cash investments	<u>\$ 4,189</u>	<u>\$ 4,024</u>

The accompanying notes are an integral part of this and related Pro Forma Consolidated Financial Statements.

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DIAMOND SHAMROCK CHEMICALS COMPANY
(A Wholly-Owned Subsidiary of Diamond Shamrock Corporation)

NOTES TO PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)
(dollars in thousands)

Note 1 - Significant Accounting Policies

Basis of Presentation

It is contemplated that all of the common stock of Diamond Shamrock Chemicals Company ("Chemicals"), a wholly-owned subsidiary of Diamond Shamrock Corporation ("Diamond Shamrock"), will be sold to an indirect wholly-owned subsidiary of Occidental Petroleum Corporation ("Occidental") pursuant to a Stock Purchase Agreement (See Note 2 - Sale of Chemicals). The accompanying Pro Forma Consolidated Financial Statements include the accounts of the Chemicals Business, as defined in the Stock Purchase Agreement, except that Chemicals' interests in DIAPAR - Diamond Shamrock Empreendimentos e Participacoes Ltda, Carbocloro S.A. Industrias Quimicas, Korea Potassium Chemical Co., Ltd., San Nopco Limited, Nopco Industrial S.A. de C.V., Diamond Shamrock Italia S.p.A., Nopco Colombiana S.A. and deposits of the mineral trona are excluded. Immediately prior to or at the time of closing of the sale of Chemicals, certain other of its assets and operations will have been sold (See Note 3 - Sale of Cogeneration Business Unit).

Chemicals uses the equity method to account for its investments in affiliates and joint ventures ("associated companies"). Under the equity method, Chemicals recognizes its proportionate share of the net income or loss of associated companies currently, rather than when realized through dividends or disposal.

All significant intercompany accounts and transactions have been eliminated.

Translation Of Foreign Currencies

The financial statements of Chemicals' foreign subsidiaries and associated companies, not having the United States dollar as their functional currency, are translated into United States dollars as follows: asset and liability accounts at the prevailing year-end exchange rates; income and expense items at the average monthly exchange rates in effect during the year. Translation gains and losses are included as a component of stockholder's equity.

Gains and losses resulting from the remeasurement of the financial statements of the Chemicals' foreign subsidiaries having the United States dollar as their functional currency and gains and losses from foreign currency transactions are included in earnings.

Inventory Valuation

Inventories are valued at the lower of cost or market. Cost for domestic finished, in-process and raw materials is determined principally by the last-in, first-out ("LIFO") method. Supplies and foreign inventories are valued at average cost.

Properties And Equipment

Properties and equipment are carried at cost. Major additions are capitalized; expenditures for repairs and maintenance are charged against earnings.

Interest

Chemicals capitalizes the interest cost associated with major property additions while in progress, such amounts being amortized over the useful lives of the related assets.

Depreciation And Amortization

Properties and equipment are depreciated generally on the straight-line basis over their estimated useful lives. Intangible assets are amortized on a straight-line basis over their legal or estimated useful lives, not to exceed 40 years.

Pensions

Chemicals has a number of trustee pension plans, both contributory and noncontributory, covering substantially all full-time employees. Pension cost is comprised of current service cost and amortization of past service cost over 10 years. Pension cost is accrued based upon actuarial valuations and funded at an amount in excess of the minimum required by the Employee Retirement Income Security Act.

Income Taxes

Income taxes are provided during the period in which transactions affect the determination of financial statement income, regardless of when they are recognized for tax purposes. Deferred income taxes are provided for timing differences. Investment tax credits are accounted for using the flow-through method.

Chemicals receives a charge or credit from Diamond Shamrock equivalent to its income taxes (other than foreign income taxes) computed on a separate return basis. Such current and prior year charges and credits are included as components of the intercompany receivable in the accompanying Pro Forma Consolidated Balance Sheet.

Note 2 - Sale of Chemicals

In May 1986, Diamond Shamrock and Occidental executed a letter of intent pursuant to which Occidental would acquire Chemicals from Diamond Shamrock subject to various conditions. The sale will be consummated in the third quarter of 1986.

In conjunction with the sale of Chemicals, Diamond Shamrock has committed that, as of the closing, Diamond Shamrock and Chemicals will settle intercompany accounts by netting intercompany receivable and payable accounts and closing the net amount to

the equity account.

Note 3 - Sale of Cogeneration Business Unit

Chemicals expects to consummate the sale of its Cogeneration Business Unit (as defined in the Stock Purchase Agreement) immediately prior to or at the time of closing of the sale of Chemicals (See Note 2 - Sale of Chemicals). The Cogeneration Business Unit's income from operations included in other revenues in the accompanying Pro Forma Consolidated State of Income was \$9,870 for the three months ended March 31, 1986, and \$11,253 for the three months ended June 30, 1986.

Note 4 - Related Party Transactions

In addition to incurring the costs and expenses associated with its operations, Chemicals is allocated certain administrative costs by Diamond Shamrock. Allocation percentages are generally determined from studies of time devoted to specific services and the relationship of Chemicals' capital employed to Diamond Shamrock's consolidated capital employed. Such charges amounted to \$1,611 and \$1,651 for the three months ended March 31, and June 30, 1986, respectively.

Interest is also allocated to Chemicals based on the relationship of debt required for the capital employed by Chemicals to Diamond Shamrock's consolidated debt.

In addition, Chemicals sells caustic soda and various other products to and purchases salt from Diamond Shamrock. Such sales and purchases amounted to \$121 and \$602 for the three months ended March 31, 1986, respectively, and \$63 and \$658 for the three months ended June 30, 1986, respectively.

Note 5 - Foreign Currency

Foreign currency transaction and remeasurement gains and losses reflected in earnings amounted to gains of \$86 and \$150 for the three months ended March 31, and June 30, 1986, respectively.

At June 30, 1986, there were accumulated undistributed earnings after applicable local taxes of foreign subsidiaries of \$7,595 for which no provision was necessary for foreign withholding or other income taxes because that amount had been reinvested in properties and equipment and working capital.

Note 6 - Receivables

	<u>March 31,</u> <u>1986</u>	<u>June 30,</u> <u>1986</u>
Notes and accounts receivable	\$120,713	\$125,896
Less - Allowance for doubtful receivables	<u>939</u>	<u>1,031</u>
	\$119,774	\$124,865

Note 7 - Inventories

	<u>March 31,</u> <u>1986</u>	<u>June 30,</u> <u>1986</u>
Finished and in-process	\$ 57,415	\$ 47,234
Raw materials	24,392	22,942
Supplies	<u>21,536</u>	<u>21,630</u>
	\$103,343	\$ 91,806

The current cost of inventories valued under the LIFO cost method (approximately 72% of total inventories at March 31, and June 30, 1986) exceeded their LIFO carrying values by \$22,204 and \$21,104 at March 31, and June 30, 1986, respectively.

Note 8 - Properties and Equipment

	<u>March 31,</u> <u>1986</u>	<u>June 30,</u> <u>1986</u>
Land	\$ 26,377	\$ 29,738
Buildings and land improvements	113,476	114,078
Machinery and equipment	718,424	723,380
Leasehold improvements	3,832	3,814
Furniture and fixtures	7,731	7,684
Construction-in-progress	<u>20,476</u>	<u>12,836</u>
	890,316	891,530
Less - Accumulated depreciation	<u>397,814</u>	<u>407,201</u>
	\$492,502	\$484,329

Authorized expenditures under approved appropriations for additions to properties and equipment over the next several years were \$11,189 at June 30, 1986, after deducting expenditures through that date.

The provision for depreciation for the three months ended March 31, and June 30, 1986 of \$11,945 and \$11,889, respectively, was computed in accordance with the following rates:

Buildings and land improvements	2% to 3%
Machinery and equipment	4% to 20%
Leasehold Improvements	Lease terms
Furniture and fixtures - mechanical	15%
Furniture and fixtures - non-mechanical	6% to 7%

Note 9 - Investments and Long-Term Receivables

	<u>March 31,</u> 1986	<u>June 30,</u> 1986
Investments and advances to associated companies, at equity	\$ 4,932	\$ 5,157
Investments, at cost, and long-term receivables	<u>16,904</u>	<u>17,559</u>
	\$ 21,836	\$ 22,716

Note 10 - Intangible Assets

	<u>March 31,</u> 1986	<u>June 30,</u> 1986
Intangibles resulting from acquisitions - excess of cost over fair value of net assets acquired	\$ 15,519	\$ 15,519
Patents, trademarks, formulae, processes, etc.	<u>5,867</u>	<u>6,670</u>
	21,386	22,189
Less - Accumulated amortization	<u>5,581</u>	<u>6,099</u>
	\$ 15,805	\$ 16,090

The provision for amortization for the three months ended March 31, and June 30, 1986 was \$441 and \$518, respectively.

Note 11 - Long-Term Debt and Capital Lease Obligations

	<u>March 31,</u> <u>1986</u>	<u>June 30,</u> <u>1986</u>
Pollution control/Industrial revenue financings (6.75% to 14.50%)	\$ 94,012	\$ 93,776
Other loans (variable rate)	5,675	5,568
Capital lease obligations (5.25% to 13.51%)	<u>10,650</u>	<u>10,017</u>
	110,337	109,361
Less - Due within one year		
Long-term debt	2,895	2,939
Capital lease obligations	<u>1,952</u>	<u>1,483</u>
	\$105,490	\$104,939

Total interest costs incurred were as follows:

	Three Months Ended	
	<u>March 31,</u> <u>1986</u>	<u>June 30,</u> <u>1986</u>
Chemicals' interest	\$ 3,056	\$ 3,099
Allocated Diamond Shamrock interest	<u>3,096</u>	<u>3,246</u>
	6,152	6,345
Less - Capitalized interest	<u>247</u>	<u>157</u>
	\$ 5,905	\$ 6,188

Note 12 - Lease Commitments

Chemicals leases certain machinery and equipment, transportation and marketing facilities, and office space under cancellable and non-cancellable leases, most of which expire within 20 years and may be renewed. Chemicals' properties and equipment under capital lease were as follows:

	<u>March 31,</u> <u>1986</u>	<u>June 30,</u> <u>1986</u>
Machinery and equipment	\$ 2,120	\$ 2,064
Leasehold improvements	<u>21,611</u>	<u>21,320</u>
	23,731	23,384
Less - Accumulated depreciation	<u>17,393</u>	<u>17,340</u>
	\$ 6,338	\$ 6,044

Included in the provision for depreciation for the three months ended March 31, and June 30, 1986, was depreciation applicable to assets under capital lease of \$234 and \$231, respectively.

Rental expense for operating leases was as follows:

	Three Months Ended	
	<u>March 31,</u> <u>1986</u>	<u>June 30,</u> <u>1986</u>
Total rentals	\$ 5,452	\$ 5,533
Less - Sublease rental income	<u>213</u>	<u>196</u>
Rental expense	\$ 5,239	\$ 5,337

Note 13 - Commitments and Contingencies

Chemicals is a party to a number of pending lawsuits, but in connection with the sale of Chemicals to Occidental, Diamond Shamrock has agreed to indemnify Chemicals for all losses and expenses incurred in connection therewith (See Note 2 - Sale of Chemicals).

SCHEDULE 2.09

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Corporation
and
Oxy-Diamond Alkali Corporation

CONDUCT OF BUSINESS

1. ADC explosion at the Ashtabula plant on January 17, 1986
2. Purchase of a certain portion of the business of Economics Laboratory, Inc. (including Soilax product line for pulp and paper products)
3. Sale of all of the business of Lankro Chemicals Limited, a U.K. corporation, and its subsidiary companies
4. Agreement to sell certain real estate associated with the Richmond plant
5. Organization of Diatecnica Comercio E Participacoes Ltda., a Brazilian corporation ("DIATECNICA"); transfer of the interest held in Herbitecnica Defensivos Agricolas Ltda., a Brazilian corporation to DIATECNICA; transfer of DIATECNICA from Diamond Shamrock Chemicals Company to Diamond Shamrock Corporate Company
6. Purchase of certain real estate by Diamond Shamrock France, S.A., a French corporation
7. Sale of a portion of the real estate associated with the Harrison plant
8. Internal restructuring between Diamond Shamrock Far East Ltd. and Diamond Shamrock China

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9. Reorganization of U.K. Companies, including:
- transfer of all of the shares of Diamond Shamrock Process Chemicals Ltd., a U.K. corporation, to Diamond Shamrock Chemicals Company
 - transfer of all of the shares of Diamond Shamrock Europe Ltd., a U.K. corporation, and all of its subsidiaries to Diamond Shamrock Corporate Company and DSC Acquisitions, Inc.
 - repayment of various Diamond Shamrock Investments S.A., a Swiss corporation, funds and capitalization of certain intercompany advances
10. Transfer of all of the shares of Diamond Shamrock (Africa) Pty. Ltd., a South African corporation, owned by Diamond Shamrock Chemicals Company to Diamond Shamrock Corporate Company
11. Purchase of two notes of Diamond Shamrock France, S.A. in the principal amounts of FF 4,000,000 and FF 5,000,000 from Diamond Shamrock Investments S.A. to Diamond Shamrock Chemicals Company
12. Transfer of Hamada Agricultural Company Limited, a Nigerian corporation, Agricultural and Industrials Chemicals (Nigeria) Ltd., a Nigerian corporation, and DICHEM Limited, a British Virgin Islands corporation, to Diamond Shamrock Corporate Company
13. Transfer of the promissory note from Agro-Allied Development Limited, a Nigerian corporation, to Diamond Shamrock Corporate Company
14. Transfer of Duolite International, Inc., a Delaware corporation and Sirotherm, Inc., a Delaware corporation, to Diamond Shamrock Corporate Company
15. Transfer of all rights of Diamond Shamrock Chemicals Company under the Loan Agreement, dated October 1, 1981, with C. Conradty Nurnberg GmbH & Co. KG to Diamond Shamrock Corporate Company
16. Transfer of Metal Coatings International Inc., a Delaware corporation, to Diamond Shamrock Corporate Company, including partial assignment of a services agreement

17. Transfer of Diamond Shamrock International Corporation, a Delaware corporation, Diamond Shamrock Venezolana, S.A., a Venezuelan corporation, Insulating Aggregates, Inc., a Louisiana corporation, to Diamond Shamrock Corporate Company
18. Assignment of the DACAMOX Technology Sale Agreement with Rhone-Poulenc to Diamond Shamrock Corporate Company
19. Transfer of certain assets and contracts associated with COHESS System to Diamond Shamrock Chemicals Company
20. Transfer of the properties located in or about Princeton, New Jersey to Diamond Shamrock Corporate Company
21. Transfer of all real properties, located in Lake and Geauga Counties, Ohio and the mortgage with Lake Underground Storage unassociated with the Chemicals Business to Diamond Shamrock Corporate Company and Diamond Shamrock Chemical Land Holdings Inc.
22. Transfer of all gas wells and gas gathering systems in Ohio together with associated oil and gas leases and mineral estates, except for the gas well at the Ashtabula plant to Diamond Shamrock Exploration Company.
23. Transfer of all properties associated with the Kearney plant site in New Jersey to Diamond Shamrock Chemical Land Holdings Inc.
24. Redemption of share owned by Diamond Shamrock Canada Ltd., an Ontario corporation, in Diamond Shamrock Exploration of Canada Ltd., a Canadian corporation
25. Transfer of properties and other rights in Chambers County, Texas to Diamond Shamrock Refining and Marketing Company, including the assignment of certain contracts
26. Transfer of properties located at 80 Lister Avenue and 120 Lister Avenue, Newark, New Jersey, to Diamond Shamrock Chemical Land Holdings Inc.
27. Transfer of the medical technology business to BioSpecific Technologies, Inc., a Delaware corporation
28. Transfer of BioSpecific Technologies, Inc., a Delaware corporation, to Diamond Shamrock Corporate Company

29. Transfer of Concord, Ohio properties and leases to Diamond Shamrock Corporate Company and Diamond Shamrock Chemical Land Holdings Inc., including:
 - contracts related to the Concord, Ohio facility
 - various lease improvements
30. Transfer of the lease and other contracts associated with Ocean Systems from Diamond Shamrock Chemicals Company to Diamond Shamrock Corporate Company
31. Transfer of Chemnor note from FINT Corporation, a Delaware corporation, to Diamond Shamrock Chemicals Company
32. Rescission of transfer of Falcon 20 Lease from Diamond Shamrock Aviation Company to Diamond Shamrock Chemicals Company
33. Perfection of transfer of 1984 transfer of Texas Stadium Box
34. Transfer of land in Hamilton County, Texas
35. Services Agreement between Diamond Shamrock Chemicals Company and Diamond Shamrock Corporate Company
36. Transfer of interest in Muenzing Chemie GmbH to Diamond Shamrock Corporation
37. Assignment by Diamond Shamrock Chemicals Company to Diamond Shamrock Corporate Company to effect the transfers of the Excluded Assets
38. Consent of The Chase Manhattan Bank relating to transfer under the Loan Agreement with Korea Potassium Chemical Company.
39. Consent of The First National Bank of Boston regarding the Eurodollar Credit Agreement with Diamond Shamrock de Chile S.A.I.
40. Consent of Citibank, N.A. and others with respect to the Credit Agreement with Carbocloro

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SCHEDULE 2.11

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

REAL PROPERTY INTERESTS

Certain short-term or terminable warehouse, warehouse service, and terminal storage agreements which may contain features of lease agreements are disclosed as Contracts on Schedule 2.16.

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OWNED REAL PROPERTY

Description of Property

Liens

Plant site located in
Belle, West Virginia

Plant site located in
Castle Hayne, North Carolina
including noncontiguous
parcels owned by DSCC

Plant site located in
Jersey City, New Jersey

Plant site located in
Chicago, Illinois

Plant site located in
Cincinnati, Ohio

Plant site located in
Convent, Louisiana

Act of Mortgage dated
2/21/86 among DSCC, The
B. F. Goodrich Company
and Convent Chemical
Corporation

Plant site located in
Dallas, Texas

Headquarters for DSCC
located in Irving, Texas
generally known as
351 Phelps Court Road

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Description of Property

Liens

Plant site located in
Lockport, New York

Liens created under
Indenture executed and
delivered in connection
with the Industrial
Revenue Bonds, Series
1981, issued by the
Niagara County Industrial
Development Agency

Plant site located in
Delaware City, Delaware

Liens created under
Indenture executed in
connection with the
First Mortgage Revenue
Bonds - Series 1966 - by
the Delaware Industrial
Building Commission

Plant site located in
Ashtabula, Ohio

Plant site located in
Mobile, Alabama

Easement created by Deed
executed and delivered in
connection with the
Pollution Control
Facilities Revenue Bonds,
Series 1971, issued by
the West Alabama
Environmental Improvement
Authority Bonds

Plant site located in Muscle
Shoals, Alabama

Liens created under
Indenture executed and
delivered with the
Pollution Control
Facilities Revenue Bonds,
Series 1971, issued by
the North Alabama
Environmental Improvement
Authority Bonds

Description of Property

Liens

Plant site located in
Deer Park, Texas

Liens created under
Indenture executed and
delivered in connection
with the Industrial and
Pollution Control Revenue
Bonds, Series 1974, and
Revenue Bonds, Series
1974, issued by the
Industrial Development
Board of the City of
Muscle Shoals

Ground lease dated 12/31/81
between DSC and DSPC

Plant site located in
LaPorte, Texas (Battleground
Plant) including noncontiguous
parcels owned by DSCC

An approximately 1-1/2
mile pipeline connecting
the Deer Park and
Battleground Plants,
in which DSCC has an
interest acquired by
permit or easement

An approximately 17 mile
pipeline corridor
connecting property
located in Barbers Hill
(Mont Belvieu), Texas
with the Battleground
Plant, primarily owned
by DSCC in fee simple

Oil, gas, salt and other
mineral interests at Mont
Belvieu and Barbers Hill

Description of Property

Liens

Land located in North Dayton,
Texas

An approximately 23 mile
pipeline connecting North
Dayton with a point near
Barbers Hill primarily
acquired by assignable
R.O.W.s

Certain portion of pipeline
subject to dispute

Plant site located in
Carlstadt, New Jersey

Plant site located in Cedartown,
Georgia

Liens created under
Indenture executed and
delivered in connection
with the Pollution
Control Revenue Bonds,
Series 1972-DS, issued by
the Development Authority
of Polk County

Plant site located in
Charlotte, North Carolina

Plant site located in
Harrison, New Jersey

Plant site located in
Richmond, California
[Agreement signed for the
sale of approximately 3.5
acres]

Plant site located in
Oxnard, California

Description of Property

Liens

Plant site located in
Broadmeadows, Victoria
Australia (Diamond
Shamrock (Australia)
Pty. Limited)

Plant site located in
Hamilton, Ontario Canada

Present use does not
conform with the current
municipal zoning
regulations and
operates as a legally
established non-conforming
use

Plant site located in
Talcahuano, Chile
[Agreements to sell
approximately 67,700
square meters of land to
Shell Chile and approxi-
mately 26,000 square
meters of land to Dinamic
Oil] (Diamond Shamrock de
Chile S.A.I.)

Office building located
in Santiago, Chile
(Diamond Shamrock de
Chile S.A.I.)

Plant site located in
Terrassa, Spain
(Diamond Shamrock
Eytesa S.A.)

Apartment located in
Zona Industrial de La
Urbanizacion Can Parrellada,
Spain [Proposal to lease
all or a portion of this
apartment is under
consideration] (Diamond
Shamrock Eytesa S.A.)

Description of Property

Liens

Plant site located in
Courtenay, France
(Diamond Shamrock France
S.A.)

Plant site located in
Leeds, England
(Diamond Shamrock Process
Chemicals Limited)

Plant site located in
Chung Li, Taipei, Taiwan
(Diamond Shamrock
Taiwan Ltd.)

Plant site located in
Bangkok, Thailand (Thai
Diamond Shamrock Chrome
Limited)

Land mortgage with
Nakoruthorn Bank

Plant site located in
Cubatao, Brazil
(Carbochloro S.A.
Industrias Quimicas)

Office located in
Sao Paulo, Brazil
(Carbochloro S.A.
Industrias Quimicas)

Plant site located at
Inchon, Korea (KPFC)

Mortgage with Chase
Manhattan Bank

8308G

LEASED REAL PROPERTY

- [9.1.1300] 1. Office Park Space Lease, dated December 27, 1982, between Site 19 Ltd. and Diamond Shamrock Corporation
- Annual Payment: \$103,950.00
 - Certain Other Financial Obligations of Lessee:
 - Certain insurance costs; certain operating expenses
 - Expiration Date: January 31, 1988
 - Renewal Options: None
 - Location: Atlanta, Georgia
(Atlanta Sales Office)
- [9.1.1303] 2. Lease Agreement, dated November 17, 1985, as amended, between Crow-Williams-Henry #1 and Diamond Shamrock Chemicals Company.
- Annual Payment: \$209,664.00
 - Certain Other Financial Obligations of Lessee:
 - Certain utility costs; certain operating expenses; certain taxes; certain insurance costs
 - Expiration Date: February 28, 1991
 - Renewal Options: Renewable for one additional term of five years
 - Location: Irving, Texas (Las Colinas Customer Service Center)
- [9.1.1304] 3. Lease Agreement, dated October 30, 1984, as amended, between Century Centre I and Diamond Shamrock Chemicals Company
- Annual Payment: \$113,160.00
 - Certain Other Financial Obligations of Lessee:
 - Certain additional charges (§ 3(b)); certain operating expenses; certain utility costs; certain maintenance costs; certain insurance costs
 - Expiration Date: January 31, 1990

OCC033477

- Renewal Options: Option to renew for one five-year period; "Hold Over" option of three months as defined in Section 16 and Rider Section 16
 - Location: San Mateo, California (California Sales Office)
4. Commercial Lease Agreement, dated October 20, 1980, between McFadden & Miller Construction Company and/or Assigns and Diamond Shamrock Corporation
- Annual Payment: years 4-6: \$ 92,832.00
7-10: \$114,420.00
 - Expiration Date: 10 years after Completion Date (7-1-91)
 - Certain Other Financial Obligations of Lessee:
 - Pro rata share of insurance and operating expenses
 - Location: Dallas, Texas (Dallas TCI)
- [9.1.1311] 5. Lease Agreement, dated January 1, 1977, between Golden Bear Muirfield, Inc. and Diamond Shamrock Corporation
- Annual Payment: Dollar amount determined pursuant to Ground Rent provisions set forth in § 3
 - Certain Other Financial Obligations of Lessee:
 - Certain insurance costs; certain maintenance costs; certain utility costs; certain construction and furnishing costs
 - Expiration Date: December 31, 2006
 - Renewal Option: None
 - Location: Dublin, Ohio (Golf Condo)
- [9.1.1312] 6. Lease, dated April 23, 1980, between Carlyle Real Estate Limited Partnership-75 and Diamond Shamrock Corporation
- Annual Payment: May 1, 1986 - April 30, 1991 : \$729,951.00
 - Certain Other Financial Obligations of Lessee:

- Certain taxes; certain insurance costs; certain utility costs; certain maintenance costs
- Expiration Date: April 30, 1991
- Renewal Options: Two 5-year renewal options
- Location: Pasadena, Texas (Pasadena Operations)

[9.1.1313b] 7. Sublease, dated February 1, 1983, between Diamond Shamrock Corporation and Ventech Investment Company

- Annual Payment:
 - \$400,000 (base rental) (plus \$10.00 per square foot per year for certain additional space)
 - [Annual payments include: Base Rental, Base Rental Escalation and Additional Rent as described in Sections 4(a), 4(b) and 4(c)]
- Certain Other Financial Obligations of Lessor:
 - Certain utility costs; certain maintenance costs; certain insurance costs
- Expiration Date: April 30, 1991
- Renewal Options: None
- Location: Pasadena, Texas

8. Lease, dated September 2, 1977, between Diamond Shamrock Corporation and Mack Properties Co. No. 4

- Annual Payment: \$594,996
- Certain other financial obligations of Lessee:
 - Certain taxes; certain utility costs; certain insurance costs; certain repair costs
- Expiration Date: September 1, 1992
- Renewal Options: 5 year renewal option per Article XXVI
- Location: Morristown, New Jersey (Process Chemicals Headquarters)

9. Lease Agreement, dated July 23, 1976, as amended, between Diamond Shamrock France S.A.

and Societe Lyonnaise Immobiliere Pour
L'Industrie et le Commerce - Sliminco
("Sliminco")

- Annual Payment: _____
- Certain Other Financial Obligations of Lessee:
 -
- Commencement Date: _____
- Expiration Date: _____
- Location: Ponthierry, France (Diamond Shamrock France S.A.)

10. Office Lease Agreement, dated March 31, 1978, as amended, between Diamond Shamrock Pacific Limited and Aoi Kigyo K.K.

- Annual Payment: Y 21,110,520 (allocated D.S. Pacific Y 12,953,507 and MDS Y 8,157,013)
- Certain Other Financial Obligations of Lessee:
 - Certain utility costs; certain maintenance costs
- Expiration Date: March 31, 1988
- Renewal Options: Yes
- Location: Tokyo, Japan (Diamond Shamrock Pacific

11. Lease Agreement, dated October 14, 1982, between Diamond Shamrock Scandinavia A/S and Senko A/S

- Annual Payment: N.Kr. 1,313,993 (for 1981, multiplied by Stormbull's index for adjustment in subsequent years)
- Certain Other Financial Obligations of Lessee:
 - Certain taxes; certain insurance costs; certain costs incurred by Lessor
- Expiration Date: April 30, 1994
- Renewal Options: Three 5 year renewal options
- Location: Drammen, Norway (Diamond Shamrock Scandinavia A/S)

12. Instrumento Particular de Contrato de Locacao, Que Entre Si Celebram, dated August 22, 1985, between Carbocloro S.A. Industrias Quimicas and Jodlpar Sociedade Civil Limitada

- Annual Payment: _____
- Certain Other Financial Obligations of Lessee: _____
- Commencement Date: _____
- Expiration Date: _____
- Renewal Options: _____
- Location: _____, Brazil

B. Leases executed in connection with Industrial Revenue Bonds or Pollution Control Bonds of Diamond Shamrock Corporation

13. Lease, dated as of September 1, 1966, between Delaware Industrial Building Commission and Diamond Shamrock Corporation (formerly Diamond Alkali Company) executed and delivered in connection with the \$17,000,000 Delaware Industrial Building Commission First Mortgage Revenue Bonds, Series 1966 (the "Bonds")

- Semiannual payments to meet principal and interest payments on Bonds, with principal payments of \$1,185,000 for the year 1986 and ending with \$1,240,000 for the year 1987.
- Expiration Date - September 1, 1987 or until Bonds are paid in full
- Location - Red Lion Hundred, New Castle County, Delaware

14. Lease Agreement, dated as of December 1, 1974, between the Industrial Development Board of Muscle Shoals and Diamond Shamrock Corporation executed and delivered in connection with the \$1,000,000 Industrial Development Board of the City of Muscle Shoals Revenue Bonds, Series 1974 (the "Bonds")

- Semiannual payments to meet principal and interest payments on Bonds, beginning with principal payments of

\$75,000 for 1985-1987, \$100,000 for 1988-1991, and ending with \$125,000 from 1991 to 1994

- Expiration Date - December 1, 1994 or until Bonds are fully paid
- Options to purchase project in certain circumstances; obligation to purchase Project upon completion
- Location - Muscle Shoals; Colbert County, Alabama

15. Lease Agreement, dated as of December 1, 1974, between the Industrial Development Board of the City of Muscle Shoals and Diamond Shamrock Corporation executed and delivered in connection with the \$2,300,000 Industrial Development Board of the City of Muscle Shoals Pollution Control Revenue Bonds, Series 1974 (the "Bonds")

- Semiannual payments to meet payments on Bonds, beginning with principal payments of \$100,000 for 1985-1988, \$150,000 for 1989-1991, \$175,000 for 1992-1997 and ending with \$200,000 for 1998-1999
- Expiration Date - December 1, 1999 or until Bonds are fully paid
- Options to purchase Project in certain circumstances; obligations to purchase Project upon its completion
- Location - Muscle Shoals, Colbert County, Alabama

16. Lease Agreement, dated as of October 1, 1971, between North Alabama Environmental Improvement Authority and Diamond Shamrock Corporation (lease of easement) executed and delivered in connection with the \$1,800,000 North Alabama Environmental Improvement Authority Pollution Control Facilities Revenue Bonds Series 1971-DS (the "Bonds") for lease of an easement described therein

- Semiannual payments to meet principal and interest payments on Bonds, beginning with principal payments of \$110,000 for 1986, \$120,000 for 1987, \$130,000 for 1988, \$140,000 for 1989, \$150,000 for 1990 and \$160,000 for 1991

- Expiration Date - September 30, 1991 or until Bonds are fully paid
- Options to purchase Project in certain circumstances; Obligation to purchase Project upon completion
- Location - Muscle Shoals, Colbert County, Alabama

17. Lease Agreement, dated as of October 1, 1971, between West Alabama Environmental Improvement Authority and Diamond Shamrock Corporation executed and delivered in connection with the \$950,000 West Alabama Environmental Improvement Authority Pollution Control Facilities Revenue Bonds, Series 1971-DS (the "Bonds") for the lease of an easement described therein

- Semiannual payments to meet principal and interest payments on Bonds which principal payments are less than \$100,000
- Expiration Date - September 30, 1991 or until Bonds are fully paid
- Options to purchase Project in certain circumstances; obligation to purchase Project upon completion
- Location - Mobile, Mobile County, Alabama

18. Lease Agreement, dated as of October 1, 1972, between Development Authority of Polk County and Diamond Shamrock Corporation executed and delivered in connection with the \$1,350,000 Development Authority of Polk County Pollution Control Revenue Bonds, Series 1972-DS (the "Bonds")

- Semiannual payments to meet principal and interest payments on Bonds which are less than \$100,000 until 1992 at which time principal payments are \$110,000
- Expiration Date - October 1, 1992
- Options to purchase Project in certain circumstances; obligation to purchase Project upon completion
- Location - Cedartown, Polk County, Georgia

19. Lease Agreement, dated December 1, 1981, between Parish of St. James, State of Louisiana and Convent Chemical Corporation ("Convent") executed and delivered in connection with \$19,500,000 Parish of St. James, State of Louisiana Pollution Control Revenue Bonds Series 1981 (the "Bonds")

- Semiannual payments to meet interest and principal on Bonds, with principal payments beginning on December, 1996 with respect to certain of the Bonds which mature on December 1, 2001 with payments in 1996 being \$910,000, in 1997 \$1,040,000, in 1998 \$1,185,000, in 1999 \$1,355,000, in 2000 \$1,545,000 and with principal payments beginning on December 1, 2002 with respect to certain of the Bonds which mature on December 1, 2011 with principal payments being \$590,000 in 2002, \$675,000 in 2003, \$775,000 in 2004, \$885,000 in 2005, \$1,015,000 in 2006, \$1,160,000 in 2007, \$1,330,000 in 2008, \$1,525,000 in 2009 and \$1,745,000 in 2010
- Expiration Date - December 1, 2011
- Options to Purchase Project in certain circumstances
- Location - Convent, Louisiana

20. Lease Agreement, dated December 1, 1981, between South Louisiana Port Commission and Convent executed and delivered in connection with \$27,000,000 South Louisiana Port Commission Port Facilities Revenue Bonds, Series 1981 (the "Bonds")

- Semiannual payments to meet interest and principal on Bonds, with principal payments beginning on December 1, 1996 with respect to certain of the Bonds which mature on December 1, 2001 with payments in 1996 being \$470,000, in 1997 \$535,000, 1998 \$610,000, 1999 \$700,000 and 2000 \$800,000 and with principal payments beginning on December 1, 2002, with respect to those Bonds which mature on December 1, 2011 with payments in

- 2002 being \$1,160,000, in 2003 \$1,325,000, in 2004 \$1,520,000, in 2005 \$1,740,000, in 2006 \$1,995,000, in 2007 \$2,280,000, in 2008 \$2,615,000, in 2009 \$2,990,000 and in 2010 \$3,425,000
- Expiration Date - December 1, 2011
- Options to purchase Project in certain circumstances
- Location - Convent, Louisiana

21. Lease Agreement, dated as of March 1, 1982, between Parish of St. James, State of Louisiana and Convent executed and delivered in connection with \$1,000,000 Parish of St. James, State of Louisiana Industrial Revenue Bonds, Series 1982 (the "Bonds")

- Semiannual payments to meet principal and interest payments on Bonds, with principal payments to begin in December 1, 2002 through December 1, 2006 of less than \$100,000 and beginning December 1, 2008 \$115,000, 2009 \$130,000 and 2010 \$150,000
- Expiration Date - December 1, 2011
- Options to purchase Project in certain circumstances
- Location - Convent, Louisiana

8646G

SCHEDULE 2.12

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

LEASES OF PERSONAL PROPERTY

2846g

OCC033486

LEASES OF PERSONAL PROPERTY

1. Car Leasing Agreement, dated February 1, 1984, as amended, between Diamond Shamrock Chemicals Company and General Electric Railcar Services Corporation
2. Car Service Contract, dated November 1, 1983, as amended, between Diamond Shamrock Chemicals Company and General American Transportation Corporation
3. Participation Agreement, dated January 5, 1981, among The B. F. Goodrich Company, Valley Bank Leasing, Inc., Bankers Commercial Corporation, Modern Woodmen of America and Valley Bankers Leasing 81-1 Partnership
4. Equipment Lease, dated January 5, 1981, between The B. F. Goodrich Company and Valley Bankers Leasing 81-1 Partnership
5. Equipment Lease, dated April 1, 1978, between Diamond Shamrock Corporation and Trust Company for USL, Inc.
6. Car Lease Agreement, dated June 1, 1985, between Diamond Shamrock Chemicals Company and Allied Corporation
7. Agreement, dated August 1, 1984, between Diamond Shamrock Chemicals Company and Union Tank Car Company
8. Car Sub-lease Agreement, dated December 22, 1981, between Diamond Shamrock Corporation and Union Tank Car Company
9. Master Car Service Contract No. 2-9823, dated July 13, 1973, as amended, between Diamond Shamrock Corporation and ACF Industries
10. Master Car Service Contract No. 2-8584, dated April 26, 1971, between Diamond Shamrock Corporation and ACF Industries, Incorporated
11. Master Car Service Contract No. 2-8586, dated April 28, 1971, as amended, between Diamond Shamrock Corporation and ACF Industries, Incorporated

OCC033487

12. Master Car Service Contract No. 2-8587, dated April 28, 1971, as amended, between Diamond Shamrock Corporation and ACF Industries, Incorporated
13. Master Service Contract No. MSC2-0999, dated January 20, 1976, as amended, between Diamond Shamrock Corporation, Process Division, and ACF Industries, Incorporated
14. Master Service Contract No. 4-2439, dated October 14, 1980, as amended, between Diamond Shamrock Corporation and ACF Industries, Incorporated
15. Master Car Service Contract No. 2-8585, dated April 26, 1971, as amended, between Diamond Shamrock Chemical Company and ACF Industries, Inc.
16. Barge Charter, dated November 27, 1985, between Diamond Shamrock Chemicals Company and The BF Goodrich Company
17. Agreement to Acquire and Charter, dated _____, 1974, between Diamond Shamrock Corporation, the Chase Manhattan Bank and Mercantile-Safe Deposit & Trust Company
18. Bareboat Charter Party, dated _____, 1974, between Diamond Shamrock Corporation and Mercantile - Safe Deposit and Trust Company
19. Agreement and Assignment, dated April 26, 1973, of Bareboat Charter/Lease Agreement, dated September 1, 1973, between GATX Leasing Company and GATX Aircraft Corporation
20. Bareboat Charter/Lease Agreement, dated as of April 26, 1973, between GATX Leasing Corporation and Lone Star Barge Company, Inc.
21. Letter Agreement, dated January 30, 1986, between Diamond Shamrock Chemicals Company and Spanier Marine Corporation
22. Voyage Charter Party, dated May 29, 1986, between Diamond Shamrock Chemicals Company and Diamond Shamrock Corporate Company
23. Bareboat Charter/Lease Agreement, dated as of April 26, 1973, as amended, between Loan Star Barge Company, Inc. and Diamond Shamrock Corporation

24. Locomotive Lease Agreement, as amended, dated November 17, 1983, between Diamond Shamrock Corporation and Inman Service Co., Inc.
25. Rail Car Sublease, dated _____, 198__, between Diamond Shamrock Corporation and The B.F. Goodrich Company
26. Rail Car Lease, dated April 24, 1985, between Diamond Shamrock Chemicals Company and Chemtech Industries, Inc.
27. Rail Car Lease, dated February 12, 1986, between Diamond Shamrock Chemicals Company and Transportation Equipment, Inc.
28. Rail Tank Car Sublease Agreement, dated March 21, 1986, between Diamond Shamrock Chemicals Company and Zip Transportation Company, Inc.
29. Lease of Railroad Equipment, dated July 15, 1978, between Diamond Shamrock Corporation and Exchange National Bank of Chicago
30. Vehicle Lease Agreement, as amended, dated September 19, 1972, between Diamond Shamrock Corporation and Leaseway System Corporation
31. Railcar Sublease, dated November 27, 1984, between Diamond Shamrock Corporation and United States Rail Services, Inc.
32. Participation Agreement, dated July 15, 1978, between Diamond Shamrock Corporation, Security Pacific Equipment Leasing, Inc., Exchange National Bank of Chicago (as Owner-Trustee), First Pennsylvania Bank N.A. (as Agent), and Purchasers
33. Anode Lease Agreement, dated August 17, 1977, as amended, between Electrode Corporation and The B.F. Goodrich Company
34. Locomotive Lease #135, dated November 17, 1983, as amended, between Diamond Shamrock and Inman Service Co., Inc.
35. Locomotive Lease #177, dated November 17, 1983, as amended, between Diamond Shamrock Corporation and Inman Service Co., Inc.

36. Private Car Lease Agreement, dated January 16, 1984, between Diamond Shamrock Chemicals Company and Tenneco Minerals Company
37. Master Lease, dated October 12, 1984, between Diamond Shamrock Chemicals Company and Comdisco, Inc.
38. Car Service Agreement, dated August 1, 1984, between Union Tank Car Company and Diamond Shamrock Chemicals Company
39. Barge Charter Agreement, dated November 27, 1985, between The B.F. Goodrich Company and Diamond Shamrock Chemicals Company whereby The B.F. Goodrich Company agreed to charter three barges to Diamond Shamrock Chemicals Company
40. Rail Car Lease, dated November 27, 1985, between The B.F. Goodrich Company and Diamond Shamrock Chemicals Company
41. Bareboat Charter Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Convent Chemical Corporation
42. Assignment, Assumption and Consent Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company, Convent Chemical Corporation, The Aetna Casualty and Surety Company, The Aetna Life Insurance Company, Exchange National Bank of Chicago, General Electric Credit Corporation and Continental Illinois National Bank and Trust Company of Chicago, whereby Convent Chemical Corporation assigned to Diamond Shamrock Chemicals Company its rights and obligations under a Charter Agreement dated September 15, 1980
43. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Convent Chemical Corporation
44. Assignment, Assumption and Consent Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company, The B.F. Goodrich Company, Valley Bankers Leasing 81-1 Partnership and Valley Bank Leasing
45. Assignment, Assumption and Consent Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company, The B. F. Goodrich Company and Bankers Commercial Corporation, with respect to 57 railcars

54. Lease Agreement, dated as of December 1, 1979, between County Commissioner of Kanawha County and Diamond Shamrock Corporation executed in connection with \$1,000,000 County Commission of Kanawha County, West Virginia Environmental Improvement Revenue Bonds Series 1979 for lease of equipment described in the Lease Agreement
55. Lease Agreement, dated as of December 1, 1981, between South Louisiana Port Commission and Covent Chemical Corporation executed in connection with \$27,000,000 Port Facilities Revenue Bonds (BF Goodrich Guarantor) Series 1981 for lease of facilities described in Lease Agreement
56. Lease Agreement, dated as of December 1, 1981, between Parish of St. James, State of Louisiana and Covent Chemical Corporation executed in connection with \$19,500,000 Pollution Control Revenue Bonds (BF Goodrich Guarantor) Series 1981 for lease of facilities described in Lease Agreement)
57. Lease Agreement, dated as of March 1, 1982, between Parish of St. James, State of Louisiana and Covent Chemical Corporation executed in connection with \$1,000,000 Industrial Revenue Bonds (BF Goodrich Guarantor) Series 1982 for lease of facilities described in Lease Agreement)

2702g

OCC033491

SCHEDULE 2.13

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

BANK ACCOUNTS

2846g

OCC033492

General/Lockbox Accounts

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
80005-8053	Ameritrust Company Cleveland, Ohio General	J. W. McConnell L. R. Domenici D. C. Mielke S. D. Palmentera (W/T) T. J. Joyce C. L. Perkins (W/T)
322-022215	Chemical Bank New York, New York General	J. W. McConnell L. R. Domenici D. C. Mielke S. D. Palmentera (W/T) T. J. Joyce C. L. Perkins (W/T)
040-43-030	Citizens & Southern National Atlanta, Georgia General/Lockbox	J. W. McConnell L. R. Domenici D. C. Mielke S. D. Palmentera (W/T) T. J. Joyce C. L. Perkins (W/T)
72-54911	Continental Illinois National Chicago, IL General/ Lockbox	J. W. McConnell L. R. Domenici D. C. Mielke S. D. Palmentera (W/T) T. J. Joyce C. L. Perkins (W/T)
060-090963	Crocker National San Francisco General/Lockbox	J. W. McConnell L. R. Domenici D. C. Mielke S. D. Palmentera (W/T) T. J. Joyce C. L. Perkins (W/T)
02-1261-3	Interfirst- Las Colinas Irving, Texas General	J. W. McConnell L. R. Domenici D. C. Mielke S. D. Palmentera (W/T) T. J. Joyce C. L. Perkins (W/T)

OCC033493

123-1142

Mellon Bank N. A.
Pittsburgh, Pennsylvania
General

J. W. McConnell
L. R. Domenici
D. C. Mielke
S. D. Palmentera (W/T)
T. J. Joyce
C. L. Perkins (W/T)

51-5-4815-4

Midlantic National Bank
Edison New Jersey
General/ Lockbox

J. W. McConnell
L. R. Domenici
D. C. Mielke
S. D. Palmentera (W/T)
T. J. Joyce
C. L. Perkins (W/T)

00-0-5928

National City
Cleveland, Ohio
General/ Lockbox

J. W. McConnell
L. R. Domenici
D. C. Mielke
S. D. Palmentera (W/T)
T. J. Joyce
C. L. Perkins (W/T)

050-9977

Society National
Cleveland, Ohio
General/International Lockbox

J. W. McConnell
L. R. Domenici
D. C. Mielke
S. D. Palmentera (W/T)
T. J. Joyce
C. L. Perkins (W/T)

046-0527

Texas Commerce
Houston, Texas
General/ Lockbox

J. W. McConnell
L. R. Domenici
D. C. Mielke
S. D. Palmentera (W/T)
T. J. Joyce
C. L. Perkins (W/T)

1861055172

Wachovia Bank & Trust Company, N.A.
Charlotte, North Carolina
General/ Lockbox

J. W. McConnell
L. R. Domenici
D. C. Mielke
S. D. Palmentera (W/T)
T. J. Joyce
C. L. Perkins (W/T)

OCC033494

11 Locations on "Pool" Payroll Account

As of June 30, 1986

13 Baltimore TCI
16 Dallas Silicate
18 Delaware Plant
21 Castle Hayne
22 Chicago Silicate
29 TCI Franklin Park
30 Jersey City Silicate
34 Lockport Silicate
38 Mobile Plant
69 Oxnard Plant
80 Ashtabula

OCC033495

Pooled Payroll Account 167-8761
Mellon Bank
Pittsburgh, Pennsylvania

Plant or Office Locations

Authorized Signatures

Ashtabula Semi-Works Plant (80)

F. C. Leitert (M & F)
D. J. Wainio

Baltimore TCI Plant (13)

J. Bloom
P. L. Bowman, Jr.

Castle Hayne Plant (21)

R. P. Farver (M & F)
J. Moon
W. E. Hines

Chicago Silicate Plant (22)

G. T. Renzaglia
M. W. (Kelly) Dworaczyk
J. A. Salvo

Dallas Silicate Plant (16)

P. E. Johnson
D. T. Wingfield
L. W. Woody
C. W. Evans

Delaware City Plant (18)

W. A. Fertig, Jr. (M & F)
I. F. Polasek

Franklin Park TCI (29)

C. L. Monroy
M. L. Clemmons

Jersey City Plant (30)

P. Malone
J. A. Kasmer

Lockport Plant (34)

G. Ernst
R. J. Schmidt

Mobile Plant (38)

W. T. Arnold
R. Perkinson
C. Spence
A. L. Imler

Oxnard Plant (69)

F. R. Newton
R. G. Wofford

OCC033496

35 DSCC Locations on Mellon Working Fund Account

As of June 30, 1986

11 Atlanta Sales	33 Irving
13 Baltimore Plant TCI	34 Lockport Silicate
14 Beachwood Sales	35 Harrison
15 Charlotte	37 Morristown
16 Dallas Silicate	38 Mobile Plant
18 Delaware Plant	40 Muscle Shoals Plant
19 Battleground	42 Cedartown
21 Castle Hayne	43 Richmond
22 Chicago Silicate	44 New York Sales
23 Belle Plant	46 Philadelphia Sales
24 Chicago Sales	48 TCI Dallas
25 Deer Park	50 Tech Center
26 Irving Payroll	55 Customer Service - Las Colinas
27 Cincinnati Silicate	62 Convent
28 Houston Sales	65 Western Region
29 TCI Franklin Park	69 Oxnard Plant
30 Jersey City Silicate	80 Ashtabula
31 Carlstadt	

OCC033497

Working Fund Account 175-2669
Mellon Bank
Pittsburgh, Pennsylvania

Plant of Office Location

Authorized Signatures

Ashtabula Semi-Works Plant (80)

F. C. Leitert
D. J. Wainio

Atlanta Sales (11)

K. E. Armbruster
P. J. Huber
D. Thomas
R. Yelverton
S. K. Fletcher

Baltimore TCI Plant (13)

J. Bloom
P. L. Bowman, Jr.

Battleground Plant (19)

T. H. Morrow
H. D. Howell
B. A. Morrison

Beachwood Sales (14)

D. Thomas
C. J. Krivacek
R. J. Brill, Jr.
W. E. Downey
J. D. Fleming

Belle Plant (23)

C. E. Painter
L. H. Hurn
L. T. Walker

Carlstadt Plant (31)

A. M. Hauser
R. L. Chonoles

Castle Hayne Plant (21)

R. P. Farver
J. Moon
W. E. Hines
R. P. Farver (M & F)

Cedartown Plant (42)

R. W. Adam
W. Ruppert (M & F)

Charlotte Plant (15)

B. W. Sears
S. B. Riedel

Chicago Sales (24)

D. Thomas
B. Wilson
T. R. Crawshaw
M. S. Dye

Chicago Silicate Plant (22)

G. F. Renzaglia
W. Troy
J. A. Salvo

OCC033498

Cincinnati Plant (27)

T. E. Amon
J. Poloha
K. R. Koehler

Convent Plant (62)

Joel Ridenour
J. D. Carona
T. E. Smith

Dallas Silicate Plant (16)

P. E. Johnson
L. W. Woody
C. W. Evans
D. T. Wingfield

Dallas TCI Plant (48)

H. E. Diamond
R. A. Blomfield

Deer Park Plant (25)

T. M. Clayton
T. R. Lipscomb

Delaware City Plant (18)

W. A. Fertig, Jr. (M & F)
I. F. Polasek

Franklin Park TCI Plant (29)

C. L. Monroy
M. L. Clemmons

Harrison Plant (35)

R. F. Novak (M & F)
J. D. Gibbons

Houston Sales (28)

W. N. Simer
J. E. Chinners
T. L. Warning
D. Thomas

Irving Payroll Dept (26)

E. P. Spence
L. R. Keeter
C. K. Tanski

Jersey City Plant (30)

J. A. Kasmer
P. Malone

Las Colinas Office (33)

S. D. Palmentera
T. J. Joyce
E. P. Spence

Customer Service Center (55)

D. Thomas
L. G. Lawrence
J. P. Mavsar
K. D. Dreibelbis
J. E. Whalen

Lockport Plant (34)

G. Ernst
R. T. Schmidt

OCC033499

Mobile Plant (38)

W. T. Arnold
R. Perkinson
A. L. Imler
C. Spence

Morristown (37)

A. M. Sarcich
L. J. Franz
P. R. Mahaney

Muscle Shoals Plant (40)

N. R. Crisler
W. P. McGee (M & F)

New York Sales (44)

D. Thomas
J. H. Wilbert
V. R. Hayden
J. S. Zolnier

Oxnard Plant (69)

F. R. Newton
F. G. Wofford

Philadelphia Sales (46)

W. O. Fox
D. Thomas
C. A. Lehman
D. C. Rhodes

Richmond Plant (43)

J. Waid
D. Yamashita

Technical Center (50)

B. Schenker
D. R. Pulver

Western Region (65)

D. Thomas
B. J. Sturges
J. J. Leinweber
R. L. Bower

OCC033500

OCCNJ 0000797

Controlled Disbursement Accounts

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
15-0160-7	Texas Commerce Bank Odessa, Texas	J. W. McConnell L. R. Domenici D. C. Mielke T. J. Joyce S. D. Palmentera (W/T) C. L. Perkins (W/T)
702092	Texas Commerce Bank Conroe, Texas	J. W. McConnell L. R. Domenici D. C. Mielke T. J. Joyce S. D. Palmentera (W/T) C. L. Perkins (W/T)

OCC033501

Zero Balance Accounts

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
167-8761	Mellon Bank N.A. Pittsburgh, Pennsylvania Pooled Payroll	(See Individual Locations) J. W. McConnell L. R. Domenici D. C. Mielke T. J. Joyce
175-2669	Mellon Bank N.A. Pittsburgh, Pennsylvania Working Fund	(See Individual Locations) J. W. McConnell L. R. Domenici D. C. Mielke T. J. Joyce
123-1062	Mellon Bank Concentration	D. C. Mielke R. C. Becker

OCC033502

Courtesy Accounts

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
101-313-0	First Jersey National Bank Jersey City, New Jersey	J. W. McConnell L. R. Domenici D. C. Mielke J. A. Kasmer P. Malone T. J. Joyce
18-572-8	Northern Trust Bank/Naperville Naperville, Illinois	J. W. McConnell L. R. Domenici D. C. Mielke B. Wilson T. R. Crawshaw T. J. Joyce
18-1197-5	Texas Commerce Bank Las Colinas Irving, Texas	J. W. McConnell L. R. Domenici D. C. Mielke D. Thomas L. G. Lawrence T. J. Joyce
2231-1565	Wilmington Trust Wilmington, Delaware	J. W. McConnell L. R. Domenici D. C. Mielke T. J. Joyce

OCC033503

Payroll Accounts

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
060-0240-4	Central Bank of the South Sheffield, Alabama Hourly Payroll	J. W. McConnell L. R. Domenici D. C. Mielke W. P. McGee (M & F) N. R. Crisler T. J. Joyce
724-01612	The Fifth Third Bank Cincinnati, Ohio Hourly Payroll	J. W. McConnell L. R. Domenici D. C. Mielke T. E. Amon J. Poloha K. R. Koehler T. J. Joyce
12-400-1	Kanawha Banking & Trust Charleston, West Virginia Hourly Payroll	J. W. McConnell L. R. Domenici D. C. Mielke L. T. Walker C. E. Painter T. J. Joyce
000-1321	MBank Pasadena, Texas Hourly Payroll	J. W. McConnell (M & F) L. R. Domenici D. C. Mielke B. A. Morrison T. M. Clayton (M & F) T. R. Lipscomb T. J. Joyce
484-459-9	Republic Bank Dallas, Texas Salary Payroll	J. W. McConnell (M & F) L. R. Domenici C. K. Tanski (Stop Payments) M. L. Rush (Stop Payments) L. Organ (W/T 50,000.00 Max)
02-6443-1	St. James Bank & Trust Convent, Louisiana Hourly Payroll	J. W. McConnell L. R. Domenici D. C. Mielke J. Ridenour (M & F) T. J. Joyce

OCC033504

Miscellaneous Account

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
02-2582-1	Interfirst - Las Colinas Irving, Texas Bond Account	J. W. McConnell L. R. Domenici D. C. Mielke C. K. Tanski M. L. Rush E. P. Spence (Excl W/T) T. J. Joyce
02-1442-9	Irving, Texas Interfirst - Las Colinas D.S. Recreation Assoc.	L. Pack C. Perkins
000-5674-2	South Trust Bank Mobile, Alabama D.S. Recreation Assoc.	C. Spence K. Corley

OCC033505

DIAMOND SHAMROCK PROCESS CHEMICALS

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
011-022-450-8	Horizon Bank, N.A. 225 South Street Morristown, N.J. International Transactions	L. J. Franz P. R. Mahaney
011-026-609-5	Horizon Bank, N.A. 225 South Street Morristown, N.J. Savings Bonds	L. J. Franz P. R. Mahaney
615-504035	Chemical Bank New York, NY Controlled Disbursements	L. J. Franz P. R. Mahaney D. C. Mielke (M & F)
001-4751-6	Midlantic Bank Headquarters Plaza Morristown, N.J. Hourly Payroll	L. J. Franz P. R. Mahaney D. C. Mielke (M & F) (See Individual Locations)

OCC033506

DIAMOND SHAMROCK PROCESS CHEMICALS

Plant of Office Location

Authorized Signatures

Carlstadt Plant

R. N. Chonoles
A. M. Hauser

Harrison Plant

Jerome D. Gibbons
R. F. Novak

Morristown Plant

F. Molle

Cedartown Plant

R. W. Adam
W. Ruppert

Charlotte Plant

Susan Riedel
Michael Pawlyk
B. W. Sears

OCC033507

D. S. (AUSTRALIA) PTY. LIMITED

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
97-94863	Australia & New Zealand Banking Group Limited 9 Dargie Court, Broadmeadows, Vic. 3047 Australia General Working Account Overdraft Facility \$450,000 Other Facilities: - 1. Bills Negotiated not under credit - limit A\$50,000, 2. Documentary Credit Over- seas - limit A\$50,000	(any two of) J. H. Matthews F. B. Martin P. E. Peterson S. Cipriani
320759	Westpac Banking Corporation 126 Church Street South Parramatta, N.S.W. 2150 Imprest Account (Float A\$2,500) for urgent needs Sydney Office	(any one of) J. S. Cummins J. E. Tucker B. D. Parker
	Australia & New Zealand Banking Group Limited 9 Dargie Court Broadmeadows, Vic. 3047 Australia Safe Deposit Box	J. H. Matthews P. E. Peterson S. Cipriani

OCC033508

DIAMOND SHAMROCK CHEMICALS - CANADA LTD.

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
1309-648	Chemical Bank of Canada 50 King Street West Toronto, Ontario, Canada Overnight Investment	N/A
0466046	Toronto Dominion Bank 100 King Street West Hamilton, Ontario, Canada General	K. T. Burgoine J. Foglietta D. Haasner M. Reynolds

OCC033509

DIAMOND SHAMROCK De CHILE S.A.I.

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
13-298745-7	Banco del Trabajo - Providencia Branch Avda. Providencia 1995 Working fund (Expressed in Chilean pesos)	First signature (either or) B. Palau H. J. Martinez A. Montoya Second signature (either or) G. Gomez E. Pizarro R. Morales
13-298746-5	Banco del Trabajo - Providencia Branch Avda. Providencia 1995 Payroll (Expressed in Chilean pesos) (Payroll account only used for Santiago employees and confidential payroll (Santiago executives and Plant managers). Balance of employees paid in cash at Plant).	First signature (either or) B. Palau H. J. Martinez A. Montoya Second signature (either or) G. Gomez E. Pizarro R. Morales
810-672	Banco de A. Edwards - Santiago Nueva Los Leones 085 Working fund (Expressed in Chilean pesos)	First signature (either or) B. Palau H. J. Martinez A. Montoya Second signature (either or) G. Gomez E. Pizarro R. Morales
100033-003	Citibank N.A. - Santiago Morande 223 Working fund (expressed in Chilean Pesos)	First signature B. Palau C. Larrain J. M. Eyzaguirre H. J. Martinez Second signature (either or) G. Gomez E. Pizarro

OCC033510

0200-01313-1

Banco Morgan Finansa - Santiago
Pedro de Valdivia 28
Working fund
(expressed in Chilean pesos)

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second signature (either or)
G. Gomez
E. Pizarro
R. Morales

0101-01002-3

Banco Morgan Finansa - Santiago
Pedro de Valdivia 28
Exports fund
(expressed in US dollars)

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second signature (either or)
G. Gomez
E. Pizarro
R. Morales

0404126-7

Banco de Santiago - Santiago
Providencia 2267
Working funds
(expressed in Chilean pesos)

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second signature
G. Gomez
E. Pizarro
R. Morales

01-7059-00

Banco de Boston - Santiago
Pedro de Valdivia 100
Working fund
(expressed in Chilean pesos)
(Account used mainly for US dollar
transfers from or to U.S.A., for
opening letters of credit and
channeling payments for imports).

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second Signature (either or)
G. Gomez
E. Pizarro
R. Morales

8277-5

Banco del Trabajo - Concepcion Branch
Anibal Pinto 398
Working fund
(expressed in Chilean pesos)

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second signature
G. Gomez
E. Senn
E. Pizarro
R. Morales

OCC033511

753-489

Banco de A. Edwards - Concepcion
O'Higgins 501
Working fund
(expressed in Chilean pesos)

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second signature (either or)
G. Gomez
E. Pizarro
R. Morales

11-02167-0

Banco de Santiago - Concepcion
Barros Arana 441
Working fund
(expressed in Chilean pesos)

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second signature (either or)
G. Gomez
E. Pizarro
R. Morales

6000-01017-9

Banco Morgan Finansa - Concepcion
B. O'Higgins 402
Working fund
(expressed in Chilean pesos)

First signature (either or)
B. Palau
H. J. Martinez
A. Montoya

Second signature (either or)
G. Gomez
E. Pizarro
R. Morales

OCC033512

D. S. EYTESA

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures *</u>
5535-01	Credi Lyonnais Barcelona Commercial Purpose	R. Martinez Roura J. Fernandez Coll S. Rua A. Escura A. Rossello
17.172	Banco de Bilbao Terressa Commercial Purpose	R. Martinez Roura J. Fernandez Coll S. Rua A. Escura A. Rossello
52056-271	Banco Espanol De Credito Terressa Commercial Purpose	R. Martinez Roura J. Fernandez Coll S. Rua A. Escura A. Rossello
24030/47	Banco de Sabadell Terressa Commercial Purpose	R. Martinez Roura J. Fernandez Coll S. Rua A. Escura A. Rossello
4.289	Banco de Santander Terressa Commercial Purpose	R. Martinez Roura J. Fernandez Coll S. Rua A. Escura A. Rossello
20-14.241-2	Banco de Londres Y America Del Sur Barcelona Commercial Purpose	R. Martinez Roura J. Fernandez Coll S. Rua A. Escura A. Rossello
603-00-00415	The Chase Manhattan Bank Barcelona Netting System	R. Martinez Roura J. Fernandez Coll S. Rua A. Escura A. Rossello

OCC033513

Account NumberBank and Type of AccountAuthorized Signatures

030-01276-D

Banco Exterior de Espana
Terressa
Commercial PurposeR. Martinez Roura
J. Fernandez Coll
S. Rua
A. Escura
A. Rossello

52.056-272

Banco Espanol de
Credito
Terressa
Warranty FundR. Martinez Roura
J. Fernandez Coll
A. Rossello
S. Rua
A. Escura

135105-41-83

Caja Ahorros de Terressa
Terressa
Payroll PaymentR. Martinez Roura
J. Fernandez Coll
A. Rossello
S. Rua
A. Escura

84136166

Caja Ahorros de Terressa
Terressa
Payroll PaymentR. Martinez Roura
J. Fernandez Coll
A. Rossello
S. Rua
A. Escura

6245-52

Caja Pensiones de Terressa
Terressa
Payroll PaymentR. Martinez Roura
J. Fernandez Coll
A. Rossello
S. Rua
A. EscuraBanco de Sabadell
Terressa
Savings BanksR. Martinez Roura
J. Fernandez Coll
A. Rossello
S. Rua
A. Escura

OCC033514

Account Number

Bank and Type of Account

Authorized Signatures

1011-11-95

Caja Ahorros de
Terressa
Savings Banks

R. Martinez Roura
J. Fernandez Coll
A. Rossello
S. Rua
A. Escura
A. Rossello

* On all accounts

R. Martinez Roura (sole signatory up to Pras 500,000)
J. Fernandez Coll and A. Rossello (Dual signatories up to Pras 5,000,000)
J. Martinez Roura and A. Escura (Dual signatories from Pras 5,000,000
to 20,000,000)

On all accounts

Authorities signatory powers being processed for Mr. Ballin

OCC033515

D. S. FRANCE

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
04219691000	Banque Francaise Du Commerce Exterieur Paris Foreign Trade	Noel VH. Bastiens Jean-Luc Blanc Michel Cornet Francois-Xavier Olivera Robert-Louis Olivier
60015C	Credit Lyonnais Evry Home Trade and USD Buying	Noel VH. Bastiens Jean-Luc Blan Michel Cornet Francois-Xavier Olivera Robert-Louis Olivier
121607568	Lloyds Bank Int. Paris Home Trade Foreign Trade Short Term Financing	Noel VH. Bastiens Jean-Luc Blanc Michel Cornet Francois-Xavier Olivera Robert-Louis Olivier
020226377	Societe Generale Ponthierry Payroll	Noel VH. Bastiens Jean-Luc Blanc Michel Cornet Francois-Xavier Olivera Robert-Louis Olivier
13052731000	Credit Agricole Courtenay Local Purchases at Factory	Jean-Luc Blanc Daniel Dufoy Christian Marthet
383 98 T	Cheques Postaux Paris Home Trade	Noel VH. Bastiens Jean-Luc Blanc Michel Cornet Francois-Xavier Olivera Robert-Louis Olivier
06091106739	Chase Manhattan Bank Paris Netting System	Noel VH. Bastiens Jean-Luc Blanc Michel Cornet Francois-Xavier Olivera Robert-Louis Olivier

OCC033516

D. S. FRANCE / Portugal

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
30 20 00911 44	Credit Franco Portugais Avenue Des Aliados Porto Portugal	Mr. Barbosa
5 5055992	Lloyds Bank Avenue Des Aliados Porto Portugal	Mr. Barbosa

OCC033517

D. S. TAIWAN

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
#331 US Dollar	Hua Nan Commercial Bank Head Office 38, Chung King S Rd, Sec. 1, Taipei, Taiwan Export trade	Any two of four Eugene Y Yin Jett Lee Eric Kao Peter Chang
#234-3 NT Dollar	International Commercial Bank of China Cheng Chung Branch 42 Hsu Chang Street Taipei, Taiwan Working fund	Any two of four Eugene Y Yin Jett Lee Eric Kao Peter Chang
#20666-018 NT Dollar	Bank of America Taipei Branch 205, Tun Hua N Rd, Taipei, Taiwan Working fund	Any two of four Eugene Y Yin Jett Lee Eric Kao Peter Chang
#763 NT Dollar	Irving Trust Co. Taipei Branch 10, Chung King S Rd, Sec. 1, Taipei, Taiwan Working fund	Any two of four Eugene Y Yin Jett Lee Eric Kao Peter Chang
2000111079 Pass Book NT Dollar	Bank of Taiwan, Chung Shan Branch 150, Chung Shan N Rd, Sec. 1, Taipei, Taiwan Duty refund	Any two of four Eugene Y Yin Jett Lee Eric Kao Peter Chang
Time deposit	Taiwan First Investment & Trust Co. Ltd. Taipei Trust Dept 49-1, Chung Shan N Rd, Sec. 2, Taipei, Taiwan Compensation	Any two of four Eugene Y Yin Jett Lee Eric Kao Peter Chang
#139-5 NT Dollar	First Commercial Bank Soong Chiang Branch 309, Soong Chiang Rd., Taipei, Taiwan Working fund	Any two of four Eugene Y Yin Jett Lee Eric Kao Peter Chang

OCC033518

CARBOCLORO

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
100564-1	Uniao De Bancos Brasileiros S.A. Avenida Paulista, 2023 - Branch 252	* See Below
00730807	Citibank, N.A. Avenida Ipiranga, 855	* See Below
00223-5	Banco Itau S.A. Avenida Paulista, 1948 - Branch 0912	* See Below
014-444-4	Banco Brasileiro De Descontos S.A. Avenida Paulista, 1415 - Branch 0895	* See Below
78-1-00131-8	Banco Lar Brasileiro S.A. Rua Augusta, 1849 - Branch 0014	* See Below
02-8008-9	Banco Agrimisa S.A. Praca Antonio Prado, 13 - Branch 0016	* See Below
500015-12	Banco Noroeste S.A. Avenida Paulista, 1439 - Branch 115	* See Below
10-713727	Lloyds Bank International Limited Rua XV de Novembro, 165	* See Below
007208-3	Banco Do Estado Do Parana S.A. Avenida Paulista, 2212 - Branch 095	* See Below

OCC033519

<u>Account Number</u>	<u>Bank and Type of Account</u>	<u>Authorized Signatures</u>
13-0028-6	Banco Do Estado De Sao Paulo S.A. Avenida Paulista, 2086 - Branch 154	* See Below
13-00008-0	Banco Do Estado De Sao Paula S.A. Ave. Nove de Abril, 2099 - Cubatao - Branch 123	* See Below
4031-2	Banco Do Brasil S.A. Avenida Paulista, 2163 - Branch 0712	* See Below

* Two Signatures required:

Alberto Jose Schaefer Jr.
Arthur Cesar Whitaker de Carvalho
Paula Cesar Vidal Pereira Barreto
Valdyr Gabriel
Mario Antonio Carneiro Cilento
Alexandre Stanic Milat
Nivio Machado Rigos
Dante Luiz Gnoatto
Oswaldo Botelho do Amaral
Wilson Dos Santos Furlan
Marcio Barbosa Porto
Neide Afonso
Roberto Dutra

OCC033520

SCHEDULE 2.14

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

CONTESTED TAXES, TAX RETURNS;
OTHER TAX MATTERS

8720G

OCC033521

Taxes which are unpaid and are being contested in good faith by Seller

A. Federal

- (1) 1979 Income taxes of \$1,655,239
- (2) 1982 Investment Credit Recapture of \$12,604,167

B. State

- (1) Texas Sales and Use Tax for the period October 1, 1979 - November 20, 1983 of \$3,623,000
- (2) Kentucky Income and License Tax for the years 1980-1983 of \$22,000
- (3) Georgia Income Tax for the years 1979-1981 of \$25,000.
- (4) New Jersey Income Tax for the years 1980 and 1981 in the amount of \$125,000.

OCC033522

Status of Audits

A. Federal

- (1) Income tax - 1979, 1980, 1981 settlement pending
- (2) Income tax - 1982, 1983, 1984 audit in progress
- (3) Windfall Profit Tax - 1981 audit settled, 1982, 1983, 1984 audit in progress
- (4) Other Excise Taxes - 1981 audit settled, 1982 Statute of Limitations lapsed and 1983 & 1984 audit in progress

B. State

- (1) Income Taxes
 - (a) Alabama audited 1982.
 - (b) Arizona audited 1981-1983.
 - (c) California audited 1981, 1982.
 - (d) Colorado audited 1981-1983.
 - (e) Delaware audited 1983, 1984.
 - (f) District of Colombia audited 1982-1984.
 - (g) Illinois audited 1982, 1983.
 - (h) Kansas audited 1981-1984.
 - (i) Kentucky audited 1981-1983.
 - (j) Louisiana audited 1982.
 - (k) New Jersey audited 1980-1981.
 - (l) New York audited 1982, 1983.
 - (m) North Carolina audited 1982, 1983.
 - (n) North Dakota audited 1979, currently 1980-1983 audit in process.
 - (o) Ohio 1983 audit in process.
 - (p) Pennsylvania audited 1982, 1983.
- (2) Franchise Taxes
 - (a) Louisiana audited 1983.
 - (b) New Jersey audited 1980-1981.
 - (c) North Carolina audited 1982-1983.
 - (d) Pennsylvania audited 1982-1983.
 - (e) Texas audited 1983.

OCC033523

Waivers of Statutes of Limitation

(A) Federal

(1) Income tax
1982 waived to February 29, 1988

(2) Excise taxes
January 1, 1983 - September 30, 1983 waived to March 1, 1987
1982 windfall profits tax waived to March 1, 1987.

(B) States

STATUTE OF LIMITATIONS FOR STATE INCOME & FRANCHISE TAX RETURNS

<u>State</u>	<u>Type</u>	<u>Open Years</u> ⁽¹⁾
Alabama	Income	1982-1985
Alabama	Franchise	1983-1986
Alaska	Income	1982-1985
Arizona	Income	1981-1985
Arkansas	Income	1982-1985
Arkansas	Franchise	All ⁽²⁾
California	Franchise	1981-1985
Colorado	Income	1981-1985
Connecticut	Income	1982-1985
Delaware	Income	1982-1985
Delaware	Franchise	All ⁽²⁾
District of Columbia	Income	1982-1985
Florida	Income	1982-1985
Georgia	Income	1982-1985
Idaho	Income	1982-1985
Illinois	Income	1982-1985
Iowa	Income	1982-1985
Kansas	Income	1981-1985
Kentucky	Income	1981-1985
Louisiana	Income	1982-1985
Louisiana	Franchise	1983-1986
Maryland	Income	1982-1985
Massachusetts	Income	1982-1985
Minnesota	Income	1982-1985
Mississippi	Income	1982-1985
Missouri	Income	1982-1985
Montana	Income	1980-1985
Nebraska	Income	1980-1985
Nevada	N/A	
New Jersey	Income	1980-1985
New Jersey	Franchise	1980-1985

OCC033524

<u>State</u>	<u>Type</u>	<u>Open Years</u> ⁽¹⁾
New Mexico	Income	1982-1985
New Mexico	Franchise	1982-1985
New York	Income	1982-1985
North Carolina	Income	1982-1985
North Carolina	Franchise	1982-1985
North Dakota	Income	1979-1985
Ohio	Income	1983-1986
Oklahoma	Income	1982-1985
Oklahoma	Franchise	1983-1986
Oregon	Income	1982-1985
Pennsylvania	Income	1982-1985
Pennsylvania	Franchise	1982-1985
South Carolina	Income	1982-1985
Tennessee	Income	1982-1985
Texas	Franchise	1983-1986
Utah	Income	1982-1985
Virginia	Income	1982-1985
Washington	N/A	
West Virginia	Income	1982-1985
West Virginia	Franchise	All ⁽²⁾
Wisconsin	Income	1981-1985
Wyoming	N/A	1981-1985

(1) No waivers have been signed in any state to extend the statute. The statute will expire in September, October or November 1986 for the earliest year listed.

(2) No definite statute in the law.

OCC033525

SCHEDULE 2.15

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

EMPLOYEE MATTERS

8717G

OCC033526

Schedule 2.15

Employee Matters

A. INSURANCE PLANS

1. Group Life Insurance Plan, Policy No. G-55110, sponsored by Diamond Shamrock Corporation and through the Prudential Insurance Company of America (DSC Plan)
2. Medical Benefit Plan, Policy No. G-59980, sponsored by Diamond Shamrock Corporation and through the Prudential Insurance Company of America (DSC Plan)
3. Dental Assistance Plan, Contract No. 59975, sponsored by Diamond Shamrock Corporation and through the Prudential Insurance Company of North America (DSC Plan)
4. Employee Accidental Death and Dismemberment Insurance ("AD&D"), Policy No. OK10044, Sponsored by Diamond Shamrock Corporation through Life Insurance Company of North America (DSC Plan)
5. Diamond Shamrock Corporation Long Term Disability Plan (DSC Plan)
6. Voluntary Group Accident Insurance Policy, Policy No. OK 2097, sponsored by Diamond Shamrock Corporation through the Life Insurance Company of North America (DSC Plan)
7. Travel Accident Policy, Policy No. ABL 613930A, sponsored by Diamond Shamrock Corporation through the Life Insurance Company of North America (DSC Plan)
8. Master Subscription Contract, between Diamond Shamrock Corporation and COMED, Inc. (HMO) (DSC Plan)
9. Health Care Agreement, Agreement No. PHCP 76800, between Diamond Shamrock Corporation and Prudential Health Care Plan, Inc. (HMO) (DSC Plan)
10. Group Health Care Service Agreement, Group Agreement 2916, between Diamond Shamrock Corporation and Cigna Healthplan of Texas, Inc. (HMO) [Houston] (DSC Plan)

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11. Group Health Care Service Agreement, Group Agreement 342-01, between Diamond Shamrock Corporation and Cigna Healthplan of Texas, Inc. (HMO) [Dallas] (DSC Plan)
12. Service Agreement and Group Medical and Hospital Service Agreements, Group Nos. 2588-0004, 2588-9004, 2588-0011, 2588-9011, between Diamond Shamrock Corporation and Kaiser Foundation Health Plan of Ohio (HMO) (DSC Plan)
13. Group Service Agreement, Group No. 447, between Diamond Shamrock Corporation and Maxicare Texas, Inc. (DSC Plan)
14. Service Agreement and Group Medical Hospital Service Agreement, Group Nos. 15043 and 15043-1, between Diamond Shamrock Corporation and Kaiser Foundation Health Plan, Inc. (DSC Plan)
15. Service Agreement and Group Medical and Hospital Service Agreement, Group No. 0074-0 between Diamond Shamrock Corporation and Kaiser Foundation Health Plan of North Carolina (DSC Plan)
16. Service Agreement and Group Medical and Hospital Service Agreement, Group Nos. 0190-02, 0190-03, between Diamond Shamrock Corporation and Kaiser Foundations Health Plan of Texas (HMO) (DSC Plan)
17. Group Service Agreement, between Diamond Shamrock Corporation and Maxicare North Texas Inc. (HMO) (DSC Plan)
18. Blue Cross/Blue Shield (Jersey City union employees) (DSCC Plan)
19. Process Chemicals Temporary Disability Plan (DSC Plan)

B. PENSION PLANS

1. Diamond Shamrock Corporation Pension Plan for Hourly-Rated Employees (DSC Plan)
2. Diamond Shamrock Corporation Pension Plan for Employees of Process Chemical Division Represented by Collective Bargaining Agents (DSC Plan)

3. Diamond Shamrock Corporation Retirement Income Plan for Chemical Company Employees (DSC Plan)
4. Central States, Southeast and Southwest Areas Pension Plan ("Central States Plan") (multiemployer plan) (neither a DSC Plan nor a DSCC Plan)

The aggregate withdrawal liability of DSCC computed as if a "complete withdrawal" by DSCC from the Central States Plan had occurred as of July 1, 1986 is \$339,412.64. The withdrawal liability was computed by employees of the Central States Plan Fund, and neither Seller nor DSCC makes any representation or warranty with respect to such calculation.

C. INVESTMENT/SAVINGS

1. Diamond Shamrock Corporation Employee Stock Ownership Plan (DSC Plan)
2. Diamond Shamrock Corporation Employee Shareholding and Investment Plan (DSC Plan)
3. Diamond Shamrock Corporation Resource Account Plan (Medical Reimbursement Plan -- Dependent Care Assistance Plan -- Legal Services Plan -- each of which were established in connection with and form a part of the Resource Account Plan) (DSC Plan)
4. Salary Continuation Plan (DSC Plan)

D. INCENTIVE PLANS

1. Diamond Shamrock Corporation Performance Incentive Plan (Plans A and B) (DSC Plan)
2. Diamond Shamrock Chemicals Company Performance Incentive Compensation Plan (Plan C) (DSCC Plan)
3. 21 Level Incentive Program (Industrial Chemical) (DSCC Plan)
4. Process Chemicals Division Sales Incentive Program (1986) (DSCC Plan)
5. TCI Sales Incentive Plan (DSCC Plan)

6. Diamond Shamrock Chemicals Company Awards/Gifts Program (Certain plants also provide attendance and/or safety incentive awards, which may or may not be described in a plant handbook. Such awards include certificates, selection of gifts from catalogs, jackets, caps, dinners and cash payments.) (DSCC Plan)

E. COLLECTIVE BARGAINING AGREEMENTS

See Schedule 2.19 for a list of Collective Bargaining Agreements, the terms of which provide certain employee benefits in addition to those described in this Schedule 2.15.

F. OTHER EMPLOYEE BENEFITS

The following employee handbooks and personnel manuals describe certain policies of Diamond Shamrock Chemicals Company which may come within the category of employee benefits, including, overtime pay, shift differential pay, vacation policies, relocation assistance, educational assistance, health screening examinations, policies regarding leaves of absence, funeral pay, recognized holidays, religious observances, service recognition awards, gift matching and other benefits.

1. Diamond Shamrock Employee Benefits Program (1-1-85)*
2. Ashtabula Plant Employee Handbook (9-85)*
3. Battleground Plant -- Employee Benefit Programs and Plant Policies (5-85)*
4. Belle Plant Employee Handbook (11-85)*
5. Charlotte Plant Employee Handbook (7-85)*
6. Dallas Plant Employee Policy Manual*

* Except for the employee benefits described in such handbooks which are specifically designated in this Schedule 2.15 as DSC Plans, the employee benefits so described are DSCC Plans.

7. Deer Park Works Employee Handbook (1-76)*
8. Delaware City Plant Employee Handbook*
9. Mobile Plant Employee Handbook*
10. Morristown Plant Employee Handbook*
11. Muscle Shoals Plant Blue Book*
12. Human Resources Policies and Administration Guidelines*

G. LITIGATION

See Schedule 2.19 for a list of certain litigation which involve claims relating to the Seller's Plans.

H. OTHER

On September 30, 1985 Diamond Shamrock Corporation filed applications (D-6380 and D-6381) with the U.S. Department of Labor for exemptions from the prohibited transaction rules of ERISA and the Internal Revenue Code with respect to units of Diamond Shamrock Offshore Partners Limited Partnership held by the Employee Shareholding and Investment Plan and the Employee Stock Ownership Plan. Review of the applications is still pending.

See the attached Exhibit A to this Schedule 2.15 for a description of an event of the type described in the penultimate sentence of Section 2.15(a) of the Agreement.

* Except for the employee benefits described in such handbooks which are specifically designated in this Schedule 2.15 as DSC Plans, the employee benefits so described are DSCC Plans.

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Diamond Shamrock

HUMAN RESOURCES

June 6, 1986

To All Employees:

Changes in benefits program

Your benefits package is being reassessed in terms of the difficult operating environment and rising benefits costs. Diamond Shamrock has maintained a very competitive benefits package, and will continue to provide you with a quality program that is competitive with our peers among the domestic integrated oil and gas companies. The changes proposed are designed to do exactly that.

Changes are being made in the shareholding and investment plan, medical and insurance plans and the retirement plan. Implementation of these changes is expected after October of this year. If the Coal Company is still part of Diamond Shamrock at that time, the changes will apply to Coal Company employees as well. Because of the timing of the divestiture of the Chemicals Company, employees of that company are not expected to be included in these changes.

Even though some details have not yet been determined, you need to be aware of the nature of the changes and understand the reasons behind them.

Shareholding and Investment Plan

-- Presently, the company matches your pre-tax contributions in the Premier Savings option dollar for dollar in four investment options: Diamond Shamrock stock, a government securities fund, an equity fund and a fixed income contract fund. Under the amended plan, the company will match your contributions dollar for dollar only in the Diamond Shamrock stock investment. For the other investment options, the company will contribute 50 cents for each dollar you contribute.

This change is being made in recognition of one of the primary purposes of the plan: to encourage employee stock ownership. By sharing ownership in the company, you have a stake in increasing the value of the company and your interests are more closely tied to the interests of stockholders. In fact, the plan name was changed from the Savings Plan to the Shareholding and Investment Plan a few years ago to emphasize the shareholding purpose, rather than to simply encourage savings through payroll deduction.



Diamond Shamrock
Human Resources Department, 717 North Harwood Street, Dallas, Texas 75201

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Page Two

-- The possibility for you to contribute additional unmatched funds to the shareholding and investment plan is being studied. Presently, you may only contribute up to 6 percent of your salary. We are considering Page Two

permitting you to contribute an additional 6 percent of your salary on an unmatched basis to the plan. Some regulatory issues exist in this area and are being investigated.

Medical Plan

-- The Optional Medical Plan will be discontinued due to cost. The costs of coverage have increased dramatically. In 1985, benefits paid under the Optional Plan were more than two and a half times benefits paid under the Basic Plan, or \$3,208 compared with \$1,218 per employee.

Though your contribution for Optional Plan coverage has increased if you participate in the plan, your premium would have to increase to \$139.23 per month to support the Optional Plan in 1987.

-- The Basic Plan, which has not been changed since it was offered, will become contributory. Contributions will be in the following range:

- o Employee only \$10 per month
- o Employee + one dependent \$15 per month
- o Family (Employee + two or more dependents) \$25 per month

These rates represent approximately 10 percent of Diamond Shamrock's cost of providing medical coverage. As in the past, you will be able to use your Resource Account to pay the insurance premiums, utilizing pre-tax dollars.

Rate structures for HMOs, which represent an alternative to the Basic Plan, are not yet available. However, we expect the same 10 percent contributory rate to apply.

-- A small increase in your maximum out-of-pocket expense in the Basic Plan is planned. There will be an increase from \$800 to \$1,000 for an individual, and from \$1,600 to \$2,000 for families. This out-of-pocket cost is in addition to the deductible. This provision is competitive with the benefits offered by our peers.

-- Greater lifetime maximum benefits will be provided to cover the costs of a catastrophic illness. Your present lifetime maximum of \$250,000 will be increased to \$500,000.

OCC033533

Page Three

-- Accidental Death and Dismemberment Insurance, Travel Accident Insurance and the Dental Assistance Plan coverages will remain at no cost to you. The rates for the Voluntary Group Accident Insurance Program are being reviewed by our carrier and we will communicate any changes should they occur.

Life Insurance

-- Your company-paid life insurance benefits will be reduced from 2.5 times your annual base salary to 1.5 times. However, a new option will allow you to purchase life insurance coverage at group rates, so that Page Three

your total coverage could be up to four to six times your annual salary (including the company-paid portion).

Retirement Plan

-- The only change in the retirement plan is an adjustment in the social security benefits taken into account in determining your benefits under the retirement plan. Currently, this is the estimated social security benefit available at age 62. This amendment would change this amount to the amount available at age 65. This change would not be retroactive, and in no event will this change cause a reduction in your retirement benefit accrued as of the effective date of the amendment.

Implementation of changes

With these changes, we will remain competitive in our industry, reduce costs and still provide a quality benefits program in both our capital accumulation plans and employee welfare plans.

These changes are expected to reduce the cost of benefit programs by about 16 percent per year, an important consideration when we are cutting our costs across the corporation to remain competitive in the present low oil price environment.

The Board of Directors has authorized changes to the benefits program in the areas outlined. When all the changes are finalized, they will be communicated to you in greater detail. Your entire benefits package has been examined thoroughly, and no other benefits changes are expected at this time.

If you have any immediate concerns, please contact your local Human Resources representative or the corporate benefits group.

OCC033534



Diamond Shamrock

HUMAN RESOURCES

June 6, 1986

To All Employees:

Changes in benefits program

Your benefits package is being reassessed in terms of the difficult operating environment and rising benefits costs. Diamond Shamrock has maintained a very competitive benefits package, and will continue to provide you with a quality program that is competitive with our peers among the domestic integrated oil and gas companies. The changes proposed are designed to do exactly that.

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This change is being made in recognition of one of the primary purposes of the plan: to encourage employee stock ownership. By sharing ownership in the company, you have a stake in increasing the value of the company and your interests are more closely tied to the interests of stockholders. In fact, the plan name was changed from the Savings Plan to the Shareholding and Investment Plan a few years ago to emphasize the shareholding purpose, rather than to simply encourage savings through payroll deduction.



Diamond Shamrock

Human Resources Department, 717 North Harwood Street, Dallas, Texas 75201

OCC033535

Page Two

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permitting you to contribute an additional 6 percent of your salary on an unmatched basis to the plan. Some regulatory issues exist in this area and are being investigated.

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These rates represent approximately 10 percent of Diamond Shamrock's cost of providing medical coverage. As in the past, you will be able to use your Resource Account to pay the insurance premiums, utilizing pre-tax dollars.

Rate structures for HMOs, which represent an alternative to the Basic Plan, are not yet available. However, we expect the same 10 percent contributory rate to apply.

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-- Greater lifetime maximum benefits will be provided to cover the costs of a catastrophic illness. Your present lifetime maximum of \$250,000 will be increased to \$500,000.

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Page Three

-- Accidental Death and Dismemberment Insurance, Travel Accident Insurance and the Dental Assistance Plan coverages will remain at no cost to you. The rates for the Voluntary Group Accident Insurance Program are being reviewed by our carrier and we will communicate any changes should they occur.

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Retirement Plan

-- The only change in the retirement plan is an adjustment in the social security benefits taken into account in determining your benefits under the retirement plan. Currently, this is the estimated social security benefit available at age 62. This amendment would change this amount to the amount available at age 65. This change would not be retroactive, and in no event will this change cause a reduction in your retirement benefit accrued as of the effective date of the amendment.

Implementation of changes

With these changes, we will remain competitive in our industry, reduce costs and still provide a quality benefits program in both our capital accumulation plans and employee welfare plans.

These changes are expected to reduce the cost of benefit programs by about 16 percent per year, an important consideration when we are cutting our costs across the corporation to remain competitive in the present low oil price environment.

The Board of Directors has authorized changes to the benefits program in the areas outlined. When all the changes are finalized, they will be communicated to you in greater detail. Your entire benefits package has been examined thoroughly, and no other benefits changes are expected at this time.

If you have any immediate concerns, please contact your local Human Resources representative or the corporate benefits group.

OCC033537

SCHEDULE 2.16

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

CONTRACTS

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OCC033538

SCHEDULE 2.16

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Company

CONTRACTS

Terms defined in the Agreement are used herein as so defined.

Except as indicated with an asterisk (*) on this Schedule 2.16, (i) all such Contracts listed pursuant to subparagraphs (a), (d), (e) and (f) of Section 2.16 of the Agreement are valid and binding obligations enforceable in accordance with their respective terms, and (ii) all such Contracts listed pursuant to subparagraphs (b) and (c) of Section 2.16 of the Agreement are, to the knowledge of Seller, valid and binding obligations enforceable in accordance with their respective terms, and in the case of clauses (i) and (ii) above, except as enforcement against third parties may be limited by bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies against third parties, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

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Also listed on this Schedule 2.16 are certain short-term or terminable warehouse, warehouse service, and terminal storage agreements which may contain features of lease agreements, but are disclosed on this Schedule as Contracts.

See also Schedules 2.22, 8.09(a) and 8.09(b).

Lease, dated September 1, 1966, between the Delaware Industrial Building Commission and Diamond Alkali Company

Lease Agreement (Industrial), dated December 1, 1974, between the Industrial Development Board of the City of Muscle Shoals and Diamond Shamrock Corporation

Lease Agreement (Pollution Control), dated December 1, 1974, between the Industrial Development Board of the City of Muscle Shoals and Diamond Shamrock Corporation

Lease Agreement, dated October 1, 1971, between North Alabama Environmental Improvement Authority and Diamond Shamrock Corporation

Lease Agreement, dated October 1, 1971, between West Alabama Environmental Improvement Authority and Diamond Shamrock Corporation

Lease Agreement, dated October 1, 1971, between Development Authority of Polk County, Georgia and Diamond Shamrock Corporation

Lease Agreement, dated December 1, 1979, between County Commission of Kanawha County, West Virginia (a Public Corporation under the laws of the State of West Virginia) and Diamond Shamrock Corporation

Bareboat Charter/Lease Agreement, dated April 26, 1973, between Lone Star Barge Co., Inc. and Diamond Shamrock Corporation

Master Lease Agreement, dated October 12, 1984, between Comdisco, Inc. and Diamond Shamrock Chemicals Company

Master Car Service Contract, dated October 25, 1976, between General American Transportation Corporation and Diamond Shamrock Corporation (Rider #38 dated July 2, 1981)

Lease Agreement, dated April 13, 1982, between XYOquip, Inc. and Diamond Shamrock Corporation

Equipment Lease Agreement, dated November 18, 1982, between Phillips Information Systems, Inc. and Diamond Shamrock Corporation

Equipment Lease Agreement, dated February 27, 1984, between Diamond Shamrock Corporation and Phillips Information Systems, Inc.

Supplemental Equipment Lease, dated March 15, 1982, between Chancellor Corporation and Diamond Shamrock Corporation

Pollution Control Contract, dated February 1, 1974, as amended, between the Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation

Installment Sales Agreement, dated April 1, 1975, between Department of Community Affairs and Economic Development of the State of Delaware and Diamond Shamrock Corporation (relating to \$2,700,000 Pollution Control Revenue Bonds, Series A)

Installment Sales Agreement, dated April 1, 1975, between Department of Community Affairs and Economic Development of the State of Delaware and Diamond Shamrock Corporation (relating to \$1,000,000 Industrial Development Revenue Bonds, Series A)

Air and Water Pollution Control Facilities and Installment Sales Agreement, dated February 1, 1977, between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation

Air and Water Pollution Control and Solid Waste Disposal Facilities and Installment Sales Agreement, dated June 1, 1979, between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation

Financing Agreement, dated December 1, 1979, between County Commission of Kanawha County, West Virginia (a Public Corporation under the laws of the State of West Virginia) and Diamond Shamrock Corporation

Installment Sales Agreement, dated March 1, 1981, between Niagra County Industrial Development Agency and Diamond Shamrock Corporation

Air and Water Pollution Control Facilities and Installment Sales Agreement, dated June 1, 1982, between Gulf Coast Waste Disposal Authority and Diamond Shamrock Corporation

Loan Agreement (Industrial Development), dated July 1, 1981, between the New Hanover County Industrial Facilities and Pollution Control Financing Authority and Diamond Shamrock Corporation

Loan Agreement (Pollution Control), dated July 1, 1981, between the New Hanover County Industrial Facilities and Pollution Control Financing Authority and Diamond Shamrock Corporation

Lease Agreement, dated March 1, 1982, between the Parish of St. James, State of Louisiana and Convent Chemical Corporation

Lease Agreement, dated December 1, 1981, between the Parish of St. James, State of Louisiana and Convent Chemical Corporation

Lease Agreement, dated December 1, 1981, between Convent Chemical Corporation and the South Louisiana Port Commission, State of Louisiana

Promissory Note of Diamond Shamrock Corporation, dated April 1, 1977, issued to Lillian Estelle Schaeffer, Nancy M. Schaeffer and Carol Elaine Schaeffer Miller

Promissory Note of Diamond Shamrock Corporation, dated December 1, 1982, issued to Martin Marietta Corporation

Chlorine Supply Agreement, dated November 27, 1985, between B.F. Goodrich, Convent Chemical Corporation and Diamond Shamrock Chemicals Company

Eurodollar Credit Agreement, dated August 28, 1980, between Diamond Shamrock de Chile S.A.I. and the First National Bank of Boston and the related documents

DS France - Ltd. with Groupement des Industries Chimiques

Lease Agreement, dated July 23, 1976, as amended, by and between Societe Lyonnaise Immobiliere pour l'Industrie et le Commerce-Sliminco and Diamond Shamrock France S.A.

Credit Agreement and ~~Cogeneration Agreement~~, dated December 22, 1977 between various banks and Carbocloro and the related documents

Loan Agreement, dated December 15, 1980, between The Chase Manhattan Bank and KPCC and the related documents

Sales Contract No. 32-82603, dated December 6, 1982, as amended, between Diamond Shamrock Corporation and Champion International Corporation

Sales Contract No. 32-86002, dated November 4, 1985, as amended, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Contract No. 32-86129, dated May 19, 1986, between Diamond Shamrock Chemicals Company and Champion International

Sales Contract No. 25-84390, dated October 29, 1984, between Diamond Shamrock Chemicals Company and Mobay Chemical Corporation

Sales Contract, dated September 22, 1964, as amended, between Pioneer Chloramore Corporation, and/or Pioneer Chemical Works, Incorporated, and Diamond Alkali Company (including Purchase Order No. 35-86-149)

Sales Contract No. 25-86164, dated January 29, 1986, between Diamond Shamrock Chemicals Company and SDS Biotech Corporation

Sales Contract - Chlorine Cell Gas and/or Liquid Chlorine, dated January 1, 1983, between Diamond Shamrock Corporation and Standard Chlorine of Delaware, Inc.

Purchase Agreement, dated June 30, 1986, between E.I. du Pont de Nemours and Company and Diamond Shamrock Chemicals Company

Chlorine Supply Agreement, dated January 1, 1977, as amended, between Diamond Shamrock Corporation and Shell Chemical Company

Sales Contract, effective September 1, 1986, between Diamond Shamrock Chemicals Company and Stauffer Chemical Company

Purchase Order No. IB 209001-082, dated January 28, 1986, between Diamond Shamrock Chemicals Company and Tennessee Chemical Company

Purchase Order No. 209000-082, dated January 28, 1986, between Diamond Shamrock Chemicals Company and DuPont Company - Chemicals and Pigment

Sales Contract No. HO-86120, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Vista Chemical Company

* Sales Contract No. HO-86118, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Dixie Petrochemicals, Incorporated

* Sales Contract No. HO-86090, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Dresser Industries Incorporated

* Sales Contract No. HO-86070, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Celanese Chemical Company, Incorporated

* Sales Contract No. HO-86095, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Dalco Solvents & Chemicals Inc.

Purchase Order No. 551708, dated January 1, 1986, between Diamond Shamrock Corporation and Pennzoil Sulphur Co., a division of Pennzoil Company

Purchase Agreement No. CD22119, dated December 1, 1985, between Diamond Shamrock Corporation and General Tire

Purchase Agreement No. 286-0002-3-M, dated December 20, 1985, between Diamond Shamrock Chemicals Company and Texas Eastman Company

Purchase Order 566-0002-M, dated
January 14, 1986, between Diamond Shamrock
Chemicals Company and Texas Eastman Company

Chlorine Supply Agreement, dated January 1,
1977, as amended, between Diamond Shamrock
Corporation and Shell Chemical Company

Purchase Order No. 12CN00125E31103, dated
January 1, 1986, between Diamond Shamrock
Chemicals Company and Exxon Company, U.S.A.

Change Order, effective January 7, 1986,
between Diamond Shamrock Chemicals Company
and Exxon Chemical Americas

Purchase Order No. 00320-WTL-27045, dated
January 13, 1986, between Diamond Shamrock
Chemicals Company and Exxon Corporation

Sales Contract No. HO-86060, dated
January 3, 1986, between Diamond Shamrock
Chemicals Company and Offshore Mud Movers,
Inc.

Sales Contract No. HO-84284, dated
February 16, 1984, between Diamond
Shamrock Chemicals Company and Arkla
Chemical Company

Purchase Order No. 004070, dated
January 7, 1986, between Diamond Shamrock
Chemicals Company and Vista Chemicals
Company

Change Order, dated January 1, 1985,
between Diamond Shamrock Chemicals Company
and NL Baroid/NL Industries

Purchase Order No. H-8078, dated
January 1, 1986, between Diamond Shamrock
Corporation and NL Baroid/NL Industries,
Inc.

Purchase Order No. EWOP-036, dated
January 6, 1986, between Diamond Shamrock
Chemicals Company and Exxon Chemical
Americas

Purchase Order No. 002198A, dated
February 7, 1986, between Diamond Shamrock
Chemicals Company and Milchem

Purchase Order No. 77-168, dated
December 25, 1985, between Diamond
Shamrock Corporation and Atlantic
Richfield Company

Purchase Order No. CT-4823-PIO-F, dated
April 1, 1986, between Diamond Shamrock
Chemicals Company and Dow Chemical U.S.A.

Change Order No. 3364, dated January 9,
1986, between Diamond Shamrock Chemicals
Company and Kerr-McGee Refining Corporation

* Sales Contract No. HO-83360, dated
January 20, 1983, as amended, between
Diamond Shamrock Chemicals Company and The
Upjohn Company

* Distributor Agreement No. HO-85901, dated
November 1, 1985, between Diamond Shamrock
Chemicals Company and Accron Chemical
Distributors of Houston/San Antonio

* Distributor Agreement No. HO-85903, dated
January 1, 1985, between Diamond Shamrock
Chemicals Company and Advance Chemical
Company

* Distributor Agreement No. HO-85917, dated
January 1, 1985, between Diamond Shamrock
Chemicals Company and Dixie Petrochemicals
Inc.

* Distributor Agreement No. HO-85919,
between Diamond Shamrock Chemicals Company
and Hancock Industries, Inc.

* Distributor Agreement No. HO-85902, dated
March 14, 1985, between Diamond Shamrock
Chemicals Company and Accron Chemical
Distributors of Houston/San Antonio

* Distributor Agreement No. HO-85908, dated February 1, 1985, between Diamond Shamrock Chemicals Company and Chemical Blending Company

* Distributor Agreement No. HO-85910, dated February 28, 1985, between Diamond Shamrock Chemicals Company and Cone Solvents, Inc.

Purchase Order No. 35298, dated December 9, 1985, between Diamond Shamrock Chemicals Company and Allied Corporation

Sales Contract, dated May 1, 1985, between Diamond Shamrock Chemicals Company and Allied Corporation

* Procurement Contract No. CCDIA 1286, as amended, between Diamond Shamrock Corporation and International Paper Company

Purchase Contract No. W86002, dated December 12, 1985, between Diamond Shamrock Corporation and Union Camp Corporation

Purchase Order No. 0380-505566, dated December 18, 1985, between Diamond Shamrock Corporation and Union Carbide Corporation

Purchase Order No. 57757, dated January 3, 1986, between Westvaco Corporation and Diamond Shamrock Corporation

Purchase Order, dated January 3, 1986, between Diamond Shamrock Chemicals Company and Westvaco Corporation

Purchase Order, dated January 2, 1986, between Diamond Shamrock Chemicals Company and Westvaco Corporation

Sales Contract, dated January 17, 1983, between Diamond Shamrock Corporation and Standard Chlorine of Delaware, Inc.

* Distributor Contract No. 32-86169, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Hubbard Hall Chemical Company

* Sales Contract No. 32-86002, dated September 11, 1985, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Contract No. 32-86194, dated March 12, 1986, between Diamond Shamrock Chemicals Company and Champion International Corporation

* Sales Contract No. 32-86001, dated September 17, 1985, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Contract No. 32-86129, dated May 19, 1986, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Contract No. 32-82603, dated December 6, 1982, as amended, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Contract No. 32-82604, dated December 6, 1982, as amended, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Contract No. 32-82601, dated December 6, 1982, as amended, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Agreement, dated September 17, 1982, as amended, between Diamond Shamrock Corporation and Pennwalt Corporation

Agreement, dated February 1, 1976, between Diamond Shamrock Corporation and Degussa Alabama, Inc.

Purchase Order No. DR-16542-M, dated December 19, 1985, between Degussa Corporation and Diamond Shamrock Chemicals Company

Sales Contract No. 23-86519, dated July 1, 1986, as amended, between Diamond Shamrock Chemicals Company and McKesson Chemical Company

* Addendum to Distributor Agreement No. 50, dated November 18, 1985, between Diamond Shamrock Chemicals Company and McKesson Corporation

* Sales Contract No. 35-79-216, dated March 29, 1979, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours & Company

Sales Contract No. HO-84284, dated February 16, 1984, between Diamond Shamrock Chemicals Company and Arkla Chemical Company

Sales Contract No. 32-86002, dated November 4, 1985, between Diamond Shamrock Chemicals Company and Champion International Corporation

Conversion Agreement, dated January 22, 1985, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company

Sales Contract No. 35-81-242-E, dated December 23, 1980, between Diamond Shamrock Corporation and E.I. du Pont de Nemours and Company

Sales Contract No. 25-86172, dated January 14, 1986, between Diamond Shamrock Chemicals Company and Jones Chemicals, Incorporated

Sales Contract No. 25-85060, dated February 14, 1985, as amended, between Diamond Shamrock Chemicals Company and The Lubrizol Corporation

Distributor Agreement No. 25-8550, dated March 21, 1986, as amended, between Diamond Shamrock Chemicals Company and Thompson-Hayward Chemical Company

Agreement for the Supply and Purchase of Chlorine, dated November 27, 1985, among Diamond Shamrock Chemicals Company, The B.F. Goodrich Company and LaPorte Chemicals Corporation

Ethylene Dichloride (EDC) Toll Conversion Agreement, dated November 27, 1985, among Diamond Shamrock Chemicals Company, The B.F. Goodrich Company and LaPorte Chemicals Corporation

Purchase Order No. MB-KK-01540, dated January 22, 1985, and related Sales Contract Nos. 35-75-488 and 489, between Diamond Shamrock Chemicals Company and Scott Paper Company

Sales Contract, dated January 1, 1983, between Diamond Shamrock Corporation and Standard Chlorine of Delaware, Inc.

Sales Contract No. 23-86100, dated January 21, 1986, as amended, between Diamond Shamrock Chemicals Company and Great Lakes Chemical Corporation

Chlorine Supply Agreement, dated January 1, 1977, and Amendment to Chlorine Supply Agreement, dated July 1, 1985, as amended, in each case between Diamond Shamrock Corporation and Shell Chemical Company

Sales Agreement, dated October 12, 1982, between Diamond Shamrock Chemicals Company and Pennwalt Corporation

Sales Contract No. 35-86-128, dated May 13, 1986, between Diamond Shamrock Chemicals Company and Pennwalt Corporation

Sales Contract No. 35-86-127, dated
May 19, 1986, as amended, between Diamond
Shamrock Chemicals Company and FMC
Corporation

Conversion Agreement No. 05082, dated
December 14, 1984, between Diamond
Shamrock Chemicals Company and Dow
Chemical U.S.A.

Conversion Agreement No. 05092, dated
December 14, 1984, between Diamond
Shamrock Chemicals Company and Dow
Chemical U.S.A.

Sales Contract, dated September 6, 1985,
between Diamond Shamrock Chemicals Company
and Ennis Paint Co., Inc.

Hydrogen Supply Agreement, dated April 12,
1979, as amended, between Diamond Shamrock
Corporation and Air Products and
Chemicals, Inc.

Commercial Hydrogen Contract, dated
January 1, 1976, between Diamond Shamrock
Corporation and Air Products and
Chemicals, Inc.

Commercial Hydrogen Contract, dated
April 1, 1962, as amended, between Diamond
Alkali Company and Air Products and
Chemicals, Inc.

Hydrogen Sale Contract, dated May 1, 1985,
between Diamond Shamrock Chemicals Company
and Chloramone Corporation

Purchase Order No. BRW 3947, dated
April 22, 1986, between Diamond Shamrock
Chemicals Company and Kerr-McGee Refining
Corporation

Purchase Order No. 25BF 3944, dated
April 22, 1986, between Diamond Shamrock
Chemicals Company and Kerr-McGee Chemical
Corporation

Purchase Order No. 15BF 3932, dated April 22, 1986, between Diamond Shamrock Chemicals Company and Kerr-McGee Chemical Corporation

- * Distributor Agreement No. HO-85921, for the period from January 1, 1986 to December 31, 1986, between Diamond Shamrock Chemicals Company and Magnolia Chemical & Solvents

Sales Contract No. HO-86006, dated March 27, 1986, between Diamond Shamrock Chemicals Company and Arkla Chemical Company

Purchase Contract No. 8054, dated July 18, 1985, between Diamond Shamrock Chemicals Company and Texaco Inc.

Purchase Order No. CD22122, dated October 26, 1985, between Diamond Shamrock Corporation and General Tire and Rubber Company

- * Purchase Order No. J/6814Z, dated October 13, 1983, between Diamond Shamrock Corporation and E.I. du Pont de Nemours and Company

Memorandum of Agreement No. CH-255, dated December 30, 1985, between Diamond Shamrock Chemicals Company and The Clorox Company

Purchase Order No. 70019X, dated September 14, 1982, as supplemented, between Diamond Shamrock Corporation and Chevron U.S.A., Incorporated

Sales Contract No. 23-86332, dated February 4, 1986, between Diamond Shamrock Chemicals Company and Nalco Chemical Company

Sales Contract No. 23-86331, dated February 4, 1986, between Diamond Shamrock Chemicals Company and Nalco Chemical Company

Sales Contract No. 23-86327, dated
January 3, 1986, between Diamond Shamrock
Chemicals Company and Great Lakes Chemical
Corporation

Sales Contract No. 23-861710, dated
January 3, 1986, between Diamond Shamrock
Chemicals Company and Great Lakes Chemical
Corporation

Distributor Agreement No. 23-8524, dated
December 3, 1985, between Diamond Shamrock
Chemicals Company and Mays Chemical
Company, Incorporated

* Distributor Agreement No. 23-8523, dated
December 11, 1985, between Diamond
Shamrock Chemicals Company and Mayday
Chemical Company, Incorporated

* Distributor Agreement No. 23-8512, dated
November 1, 1985, between Diamond Shamrock
Chemicals Company and Diversified
Chemical & Propellants

Distributor Agreement No. 23-859, dated
January 1, 1986, between Diamond Shamrock
Chemicals Company and Chemtech Industries,
Incorporated

Sales Contract No. 23-83346, dated
January 31, 1983, between Diamond Shamrock
Chemicals Company and Stepan Chemical
Company

Purchase Order 52-60449-C-MS-000, dated
February 7, 1986, between Diamond Shamrock
Chemicals Company and Velsicol Chemical
Corporation

Sales Contract No. 23-86720, dated
April 17, 1986, between Diamond Shamrock
Chemicals Company and Nalco Chemical
Company

Sales Contract No. 23-86100, dated
January 21, 1986, between Diamond Shamrock
Chemicals Company and Great Lakes Chemical
Corporation

Purchase Order No. 200-1-64535, dated
December 10, 1985, between Diamond
Shamrock Corporation and Amoco Oil Company

Sales Contract No. 23-86519, dated
January 1, 1986, between Diamond Shamrock
Chemicals Company and McKesson Chemical
Company

Sales Contract No. 25-85266, dated
November 7, 1985, between Diamond Shamrock
Chemicals Company and Owens-Illinois,
Incorporated

Sales Contract No. 25-85267, dated
November 13, 1985, between Diamond
Shamrock Chemicals Company and Corning
Glass Works

Liquid Caustic Potash Agreement, dated
January 8, 1986, between Diamond Shamrock
Chemicals Company and Monsanto Company

Master Sales Agreement, dated October 22,
1982, between Diamond Shamrock Corporation
and Velsicol Chemical Corporation

Sales Contract No. 25-86187, dated
April 22, 1986, between Diamond Shamrock
Chemicals Company and Diversey Wyandotte
Corporation

Sales Contract No. 25-86149, dated
April 2, 1986, between Diamond Shamrock
Chemicals Company and Eastman Kodak Company

Sales Contract No. 25-86150, dated
April 3, 1986, between Diamond Shamrock
Chemicals Company and Eastman Kodak Company

Consent, dated April 9, 1985, executed by
Diamond Shamrock Chemicals Company and
related Purchase Agreement, dated
March 11, 1985, between Diamond Shamrock
Chemicals Company and Mobil Oil Corporation

Sales Contract No. 23-86720, dated
April 17, 1986, between Diamond Shamrock
Chemicals Company and Nalco Chemical
Company

Sales Contract No. 26-85050, dated
December 31, 1984, as amended, between
Diamond Shamrock Chemicals Company and
Tennessee River Pulp & Paper Company

Sales Contract No. 35-78-316, dated
March 22, 1978, between Diamond Shamrock
Corporation and Pennwalt Corporation

Sales Contract No. 35-86-128, dated
November 27, 1985, between Diamond
Shamrock Chemicals Company and Pennwalt
Corporation

Sales Contract No. 35-86-139, dated
March 21, 1986, between Diamond Shamrock
Chemicals Company and Rohm & Haas Delaware
Valley, Inc.

Sales Contract No. 35-86-140, dated
March 21, 1986, between Diamond Shamrock
Chemicals Company and Rohm & Haas Bayport
Inc.

Sales Contract No. 35-86-138, dated
March 21, 1986, between Diamond Shamrock
Chemicals Company and Rohm & Haas Texas
Inc.

Sales Contract No. 35-86-137, dated
March 21, 1986, between Diamond Shamrock
Chemicals Company and Rohm & Haas
Tennessee Inc.

Sales Contract No. 35-86-124, dated
January 10, 1986, between Diamond Shamrock
Chemicals Company and PQ Corporation

Purchase Agreement, dated July 1, 1986,
between Diamond Shamrock Chemicals Company
and Mobil Oil Corporation

Purchase Order No. 021-021-85280, dated March 4, 1986, between Diamond Shamrock Corporation and Hercules Incorporated

Purchase Order No. 000-073-8803613, dated January 6, 1986, between Diamond Shamrock Corporation and Hercules Incorporated

Purchase Order No. 000-873-8803626, dated January 10, 1986, between Diamond Shamrock Chemicals Company and Hercules Incorporated

Sales Contract No. 35-86-01, dated October 4, 1985, between Diamond Shamrock Chemicals Company and W.R. Grace & Co. and related Purchase Order, dated January 13, 1986, between Diamond Shamrock Chemicals Company and W.R. Grace & Co.

Sales Contract No. 35-86-51, dated January 29, 1986, between Diamond Shamrock Chemicals Company and W.R. Grace & Co. and related Purchase Order, dated January 6, 1986, between Diamond Shamrock Chemicals Company and W.R. Grace & Co.

Purchase Agreement No. PHG-86-13, dated January 3, 1986, as amended, between Diamond Shamrock Chemicals Company and P.H. Glatfelter Company

Purchase Agreement No. PHG-86-12, dated January 3, 1986, as amended, between Diamond Shamrock Chemicals Company and P.H. Glatfelter Company

Sales Contract No. 38-83-247, dated July 15, 1983, as amended, between Diamond Shamrock Corporation and FMC Corporation

Purchase Order No. K2-603ORL, dated January 2, 1986, between Diamond Shamrock Chemicals Company and FMC Corporation

Sales Contract No. 35-88-127, dated March 7, 1986, between Diamond Shamrock Chemicals Company and FMC Corporation

Agreement, dated July 17, 1985, between
Diamond Shamrock Chemicals Company and
E.I. du Pont de Nemours and Company

Sales Contract No. 35-81-242-E, dated
December 23, 1980, between Diamond
Shamrock Corporation and E.I. du Pont de
Nemours and Company

Sales Agreement, dated December 30, 1985,
between Diamond Shamrock Corporation and
Betz Laboratories, Inc.

Sales Contract No. 35-84-203, dated
February 17, 1984, between Diamond
Shamrock Chemicals Company and Avtex Fibers

Sales Contract No. 35-86-105, dated
January 14, 1986, between Diamond Shamrock
Chemicals Company and Amchem Products, Inc.

Purchase Order No. 06-4486, dated
January 17, 1986, between Diamond Shamrock
Chemicals Company and Amchem Products, Inc.

Sales Contract No. 25-86003, dated
December 13, 1985, between Diamond
Shamrock Chemicals Company and Beatrice
Foods

Sales Contract, dated January 1, 1986,
between Diamond Shamrock Chemicals Company
and C.C. Oil and Chemical Corporation

Purchase Order No. 010395, dated
September 18, 1985, between Diamond
Shamrock Chemicals Company and Drackett

Sales Contract No. 25-86031, dated
November 11, 1985, between Diamond
Shamrock Chemicals Company and Eastman
Kodak Company

Sales Contract No. 25-86174, dated
January 17, 1986, between Diamond Shamrock
Chemicals Company and Kolene Corporation

Sales Contract No. 25-85154, dated
January 23, 1985, between Diamond Shamrock
Chemicals Company and The Lubrizol
Corporation

Sales Contract No. 25-86166, dated
January 4, 1986, between Diamond Shamrock
Chemicals Company and Orchem

Purchase Order No. 63867, dated March 4,
1986, between Diamond Shamrock Chemicals
Company and Precision Metalsmiths, Inc.

Sales Contract No. 25-86086, dated
January 9, 1986, between Diamond Shamrock
Chemicals Company and Royal Chemical
Company

Sales Contract No. 25-86172, dated
January 14, 1986, between Diamond Shamrock
Chemicals Company and Jones Chemicals,
Incorporated

Sales Contract No. 25-85060, dated
February 14, 1985, between Diamond
Shamrock Chemicals Company and The
Lubrizol Corporation

Sales Contract No. 25-84390, dated
September 24, 1984, between Diamond
Shamrock Chemicals Company and Mobay
Chemical Corporation

Purchase Order No. 00981, dated
February 24, 1986, between Diamond
Shamrock Corporation and Chi-Vit
Corporation

Sales Contract No. 25-85267, dated
November 13, 1985, between Diamond
Shamrock Chemicals Company and Corning
Glass Works

Sales Contract No. 25-86142, dated
February 3, 1986, between Diamond Shamrock
Chemicals Company and Dow Chemical U.S.A.

Sales Contract No. 25-86150, dated
April 3, 1986, between Diamond Shamrock
Chemicals Company and Eastman Kodak Company

Sales Contract No. 25-86037, dated
December 9, 1985, between Diamond Shamrock
Chemicals Company and Fenton Art Glass

Sales Contract No. 25-86084, dated
January 30, 1986, between Diamond Shamrock
Chemicals Company and Ferro Corporation

Sales Contract, dated December 5, 1985,
between Diamond Shamrock Chemicals Company
and Fostoria Glass

Purchase Order No. B52KE007BC, dated
December 20, 1985, between Diamond
Shamrock Chemicals Company and General
Electric

Purchase Order No. 86-583, dated
December 20, 1985, between Diamond
Shamrock Chemicals Company and The
Hilton-Davis Chemical Co.

Sales Contract No. 25-85266, dated
November 7, 1985, between Diamond Shamrock
Chemicals Company and Owens-Illinois,
Incorporated

Purchase Order, dated January 29, 1986,
between Diamond Shamrock Chemicals Company
and Sohio Chemical Company

Purchase Order No. 86-695, dated
December 20, 1985, between Diamond
Shamrock Corporation and The Hilton-Davis
Chemical Co.

Sales Contract No. 25-86138, dated
January 10, 1986, between Diamond Shamrock
Chemicals Company and Kolene Corporation

Sales Contract No. 25-86043, dated
January 9, 1986, between Diamond Shamrock
Chemicals Company and Borg Warner
Chemicals, Inc.

Purchase Order No. C-71021, dated
January 6, 1986, between Diamond Shamrock
Chemicals Company and Bristol-Myers Company

Purchase Order No. 11473, between Diamond
Shamrock Chemicals Company and Catalyst
Resources, Inc.

Sales Contract No. 25-86187, dated
April 22, 1986, between Diamond Shamrock
Chemicals Company and Diversey Wyandotte
Corporation

Sales Contract No. 25-86190, dated
February 13, 1986, between Diamond
Shamrock Chemicals Company and DuBois
Chemical Company

Purchase Order No. LD-13-600, dated
January 1, 1986, between Diamond Shamrock
Chemicals Company and The B. F. Goodrich
Chemical Group

Sales Contract No. 25-86149, dated
April 2, 1986, between Diamond Shamrock
Chemicals Company and Eastman Kodak Company

Sales Contract No. 25-86165, dated
March 6, 1986, between Diamond Shamrock
Chemicals Company and Nachurs Plant Food
Company

Sales Contract No. 25-86167, dated
January 4, 1986, between Diamond Shamrock
Chemicals Company and Orchem

Purchase Order No. 18307-32364-8, dated
December 27, 1985, between Diamond
Shamrock Chemicals Company and Ashland
Petroleum Company

Purchase Order No. E 01785, dated
January 9, 1986, between Diamond Shamrock
Chemicals Company and Brush Wellman Inc.

Purchase Order, dated December 17, 1985,
between Diamond Shamrock Chemicals Company
and The Dayton Power and Light Company

Sales Contract No. 25-86195, dated
April 29, 1986, between Diamond Shamrock
Chemicals Company and Diversey Wyandotte
Corporation

Sales Contract No. 25-86195, dated
January 28, 1986, between Diamond Shamrock
Chemicals Company and Eastman Kodak Company

Purchase Order No. MD-6002, dated
January 1, 1986, between Diamond Shamrock
Chemicals Company and General Refractories
Co.

Purchase Order No. 031-031-25120, dated
December 1, 1985, between Diamond Shamrock
Chemicals Company and Hercules Inc.

Sales Contract No. 25-86171, dated
January 14, 1986, between Diamond Shamrock
Chemicals Company and Jones Chemicals,
Incorporated

Sales Contract No. 25-86173, dated
January 8, 1986, between Diamond Shamrock
Chemicals Company and LaPorte Chemical

Sales Contract No. 25-85061, dated
February 14, 1985, as amended, between
Diamond Shamrock Chemicals Company and The
Lubrizol Corporation

Purchase Order No. 6258, dated
February 24, 1986, between Diamond
Shamrock Chemicals Company and Monarch
Chemicals, Inc.

Purchase Order No. 9211878, dated
December 31, 1985, between Diamond
Shamrock Chemicals Company and Ohio Edison
Company

Purchase Agreement No. 0000920-31, dated
January 1, 1986, between Diamond Shamrock
Chemicals Company and Pennsylvania Glass
Sand Corporation

Purchase Order No. PS-774308-00, dated February 25, 1986, between Diamond Shamrock Chemicals Company and Philips ECG Inc.

Purchase Order No. C-45000, dated November 5, 1985, between Diamond Shamrock Chemicals Company and St. Joe Resources Company

Purchase Order No. 81-0009-6232-00, dated December 19, 1985, between Diamond Shamrock Chemicals Company and BP Oil Inc.

Purchase Order No. 81-0004-8160-01, dated October 25, 1985, between Diamond Shamrock Chemicals Company and The Standard Oil Co. (Ohio)

Purchase Order No. 716-39634, dated January 1, 1986, between Diamond Shamrock Chemicals Company and United States Steel Corporation

Purchase Order No. MS-97000, dated September 16, 1986, between Diamond Shamrock Chemicals Company and Virginia Electric and Power Company

Purchase Order No. 700-2474, dated December 21, 1985, between Diamond Shamrock Chemicals Company and Witco Corporation

Purchase Order No. 3444, dated December 27, 1985, between Diamond Shamrock Chemicals Company and and Grow Group, Inc.

Sales Contract No. 25-86169, dated January 4, 1986, between Diamond Shamrock Chemicals Company and Orchem

Purchase Order No. BSA-3362, dated May 1, 1985, between Diamond Shamrock Chemicals Company and Southwestern Refining Company, Inc.

Purchase Order No. 15BF-3359, dated May 1, 1985, between Diamond Shamrock Chemicals Company and Kerr-McGee Chemical Corporation

Purchase Order No. 15BF-3356, dated May 1, 1985, between Diamond Shamrock Chemicals Company and Kerr-McGee Chemical Corporation

Purchase Order No. BRW-3364, dated May 1, 1985, between Diamond Shamrock Chemicals Company and Kerr-McGee Refining Corporation

Sales Contract No. 26-86058, dated December 6, 1985, between Diamond Shamrock Chemicals Company and Courtaulds North America, Inc.

Sales Contract No. 35-86-01, dated October 4, 1985, between Diamond Shamrock Chemicals Company and W.R. Grace & Co.

Sales Contract No. 25-86195, dated April 29, 1986, between Diamond Shamrock Chemicals Company and Diversey Wyandotte Corporation

* Sales Agreement No. 25-85257, dated November 15, 1985, between Diamond Shamrock Chemicals Company and Ashland Chemical Company

Sales Contract No. 35-86-02, dated February 6, 1986, between Diamond Shamrock Chemicals Company and Gowen Chemical Corporation

Purchase Order No. 24-9-271, dated March 25, 1986, between Diamond Shamrock Chemicals Company and Amoco Chemicals Company

Sales Contract No. 32-86001, dated November 4, 1985, between Diamond Shamrock Chemicals Company and Champion International Corporation

Sales Contract No. 23-86332, dated
December 26, 1985, between Diamond
Shamrock Chemicals Company and Nalco
Chemical Company

Sales Contract No. 23-86331, dated
February 4, 1986, between Diamond Shamrock
Chemicals Company and Nalco Chemical
Company

Sales Contract No. 25-86171, dated
January 14, 1986, between Diamond Shamrock
Chemicals Company and Jones Chemicals,
Incorporated

* Sales Contract No. 35-81-242-E, dated
December 23, 1980, between Diamond
Shamrock Corporation and E.I. du Pont de
Nemours & Company

Sales Contract No. 35-86-43, dated
November 25, 1985 between Diamond Shamrock
Chemicals Company and J.M. Huber
Corporation

Sales Contract No. 35-86-139, dated
February 13, 1986, between Diamond
Shamrock Chemicals Company and Rohm & Haas
Delaware Valley Inc.

Sales Contract No. 35-86-137, dated
March 3, 1986 between Diamond Shamrock
Chemicals Company and Rohm & Haas
Tennessee, Inc.

Sales Contract No. 35-86-138, dated
March 3, 1986, between Diamond Shamrock
Chemicals Company and Rohm & Haas Texas
Inc.

Assignment and Assumption Agreement, dated November 1,
1983, with Diamond Shamrock Refining and Marketing Company

Assignment and Assumption Agreement, dated November 1,
1983, with Diamond Shamrock Exploration Company

Assignment and Assumption Agreement, dated November 1,
1983, with Diamond Shamrock Coal Company

Assignment and Assumption Agreement, dated January 1, 1984,
with Diamond Shamrock Corporate Company, as amended

Assignment and Assumption Agreement, dated January 16,
1984, with Diamond Shamrock Aviation Company, as amended

Assignment and Assumption Agreement, dated July 1, 1986,
between Diamond Shamrock Chemicals Company and BioSpecific
Technologies, Inc.

Consulting Agreement, dated April 29, 1982,
between Diamond Shamrock Corporation and John P.
Hyde

Consulting Agreement, dated June 1, 1986,
between Diamond Shamrock Chemicals Company and
Dr. Shu-Jan Liang

Retirement and Consulting Agreement, dated
December 15, 1982, between Diamond Shamrock
Corporation and George A. Lawrence

Consulting Agreement, dated July 1, 1978,
between Diamond Shamrock Corporation and Ruben
Gianzone

Blanket Order No. N3151, dated November 1, 1985,
between Diamond Shamrock Chemical Company and
Smith, Currie & Hancock

Agreement, dated September 1, 1982, between
Diamond Shamrock Corporation and Brian Carr

Employment Contract between Diamond Shamrock
Chemicals Company and

- Yoshiaki Motoyama, President (Diamond
Shamrock Pacific)
- Makoto Tsuruoka, Vice President
(Diamond Shamrock Pacific)

Consulting Agreement, dated February 7,
1984, between Diamond Shamrock Chemicals
Company and Sergio Goloubeff

Consulting Agreement, dated January 5, 1978,
between Diamond Shamrock Corporation and
Jose Alberto de Camargo

Consulting Agreement, dated May 11, 1979, as amended, between Diamond Shamrock Corporation and Stephen Orzechowski

Consulting Agreement Proposal, dated March 31, 1986, between Diamond Shamrock Chemicals Company and Rolling Ridge Enterprises, Inc.

Employment Agreements, dated March 31, 1986, between Diamond Shamrock China, Ltd. and:

Letter Agreement, dated January 9, 1979, between Diamond Shamrock Corporation and Dr. G. F. Bennett

Agreement, dated April 25, 1986, among various entities, including Diamond Shamrock Chemicals Company pursuant to which Diamond Shamrock Chemicals Company agrees to share the use of the Diamond Shamrock Recreation Park

Oxyhydrochlorination Agreement, dated January 28, 1967, as amended, between Diamond Shamrock Corporation and The B.F. Goodrich Chemical Company

Oil Purchase/Sale Agreement, dated July 12, 1982, between Diamond Shamrock Corporation and Pennzoil Company

Consulting Agreement, dated May 4, 1985, between Diamond Shamrock Chemicals Company and F. Gordon Stewart

Engineering Contractor/Technology Source Agreement, dated February 5, 1981, between Diamond Shamrock Corporation and Zimmer A.G.

Sales Contract No. 26-84522, dated December 5, 1983, between Diamond Shamrock Chemicals Company and Eagle Chemical Company

Sales Contract No. 26-86506, dated January 3, 1986, between Diamond Shamrock Chemicals Company and Sonoco Products Company

Sales Contract No. 26-86322, dated
December 20, 1985, between Diamond Shamrock
Chemicals Corporation and La Porte America,
Inc.

- * Distributor Agreement No. 25-85214, dated
November 15, 1984, between Diamond Shamrock
Chemicals Company and Commercial Chemicals,
Inc.
- * Distributor Agreement No. 25-85250, dated
December 17, 1984, between Diamond Shamrock
Chemicals Company and Duro Paper Bag
Manufacturing Company
- * Distributor Agreement No. 25-85253, dated
December 26, 1984, between Diamond Shamrock
Chemicals Company and March Central Labs
- * Distributor Agreement No. 25-85204, dated
December 7, 1984, between Diamond Shamrock
Chemicals Company and Nolwood Chemical
Corporation
- * Distributor Agreement No. 25-85218, dated
November 12, 1985, between Diamond Shamrock
Chemicals Company and Slack Chemical Co.
- * Distributor Agreement No. 25-85251, dated
December 5, 1984, between Diamond Shamrock
Chemicals Company and Bill Young and Company

Distributor Agreement No. HO-85907, dated
March 1, 1985, between Diamond Shamrock
Chemicals Company and Charlotte Chemical
Company

Sales Contract No. 32-85793, dated May 1,
1985, between Diamond Shamrock Chemical
Company and GAF Corporation

Purchase Order No. 22-2-1186, dated
January 3, 1986, between Diamond Shamrock
Corporation and Essex Industrial Chemicals
Co.

Purchase Order No. 4-613, dated February 21, 1986, between Diamond Shamrock Corporation and Heubach Inc. with Sales Contract No. 32-85885 attached

Purchase Order No. 071490, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Lever Brothers Company

Purchase Order No. 075160, dated January 7, 1986, to Diamond Shamrock Chemicals Company by Lever Brothers Company

Sales Contract No. HO-86119, dated May 1, 1986, between Diamond Shamrock Chemicals Company and AKZO Chemie America

Sales Contract No. 26-86506, dated January 3, 1986, between Diamond Shamrock Chemicals Company and Sonoco Products Company

Proposal Agreement, dated February 28, 1986, between Diamond Shamrock Chemicals Company and Economic Laboratory, Inc.

Sales Contract No. 23-851934, dated February 20, 1985, between Diamond Shamrock Chemicals Company and De Soto, Incorporated

Sales Contract No. 23-861922, dated January 31, 1986, between Diamond Shamrock Chemicals Company and Nalco Chemical Company

Sales Contract No. 35-81-280-E, dated April 6, 1982, between Diamond Shamrock Chemicals Company and W. R. Grace & Co.

Contract renewal, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Metropolitan Dade County

Purchase Order No. G06105B, dated February 27, 1986, between Diamond Shamrock Chemicals Company and Metropolitan Dade County

Purchase Order No. 07158-C, dated March 24, 1986, between Diamond Shamrock Chemicals Company and Lever Brothers Company, Inc.

Purchase Order No. 075159, dated January 20, 1986, between Diamond Shamrock Chemicals Company and Lever Brothers Company, Inc.

Sales Contract No. 25-86192, dated April 29, 1986, between Diamond Shamrock Chemicals Company and Environmental Waste Control, Inc.

Sales Contract No. HO-86121, dated August 7, 1986, between Diamond Shamrock Chemicals Company and AKZO Chemie America

Distributor Agreement No. HO-85929D, dated January 1, 1985, between Diamond Shamrock Chemicals Company and Stinnes Oil & Chemical Company, Inc.

Sales Contract No. 23-861930, dated December 31, 1985, between Diamond Shamrock Chemicals Company and Minnesota Mining & Manufacturing Company

Distributor Agreement No. 23-8550, dated March 21, 1986, between Diamond Shamrock Chemicals Company and Thompson-Hayward Chemical Company

* Sales Contract No. 23-862308, dated March 17, 1986, between Diamond Shamrock Chemicals Company and Pfister-Vogel Tanning Company (Assigned to PVL, Ltd.)

Sales Contract No. 23-842324, dated December 31, 1983, between Diamond Shamrock Chemicals Company and Wayne Chemical Corporation

Sales Contract No. 23-861922, dated January 31, 1986, between Diamond Shamrock Chemicals Company and Nalco Chemical Company

Sales Contract No. 23-851934, dated January 29, 1985, between Diamond Shamrock Chemicals Company and De Soto, Incorporated

Hydrogen Sale Contract, dated May 1, 1985, between Diamond Shamrock Chemicals Company and Chloramone Corporation

Commercial Hydrogen Contract, dated April 1, 1962, as amended, between Diamond Alkali Company and Air Products and Chemicals, Inc.

Hydrogen Supply Agreement, dated April 12, 1979, as amended, between Diamond Shamrock Corporation and Air Products and Chemicals, Inc.

Purchase Order No. 06-4476, dated January 15, 1986, between Diamond Shamrock Corporation and Amchem Products, Inc.

Purchase Order No. 85B150, dated March 27, 1986, between Diamond Shamrock Chemicals Company and Nicholson Construction Company

Sales Contract No. 25-86186, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Alcan Foil Products

Purchase Order No. 27931, dated December 16, 1985, between Diamond Shamrock Chemicals Company and C-E Basic Refractories

Sales Contract No. 25-86108, dated January 31, 1986, between Diamond Shamrock Chemicals Company and Bluegrass Chemicals, Inc.

Sales Contract No. 25-86109, dated December 9, 1985, between Diamond Shamrock Chemicals Company and Crescent Paper Tube Company

Sales Contract No. 25-86192, dated April 29, 1986, between Diamond Shamrock Chemicals Company and Environmental Waste Control, Inc.

Purchase Order No. 86-0025, dated January 8, 1986, between Diamond Shamrock Chemicals Company and Exolon-Esk Company

Purchase Order No. 8214, dated December 17, 1985, between Diamond Shamrock Chemicals Company and J.H. France Refractories Co.

Agreement, dated March 4, 1985, between Diamond Shamrock Chemicals Company and Metal Coatings International Inc.

Purchase Order No. BS-6027, dated January 1, 1986, between Diamond Shamrock Chemicals Company and General Refractories Company

Blanket Order No. 3302J, dated December 2, 1985, between Diamond Shamrock Chemicals Company and A.P. Green Refractories Co.

Sales Contract No. 25-86030, dated October 15, 1985, between Diamond Shamrock Chemicals Company and the Grief Brothers

Sales Contract No. 25-86011, dated October 15, 1985, between Diamond Shamrock Chemicals Company and Harshaw/Filtrol Partnership

Blanket Order No. D24000, dated December 23, 1985, between Diamond Shamrock Chemicals Company and Lincoln Electric Company

Purchase Order No. 8077, dated March 27, 1986, made to Diamond Shamrock Chemicals Company by Nicholson Construction Company

Purchase Order No. 0000101, dated January 1, 1986, made to Diamond Shamrock Chemicals Company by Pennsylvania Glass Sand Corporation

Steam Supply Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours & Company

Agreement, dated June 16, 1986, between Diamond Shamrock Chemicals Company and Appalachian Power Company

Blanket Services Order No. AB 183951-B-076, dated October 1, 1984, as amended, between Diamond Shamrock Chemicals Company and Welding, Inc.

Purchase Order No. IB 210154-082, dated January 31, 1986, between Diamond Shamrock Chemicals Company and AGA Gas, Inc.

Blanket Services Order No. AB210326-A-076, dated June 2, 1986, between Diamond Shamrock Chemicals Company and Carol Electric, Inc.

Gas Sales Agreement, dated July 1, 1985, between Diamond Shamrock Chemicals Company and Roaring Fork Gas Corporation

* Change Order No. BB-10510-B, dated January 19, 1984, between Diamond Shamrock Chemicals Company and Nitro Industrial Coverings, Inc.

Purchase Order No. BB-10673, dated November 5, 1985, between Diamond Shamrock Chemicals Company and West Virginia Steel Corporation

Gas Transportation Agreement, dated July 1, 1985, between Diamond Shamrock Chemicals Company and Cranberry Pipeline Corporation

* Purchase Order No. GB 9841, dated August 2, 1976, confirming the Painting Services Agreement, dated July 20, 1976, between Diamond Shamrock Corporation and E.I. du Pont de Nemours & Company

Purchase Order BB-10659, dated September 5, 1985, between Diamond Shamrock Chemicals Company and Jefferds Corporation

Purchase Order No. BB-10654, dated August 22, 1985, between Diamond Shamrock Chemicals Company and Virginia Welding Supply Company

Purchase Order No. BB-10681, dated January 30, 1986, between Diamond Shamrock Chemicals Company and Hewlett-Packard Company

Blanket Order No. AB 216455-076, dated June 17, 1986, between Diamond Shamrock Chemicals Company and Reliance Electric Company

Purchase Order No. BB-10651, dated August 15, 1985, between Diamond Shamrock Chemicals Company and Varian Instrument Group Service

Sales Contract No. 25-86127, dated January 31, 1986, between Diamond Shamrock Chemicals Company and Bluegrass Chemicals, Inc.

Sales Contract No. 25-86159, dated December 30, 1985, between Diamond Shamrock Chemicals Company and Harshaw/Filtrol Partnership

Sales Contract No. 25-86182, dated January 23, 1986, between Diamond Shamrock Chemicals Company and McGean-Rohco, Inc.

Conversion Agreement, dated July 6, 1984, between Diamond Shamrock Chemicals Company and Ciba-Geigy Corporation

Agreement, dated July 17, 1985, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company

Sales Contract No. 35-84-208, dated March 14, 1984, as amended, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company

* Sales Agreement, dated January 1, 1978, between Diamond Shamrock Corporation and Essex Chemical Corporation

Sales Contract No. 39-86-620, dated January 2, 1986, between Diamond Shamrock Chemicals Company and Georgia-Pacific Corporation

Sales Contract No. HO-86106, dated December 12, 1985, between Diamond Shamrock Chemicals Company and Georgia Pacific Corporation

* Sales Contract No. 32-85885, dated May 8, 1985, between Diamond Shamrock Chemicals Company and Heubach, Inc.

Conversion Agreement, dated June 17, 1982,
as amended, between Diamond Shamrock
Corporation and Koppers Company, Inc.

Sales Contract No. 26-86322, dated
December 20, 1985, between Diamond Shamrock
Chemicals Company and LaPorte America, Inc.

Sales Contract No. 25-86182, dated
January 23, 1986, between Diamond Shamrock
Chemicals Company and McGean-Rohco, Inc.

Sales Contract No. 23-852305, dated July 31,
1986, between Diamond Shamrock Chemicals
Company and Nalco Chemical Company

Conversion Agreement, dated September 26,
1983, as amended, between Diamond Chemicals
Company and Osmose Wood Preserving Co. of
America, Inc.

Sales Contract No. 23-862308, dated
February 26, 1986, between Diamond Shamrock
Chemicals Company and Pfister-Vogel Tanning
Company

- * Letter Agreement, dated June 11, 1982,
between Diamond Shamrock Corporation and
Eltech Systems Corporation
- * Letter Agreement, dated June 11, 1982,
between Diamond Shamrock Corporation and
Eltech Systems Corporation
- * Letter Agreement, dated June 11, 1982,
between Diamond Shamrock Corporation and
Eltech Systems Corporation
- * Letter Agreement, dated June 11, 1982,
between Diamond Shamrock Corporation and
Eltech Systems Corporation
- * Letter Agreement, dated June 11, 1982,
between Diamond Shamrock Corporation and
Eltech Systems Corporation

Written Approval of Assignment, dated November 27, 1985, among Diamond Shamrock Corporation, Diamond Shamrock Chemicals Company, Convent Chemical Corporation and Louisiana Power & Light Company

Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Convent Chemical Corporation

Electric Service Agreement, dated March 29, 1979, (with Rider No. 1-4 Agreements attached), between Convent Chemical Corporation and Louisiana Power & Light Company

Performance Agreement, dated July 11, 1979, between The B.F. Goodrich Company, Convent Chemical Corporation and Louisiana Power & Light Company

Shipping Services Contract, dated February 2, 1986, between Convent Chemical Corporation and Petroleum Shipping Service Corporation

Location Sales and Service Agreement, dated December 31, 1981, among Diamond Shamrock Corporation, Delaware City Plastics Corporation and Diamond Shamrock Plastics Corporation

Supplemental Agreement for Transmission Voltage Substation, dated January 1, 1982, among Diamond Shamrock Corporation, La Porte Chemicals Corporation and Houston Lighting & Power Company

Gas Transportation Agreement, dated December 1, 1985, between Diamond Shamrock Chemicals Company and The Cincinnati Gas & Electric Company

Off Peak Gas Service Contract, dated December 9, 1981, between Diamond Shamrock Corporation and The Cincinnati Gas and Electric Company

Industrial Gas Sales Contract, dated March 28, 1983, as amended, between Diamond Shamrock Corporation and South Gulf Energy, Inc.

Nitrogen Sales Contract, dated April 1, 1980, between Convent Chemical Corporation and Big Three Industries, Inc..

Collateral Agreement, dated March 25, 1980, between The B.F. Goodrich Company and Big Three Industries, Inc.

Hydrogen Sale Contract, dated May 1, 1985, between Diamond Shamrock Chemicals Company and Chloramone Corporation

Location Sales and Service Agreement, dated April 15, 1982, as amended, between Diamond Shamrock Corporation and Ethyl Corporation

Application and Agreement for Electric Service, dated December 20, 1985, between Diamond Shamrock Chemicals Company and Houston Lighting & Power Company

Systems Supply Agreement, dated October 1, 1974, between Diamond Shamrock Corporation and Gulf Supply Company

Purchase Order No. HB 194377-025, dated March 13, 1985, between Diamond Shamrock Chemicals Company on and Gulf Supply Company, Inc.

Systems Supply Agreement, dated October 1, 1974, between Diamond Shamrock Corporation and Nunn Electric Supply Company

Systems Supply Agreement, dated October 1, 1974, between Diamond Shamrock Corporation and Texas Marine and Industrial Supply Company

Letter, dated April 19, 1985, to Diamond Shamrock Chemicals Company from Texas Marine & Industrial Supply Company regarding certain supply costs

Purchase Order No. HB 194375, dated March 13, 1985, between Diamond Shamrock Chemicals Company and Texas Marine & Supply Company

Purchase Order No. HB211200-025, dated February 28, 1986, between Diamond Shamrock Chemicals Company and Nalco Chemical Company

- * Sales and Service Agreement, dated October 11, 1982, between Diamond Shamrock Corporation and Eltech Systems Corporation

Hydrogen Supply Agreement, acknowledged April 12, 1979, as amended, between Diamond Shamrock Corporation and Air Products and Chemicals, Inc.

Letter Agreement, dated December 20, 1984, between Diamond Shamrock Corporation, Brown & Root U.S.A., Inc. and Brown & Root, Inc.

- * Agreement, dated December 10, 1978, as amended, between Diamond Shamrock Corporation and Brown & Root, Inc.

Letter Agreement, dated May 7, 1984, between Diamond Shamrock Chemicals Company and Exxon Pipeline Company

Application and Agreement for Electrical Service, dated February 1, 1985, between Diamond Shamrock Chemicals Company and Houston Lighting & Power Company

Letter Agreement, dated April 17, 1985, between Diamond Shamrock Chemicals Company and Houston Lighting & Power Company

- * Terminating and Storage Agreement, dated November 8, 1973, between Diamond Shamrock Corporation and Robertson Terminals, Inc.

Pipeline Nitrogen Agreement, dated October 26, 1983, between Diamond Chemicals Company and Union Carbide Corporation

OCC033577

* Letter Agreement, dated August 14, 1979,
between Diamond Shamrock Corporation and
Union Carbide Corporation

Contract for Industrial Gas Service, dated
April 1, 1986, as amended, between Diamond
Shamrock Chemicals Company and Lone Star Gas
Company

Agreement for Electric Service, dated
June 26, 1970, between Diamond Shamrock
Chemicals Company and Dallas Power & Light
Company

Construction Contract, dated October 27,
1977, as amended, between Diamond Shamrock
Corporation and Voss International
Corporation

Waste Transportation and Disposal Agreement,
dated March 1, 1984, between Diamond
Shamrock Chemicals Company and Rollins
Environmental Services, Tx. Inc.

Waste Treatment and Disposal Agreement,
dated November 4, 1985, between Diamond
Shamrock Chemicals Company and Ensco, Inc.

Master Waste Systems Agreement, dated
May 12, 1982, between Diamond Shamrock
Corporation and Browning-Ferris Industries,
Inc.

Water Supply Contract, dated September 3,
1976, as amended, between Diamond Shamrock
Corporation and the City of Houston

Conversion Agreement, dated July 6, 1984,
between Diamond Shamrock Chemicals Company
and CIBA-GEIGY Corporation

Conversion Agreement, dated June 17, 1982,
between Diamond Shamrock Corporation and
Koppers Company, Inc.

Gas Sales Agreement, dated July 1, 1985, as
amended, between Diamond Shamrock Chemicals
Company and Roaring Fork Gas Corporation

Gas Transportation Agreement, dated July 1, 1985, between Diamond Shamrock Chemicals Company and Cranberry Pipeline Corporation

Gas Transportation Agreement, dated December 1, 1985, between Diamond Shamrock Chemicals Company and The Cincinnati Gas & Electric Company

Gas Sales Contract, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Louisiana State Gas Corporation

Contract for Industrial Gas Service, dated April 1, 1986, between Lone Star Gas Company and Diamond Shamrock Chemicals Company

Agreement, dated September 14, 1967, as amended, between Diamond Alkali Company and Delmarva Power & Light Company

Contract for Industrial and/or Commercial Gas Service, dated May 6, 1986, between Diamond Shamrock Chemicals Company and Mobile Gas Service Corporation

Firm Natural Gas Contract, dated December 1, 1984, between Diamond Shamrock Chemicals Company and North Alabama Gas District

Interruptible Gas Contract, dated December 1, 1984, between Diamond Shamrock Chemicals Company and North Alabama Gas District

Electricity Supply Agreement, dated June 16, 1986, between Diamond Shamrock Corporation and Appalachian Power Company

Steam Supply Agreement, effective January 1, 1986, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company

Electricity Supply Contract, dated July 30, 1970, as amended, between Diamond Shamrock Chemicals Company and Carolina Power & Light Company

Electric Service Agreement, dated March 29, 1979, as amended, between Louisiana Power and Light Company and Convent Chemical Corporation

Performance Agreement, dated July 11, 1979, among The B. F. Goodrich Company, Convent Chemical Corporation and Louisiana Power & Light Company

Power Contract, dated June 5, 1980, as amended, between Diamond Shamrock Corporation and Tennessee Valley Authority

Car Leasing Agreement, dated February 1, 1984, as amended, between Diamond Shamrock Chemicals Company and General Electric Railcar Services Corporation

Car Service Contract No. 7994, dated November 1, 1983, as amended, between Diamond Shamrock Chemicals Company and General American Transportation Corporation

Equipment Lease, dated January 5, 1981, between The B. F. Goodrich Company and Valley Bankers Leasing 81-1 Partnership

Security Agreement, dated January 5, 1981, from Valley Bankers Leasing 81-1 Partnership to Modern Woodmen of America

* Equipment Lease, dated April 1, 1978, between Diamond Shamrock Corporation and Trust Company for USL, Inc.

Security Agreement, dated April 1, 1978, between Trust Company for USL, Inc. and Union Mutual Life Insurance Company

Trust Agreement, dated as of April 1, 1978, among Trust Company for USL, Inc., United States Lease Financing, Inc. and Chemical Bank

Tank Leasing Purchase Order No. IR-125822, dated February 9, 1978, between Diamond Shamrock Corporation and Tank Lining Corporation

Car Lease Agreement, dated June 1, 1985,
between Diamond Shamrock Chemicals Company
and Allied Corporation

Car Service Agreement, dated August 1, 1984,
as amended; between Diamond Shamrock
Chemicals Company and Union Tank Car Company

Master Car Service Contract No. 2-9823,
dated July 13, 1973, as amended, between
Diamond Shamrock Corporation and ACF
Industries

Master Car Service Contract No. 2-8584,
dated April 26, 1971, between Diamond
Shamrock Corporation and ACF Industries,
Incorporated

Master Car Service Contract No. 2-8586,
dated April 28, 1971, as amended, between
Diamond Shamrock Corporation and ACF
Industries, Incorporated

Master Car Service Contract No. 2-8587,
dated April 28, 1971, as amended, between
Diamond Shamrock Corporation and ACF
Industries, Incorporated

Master Service Contract No. MSC2-0999, dated
January 20, 1976, as amended, between
Diamond Shamrock Corporation, Process
Division, and ACF Industries, Incorporated

Master Service Contract No. 4-2439, dated
October 14, 1980, as amended, between
Diamond Shamrock Corporation and ACF
Industries, Incorporated

Merchandise Warehouse Agreement, dated
June 21, 1985, between Diamond Shamrock
Chemicals Company and Buffalo Merchandise
Distribution Center Inc.

Warehouse Service Agreement, effective
June 1, 1983, between Diamond Shamrock
Chemicals Company and Haslett Company

Warehouse Lease, dated January 26, 1977, as amended, between Diamond Shamrock Corporation and Linden Warehouse & Distribution Co., Inc.

Merchandise Warehouse Agreement, effective June 11, 1984, between Diamond Shamrock Chemicals Company and Mallet's Gateway Terminal No. 2, Inc.

Warehouse Service Agreement, effective July 1, 1983, as amended, between Diamond Shamrock Chemicals Company and Pacific Coast Warehouse Corporation

Warehouse Service Agreement, effective July 1, 1982, between Diamond Shamrock Corporation and Trans Am Distribution Services, Inc.

Solvents Terminal Services Agreement, dated March 1, 1980, as amended, between Diamond Shamrock Corporation and P.D. Oil and Chemical Storage, Inc.

Terminal Services Agreement, dated April 1, 1983, as amended, between Diamond Shamrock Corporation and Powell Duffryn Terminals, Inc.

Terminal Services Agreement, dated January 1, 1978, as amended, between Diamond Shamrock Corporation and Gordon Terminal Service Co.

* Operating Agreement, dated August 1, 1976, as amended, between Diamond Shamrock Corporation and Gordon Terminal Service Co.

Terminal Services Agreement, dated January 14, 1976, as amended, between Diamond Shamrock Corporation and Chattanooga Warehouse and Cold Storage Co.

Terminalling and Storage Agreement, dated October 15, 1976, between Diamond Shamrock Corporation and Paktank Florida, Inc.

Terminal Services Agreement, dated May 1, 1979, as amended, between Diamond Shamrock Corporation and Essex Chemical Corporation

Terminal Facilities Agreement, dated April 1, 1977, between Diamond Shamrock Corporation and Chemtech Terminals, Inc.

Terminal Services Agreement, dated February 1, 1983, between Diamond Shamrock Corporation and Southside River Rail Corporation

Terminal Facilities Agreement, dated August 1, 1981, between Diamond Shamrock Corporation and Great Western Chemical Company

Terminal Services Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Chemply, a division of United Chemicals, Inc.

Terminal Agreement, dated February 4, 1977, as amended, between Diamond Shamrock Corporation and Wilmington Liquid Bulk Terminals, Inc.

Terminal Services Agreement, dated April 1, 1983, as amended, between Diamond Shamrock Corporation and Powell Duffryn Terminals, Inc.

Terminal Service Agreement, dated December 18, 1973, as amended, between Diamond Shamrock Corporation and Ocean Terminals, Inc.

Terminal Services Agreement, dated January 20, 1975, as amended, between Diamond Shamrock Corporation and El Dorado Terminals Corporation

Terminal Agreement, dated October 11, 1976, as amended, between Diamond Shamrock Corporation and Almont Shipping Co., Inc.

Contract No. P/L-1059, dated August 19, 1974, as amended, between Diamond Shamrock Corporation and Paktank Gulf Coast, Inc.

Terminal Service Agreement No. 290, dated May 25, 1979, as amended, between Diamond Shamrock Corporation and Intercontinental Terminals Company

Terminal Service Agreement No. 299, dated August 22, 1979, as amended, between Intercontinental Terminals Company and Convent Chemicals Company

Consent to Security Assignment, dated August 22, 1979, executed by International Terminals Company for the benefit of The First National Bank of Boston, as Trustee

Barge Towing Contract, dated March 16, 1982, between Diamond Shamrock Corporation and Tennessee Valley Towing, Inc.

Barge Towing Contract, dated December 1, 1974, between Diamond Shamrock Corporation and Walker Towing Corporation

Barge Towing Contract, dated September 15, 1974, between Diamond Shamrock Corporation and Igert, Inc.

Barge Towing Contract, dated May 1, 1978, between Diamond Shamrock Corporation and Scott Chotin, Inc.

Tank Barge Management Contract, dated September 1, 1983, between Diamond Shamrock Corporation and O'Daniels and Associates.

Fleeting and Towing Contract, dated October 21, 1983, between Diamond Shamrock Chemicals Company and Inter-Bay Towing Company, Inc.

Barge Charter, dated November 27, 1985, between Diamond Shamrock Chemicals Company and The BF Goodrich Company

Barge Purchase Agreement, dated October 2, 1973, between Diamond Shamrock Corporation and Dravo Corporation

Agreement and Assignment, dated April 26, 1973, of Bareboat Charter/Lease Agreement, dated September 1, 1973, between GATX Leasing Company and GATX Aircraft Corporation

Letter Agreement, dated January 30, 1986, between Diamond Shamrock Chemicals Company and Spanier Marine Corporation

Voyage Charter Party, dated May 29, 1986, between Diamond Shamrock Chemicals Company and Diamond Shamrock Corporate Company

Service Agreement, dated July 1, 1984, as amended, between Diamond Shamrock Chemicals Company and Elkhorn Coal & Coke, Inc.

Track Agreement, dated August 1, 1977, among Diamond Shamrock Corporation, Port of Houston Authority and Port Terminal Railroad Association

Agreement, dated March 29, 1978, between Diamond Shamrock Corporation and Port of Houston Authority

Track Agreement, dated February 1, 1977, among Diamond Shamrock Chemicals Company, Port of Houston Authority and Port Terminal Railroad Association

Industrial Track Agreement, dated May 1, 1978, between Diamond Shamrock Corporation and Southern Pacific Transportation Company

Agreement, dated July 21, 1978, among Diamond Shamrock Corporation, Port of Houston Authority, Port Terminal Railroad Association and Southern Pacific Transportation Company

Agreement, dated October 3, 1956, among Harris County - Houston Ship Channel Navigation District; Texas and New Orleans

Railroad Company; Chicago, Rock Island and Pacific Railroad Company; Fort Worth and Denver Railway Company; Gulf, Colorado and Santa Fe Railway Company; Houston Belt and Terminal Railway Company; Missouri-Kansas-Texas Railroad Company of Texas; and Missouri Pacific Railroad Company

Locomotive Lease Agreement, as amended, dated November 17, 1983, between Diamond Shamrock Corporation and Inman Service Co., Inc.

EDI NET Communications Services Agreement, dated April 10, 1986, between Diamond Shamrock Chemicals Company and McDonnell Douglas Corporation

Agreement, dated January 26, 1970, between Diamond Shamrock Corporation and Western Weighing and Inspection Bureau

Agreement, dated August 20, 1980, between Diamond Shamrock Corporation and Western Weighing and Inspection Bureau

Agreement, dated April 4, 1981, between Diamond Shamrock Corporation and Western Weighing and Inspection Bureau

Agreement, dated March 5, 1986, between Diamond Shamrock Chemicals Company and Western Weighing and Inspection Bureau

Rail Car Lease, dated April 24, 1985, between Diamond Shamrock Chemicals Company and Chemtech Industries, Inc.

Rail Car Lease, dated February 12, 1986, between Diamond Shamrock Chemicals Company and Transportation Equipment, Inc.

* Minor Repair Track Agreement, dated September 16, 1977, between Diamond Shamrock Corporation and General American Transportation Corporation (amendment pending)

* Minor Repair Track Agreement, dated June 28, 1979, between Diamond Shamrock Corporation and General American Transportation Corporation (amendment pending)

Rail Tank Car Sublease Agreement, dated March 21, 1986, between Diamond Shamrock Chemicals Company and Zip Transportation Company, Inc.

Equipment Lease Agreement, dated January 22, 1986, between Diamond Shamrock Chemicals Company and TriContinental Leasing Corporation

Participation Agreement, dated July 15, 1978, between Diamond Shamrock Corporation, Security Pacific Equipment Leasing, Inc., Exchange National Bank of Chicago (as Owner-Trustee), First Pennsylvania Bank N.A. (as Agent), and Purchasers

Lease of Railroad Equipment, dated July 15, 1978, between Diamond Shamrock Corporation, and Exchange National Bank of Chicago (as Owner-Trustee)

Security Agreement, dated July 15, 1978, between Exchange National Bank of Chicago and First Pennsylvania Bank N.A.

Trust Agreement, dated July 15, 1978, between Security Pacific Equipment Leasing, Inc. and Exchange National Bank of Chicago

Chrome Solution Conversion Agreement, dated January 1, 1985, between Diamond Shamrock Chemicals Company and Allied Corporation

Agreement, May 1, 1985, between Diamond Shamrock Chemicals Company and Allied Company

Sales Agreement, dated August 17, 1977, as amended, between Diamond Shamrock Corporation and The B.F. Goodrich Company

Memorandum of Agreement, dated April 5, 1982, as amended, between Diamond Shamrock Corporation and Almet, Inc.

Purchase Order No. IB 209580-043, dated
May 30, 1986, between Diamond Shamrock
Chemicals Company and Ashland Chemical Co.

Purchase Order No. IB 209489-043, dated
March 31, 1986, between Diamond Shamrock
Chemicals Company and Bayer AG

Purchase Order No. IB 209585-043, dated
May 29, 1986, between Diamond Shamrock
Chemicals Company and Bemis Co., Inc.

Purchase Order No. IB 200639-082, dated
October 7, 1985, as amended, between Diamond
Shamrock Chemicals Company and Chevron
Chemical Co.

Purchase Order No. IB 208861-082, dated
February 7, 1986, between Diamond Shamrock
Chemicals Company and Domtar Industries, Inc.

Purchase Order No. IB 208999-A-082, dated
January 23, 1986, as amended, between
Diamond Shamrock Chemicals Company and Exxon
Chemical Americas

Sales Agreement, dated December 2, 1983, as
amended, between Diamond Shamrock Chemicals
Company and Exxon Company, U.S.A.

Contract for Sale, dated November 12, 1982,
as amended, between Diamond Shamrock
Corporation and FMC Corporation

Purchase Order No. IB 207304-082, dated
December 13, 1985, between Diamond Shamrock
Chemicals Company and Koch Sulfer Products

Purchase Order No. IB 209486-043, dated
March 26, 1986, between Diamond Shamrock
Chemicals Company and Lundberg Industries
Ltd.

Salt Sales Agreement, dated May 1, 1986,
between Diamond Shamrock Chemicals Company
and Morton Bahamas Limited

Purchase Order No. IB 208862-082, dated February 7, 1986, between Diamond Shamrock Chemicals Company and Morton Salt Company

Contract No. 1023A, dated September 30, 1981, as amended, between Diamond Shamrock Corporation, Almet, Inc. and Outokumpu Oy

Purchase Order No. IB 209501-043, dated March 25, 1986, as amended, between Diamond Shamrock Chemicals Company and Potash Company of America Inc.

Purchase Agreement, dated July 31, 1986, between Diamond Shamrock Chemicals Company and Potash Corporation of Saskatchewan Sales Limited

Chemical Products Contract, dated April 26, 1976, between Diamond Shamrock Corporation and Shell Chemical Company, as amended

Soda Ash Contract, dated April 4, 1984, between Diamond Shamrock Chemicals Company and Tenneco Minerals Company

Private Car Lease Agreement, dated January 16, 1984, between Diamond Shamrock Chemicals Company and Tenneco Minerals Company

Purchase Order No. IB 207305-082, dated December 13, 1985, between Diamond Shamrock Chemicals Company and Tennessee Chemical Co.

Amended and Restated Brine Production and Delivery Agreement, dated November 20, 1980, between Convent Chemical Corporation and Texas Brine Corporation

Partial Assignment of Salt and Underground Storage Lease, dated November 25, 1980, between Convent Chemical Corporation and Texas Brine Corporation

Supply Agreement, dated February 19, 1981, between Diamond Shamrock Corporation and Union Carbide Corporation

Purchase Order No. IB 207306-082, dated
December 13, 1985, between Diamond Shamrock
Chemicals Company and Wright Chemical Company

Purchase Order No. 00200647, dated
January 2, 1986, between Diamond Shamrock
Chemicals Company and Stauffer Chemical
Company

Purchase Order No. IB 200646-082, dated
January 2, 1986, between Diamond Shamrock
Chemicals Company and Du Pont Company -
Chemicals & Pigment

Purchase Order No. 207916, dated
November 25, 1985, between Diamond Shamrock
Chemicals Company and Boswell Oil Company

Purchase Order No. IB 207997-006, dated
January 3, 1986, between Diamond Shamrock
Chemicals Company and Allied Chemical
Corporation

* Purchase Order No. IB 207996-A-006, dated
January 3, 1986, between Diamond Shamrock
Chemicals Company and FMC Corporation

Purchase Order No. IB 212666-043, dated
April 25, 1986, between Diamond Shamrock
Chemicals Company and The Morie Co., Inc.

Purchase Order No. IB 212664-043, dated
April 25, 1986, between Diamond Shamrock
Chemicals Company and Ottawa Silica Company

Change Order No. IB 212665-A-043, dated
April 25, 1986, between Diamond Shamrock
Chemicals Company and Unimin Corporation

Purchase Order No. IB 212665-043, dated
April 25, 1986, between Diamond Shamrock
Chemicals Company and Unimin Corporation

Purchase Order No. IB 213580-043, dated
July 25, 1986, between Diamond Shamrock
Chemicals Company and Astro Container Co.

Contract, dated October 11, 1963, between Diamond Alkali Company and Water Works Board of the City of Mobile

Agreement, dated April 30, 1963, between Diamond Alkali Company and Water Works and Sewer Board of the City of Prichard

Painting Service Contract, dated December 6, 1983, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company Inc.

Contract for Industrial and/or Commercial Gas Service, dated May 6, 1986, between Diamond Shamrock Chemicals Company and Mobile Gas Service Corporation

Purchase Order No. IB 208218-043, dated January 17, 1986, between Diamond Shamrock Chemicals Company and Jesse S. Morie & Son, Inc.

Purchase Order No. IB 208217-043, dated January 17, 1986, between Diamond Shamrock Chemicals Company and Louisiana Industrial Sand Co.

Purchase Order No. IB 209499-043, dated March 28, 1986, between Diamond Shamrock Chemicals Company and Kalium Chemicals

Purchase Order No. IB 210165-082, dated April 2, 1986, between Diamond Shamrock Chemicals Company and Industrial Chemicals, Inc.

Purchase Order No. IB 208034-A-006, dated January 1, 1986, between Diamond Shamrock Chemicals Company and FMC Corporation

Purchase Order No. IB 210164-A-082, dated April 1, 1986, between Diamond Shamrock Chemicals Company and American Cyanamid Co.

Purchase Order No. IB 208033-A-006, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Allied Chemical Corporation

Purchase Order No. IB 209500-043, dated March 26, 1986, between Diamond Shamrock Chemicals Company and Potash Company of Saskatchewan

Purchase Order No. IB 210177-082, dated April 28, 1986, between Diamond Shamrock Chemicals Company and Reagent Chemical & Research

Purchase Order No. IB 210178-082, dated April 25, 1986, between Diamond Shamrock Chemicals Company and Vulcan Materials Co.

Power Contract, dated June 15, 1980, as amended, between Diamond Shamrock Corporation and Tennessee Valley Authority

Firm Natural Gas Contract, dated December 1, 1984, between Diamond Shamrock Chemicals Company and North Alabama Gas District

Agreement, dated September 8, 1983, between Diamond Shamrock Chemicals Company and Domtar Industries Inc.

* Potash Sales Contract, dated January 1, 1983, between Diamond Chemicals Company and International Minerals & Chemical Corporation

Exchange Agreement (and coordinating Pipeline Agreement), dated May 7, 1986, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company

Agreement, dated July 2, 1986, between Diamond Shamrock Chemicals Company, Bearings, Inc., Dixie Bearings, Inc. and Bruening Bearings, Inc.

Steam Supply Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours & Company

Purchase Contract No. IB 208225-A-043, dated January 17, 1986, between Diamond Shamrock Chemicals Company and Unimin Corporation

Purchase Contract No. IB 208226-A-043, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Pennsylvania Glass Sand Corp.

Purchase Contract No. IB 207988-006 (and Change Order) - (effective March 27, 1986) between Diamond Shamrock Chemicals Company and Kerr-McGee Chemical Corp.

Purchase Contract No. IB 207990-A-006, dated January 3, 1986, between Diamond Shamrock Chemicals Company and FMC Corporation

Purchase Contract No. IB 207989-006, dated January 3, 1986, between Diamond Shamrock Chemicals Company and Allied Chemical Corporation

Purchase Contract No. 182312, dated March 20, 1985, between Diamond Shamrock Chemicals Company and Belcher New Jersey, Inc.

Purchase Contract No. 182327, dated October 18, 1985, between Diamond Shamrock Chemicals Company and Mitchell Supreme Fuel Company

Purchase Contract AB 211682-096, dated March 20, 1986, between Diamond Shamrock Chemicals Company and SCA Chemical Services Company

Purchase Contract AB 216372-095, dated August 6, 1986, between Diamond Shamrock Chemicals Company and SCA Chemical Services Company

Purchase Contract No. AB 211683-096, dated March 25, 1986, between Diamond Shamrock Chemicals Company and Envirite Corporation

Technical Services Agreement, dated February 1, 1986, between Diamond Shamrock Corporation and Bowshot, Cooper & O'Donnell - Engineers, as supplemented

Services Agreement, dated April 16, 1986,
between Diamond Shamrock Chemicals Company
and Columbia Data Services Corporation

Thermal Investigation Master Agreement,
dated July 16, 1980, between Diamond
Shamrock Corporation, Process Chemicals
Division, and Columbia Data Services
Corporation

Service Agreement No. MS-2-84-016, dated
December 12, 1984, between Diamond Shamrock
Chemicals Company and Amdahl Corporation

Maintenance Service Agreement No.
MM-2-4-012, dated December 12, 1984, between
DSCC and Amdahl Corporation.

Vehicle Lease Agreement, as amended, dated
September 19, 1972, between Diamond Shamrock
Corporation and Leaseway System Corp., and
related documents

Warehouse Operations Service Agreement,
dated November 25, 1980, as amended, between
Diamond Shamrock Corporation and American
Distribution Co.

Warehouse Operations Service Agreement,
dated June 1, 1979, as amended, between
Diamond Shamrock Corporation and Broadway
Warehouses, Inc.

Warehouse Lease Agreement, dated January 26,
1977, as amended, between Diamond Shamrock
Corporation and Lindin Warehouse &
Distribution Co., Inc.

Warehouse Operations Service Agreement,
dated January 1, 1980, as amended, between
Diamond Shamrock Corporation and Robert
Meador Warehouse & Distribution, Inc.

Warehouse Service Agreement, dated June 30,
1983, as amended, between Diamond Shamrock
Corporation and Pacific Coast Warehouse
Corporation

Warehouse Service Agreement, dated July 1, 1983, as amended, between Diamond Shamrock Corporation and Trammell Crow Distribution Corporation of Atlanta

Terminal Facilities Agreement, dated April 16, 1982, between Diamond Shamrock Corporation and Hawkins Chemical, Inc.

Master Service Contract No. MSC 2-0999, dated January 20, 1976, as amended, between Diamond Shamrock Corporation and ACF Industries, Inc.

* Foreign Investment Agreement, dated September 11, 1978, among Diamond Shamrock Corporation, Diamond Shamrock Atlantic Corporation, Diamond Shamrock de Chile, S.A.I. and the Republic of Chile

Electricity Purchase Contract, dated June 1, 1978, as amended, between Diamond Shamrock de Chile, S.A.I. and Empresa Nacional de Electricidad S.A.

Sales Contract No. S-108-86, dated April 29, 1986, between Diamond Shamrock Chemicals Company and Boise Cascade Corporation

Sales Contract No. S-101, dated August 22, 1985, and letter agreement of the same date amending the same, between Diamond Shamrock Chemicals Company and Champion International Corporation

Purchase and Sales Agreement No. 0026, dated February 14, 1986, between Diamond Shamrock Chemicals Company and Weyerhaeuser Paper Company

Purchase Agreement, dated February 13, 1986, between Diamond Shamrock Chemicals Company and Cathay Chemical Works Inc.

Agreement, dated February 7, 1986, between Diamond Shamrock Chemicals Company and Allied-Signal Inc.

Sales Contract No. 86-2-01, dated December 15, 1985, between Diamond Shamrock Chemicals Company and Celanese Chemical Company, Inc., as amended

Purchase Contract, dated January 9, 1986, between Process Chemicals Division of Diamond Shamrock Corporation and Allied Corporation

Agreement, dated November 26, 1984, as amended, between Diamond Shamrock Chemicals Company and American Hoechst Corporation

Maintenance and General Services Agreement, dated March 3, 1980, between Diamond Shamrock Corporation and Daniel International Corporation

Chromic Anhydride Repackaging Agreement, dated January 11, 1985, between Diamond Shamrock Pacific Ltd. and Japan Metal Finishing Co., Ltd.

Distributorship Agreement, dated January 1, 1980, among Diamond Shamrock Taiwan Ltd. and Fair Enterprises Corporation, and Brook Lin and Gin York Co. Ltd.

Distributorship Agreement, dated January 1, 1980, among Diamond Shamrock Taiwan Ltd. and Fair Enterprises Corporation, and Tye Han Trading Co., Ltd.

Distributorship Agreement, dated January 1, 1980, among Diamond Shamrock Taiwan Ltd. and Fair Enterprises Corporation, and David Juang, Jintex Corporation Ltd. and Li Phone Co. Ltd.

Distributorship Agreement, dated April 1, 1983, among Diamond Shamrock Trading Corp., Diamond Shamrock Taiwan Ltd., and Forehand Enterprise Co., Ltd.

* Diamond Shamrock Taiwan Ltd., Chung-Li Plant, Elevator Service Agreement

* Diamond Shamrock Taiwan Ltd. Office Lease Agreement

Exclusive Sales Representative and Distributorship Agreement, dated January 1, 1981, between Diamond Shamrock France and Diamond Shamrock Deutschland GmbH

Representation Agreement, dated December 1, 1985, between Diamond Shamrock France S.A. and Croftshaw (Solvents) Limited

Consignment Stock Agreement, dated December 1, 1985, between Diamond Shamrock France S.A. and Croftshaw (Solvents) Limited

Distributorship Agreement, dated December 27, 1985, between Diamond Shamrock France S.A. and Union Carbide France S.A.

Silicon Contract, dated August 16, 1984, between Diamond Shamrock France S.A. and Union Carbide France S.A.

Distribution Agreement, dated October 1, 1984, as amended, between Diamond Shamrock France S.A. and Marcel Quarre and Cie

Distribution Agreement, dated July 1, 1984, between Diamond Shamrock France S.A. and Ausiliari Tessili Reattivi

Distributor Agreement, dated May 1, 1984, as amended, between Diamond Shamrock France S.A. and Mr. Brodsky

Distributor Agreement, dated July 25, 1985, between Diamond Shamrock France S.A. and P.C.B. Machines S.A.

Distributor Agreement, dated November 10, 1985, between Diamond Shamrock France S.A. and Impianti Trattamenti Finitura

Waste Disposal Contract between Diamond Shamrock France S.A. and L'Agence Financiere de Bassin Seine Normandie

- * Electrician Contract of Diamond Shamrock Taiwan Ltd.
- * Sales Agency Agreement, dated October 1, 1982, between Diamond Shamrock Chemicals Canada Inc. and L.H. Lincoln & Son [Expected to terminate on 8-28-86]

Gas Sales Contract, dated January 1, 1985, between Diamond Shamrock Canada Ltd. and Union Gas Limited

Consulting Agreements, as amended, dated April 29, 1982, between Diamond Shamrock Corporation and Robert S. Cook

Consulting Agreement, dated September 1, 1985, between Diamond Shamrock Energy Services Limited and MacGregor Crowe Limited

Agreement between Diamond Shamrock Chemicals Company and Allied Corporation dated May 1, 1985

Agreement between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company dated July 17, 1985

Conversion Agreement, dated December 14, 1984, between Diamond Shamrock Chemicals Company and Dow Chemical U.S.A.

Conversion Agreement, dated July 31, 1975, between Phillips Petroleum Company and Diamond Shamrock Corporation

Conversion Agreement, dated February 18, 1983, between Diamond Shamrock Corporation and Shell Chemical Corporation

Distributor Agreement, dated January 3, 1983, among Diamond Shamrock Corporation, Diamond Shamrock Pacific Ltd., and Sale Tiley, as amended by Distributor Agreement, dated February 1, 1985, among Diamond Shamrock Chemicals, Diamond Shamrock Pacific, Ltd., San Nopco Ltd. and ACI JAPAN (formerly Sale Tiley)

Distributor and Sales Agency Agreement dated January 1, 1986, between Diamond Shamrock Chemicals Company and Andesud S.A.

Distributor and Sales Agency Agreement, dated May 23, 1986, between Diamond Shamrock Chemicals Company and Lankro Italiana S.p.A.

Agreement, dated June 19, 1983, as amended, between Diamond Shamrock Company and Dow Chemical USA

Liquid Gas Service Agreement, dated March 1, 1984, between Diamond Shamrock Chemicals Company and AGA Gas, Inc.

Sales Agreement No. 83 86103, dated July 1, 1983, between Diamond Shamrock Chemicals Company and Exxon Company, U.S.A.

Agreement, dated June 17, 1986, between Diamond Shamrock Chemicals Company and Kalium Chemicals

Agreement, dated July 31, 1986, between Diamond Shamrock Chemicals Company and Potash Corporation of S.S.L.

Purchase Agreement, dated July 1, 1986, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company

Chlorine Supply Contract, dated January 1, 1977, between Diamond Shamrock Corporation and Shell Chemical Company

Sales Contract for Chlorine Cell Gas and/or Liquid Chlorine, dated January 1, 1983, between Diamond Shamrock Corporation and Standard Chlorine of Delaware, Inc.

Purchase Agreement No. 8054, dated April 1, 1985, between Diamond Shamrock Chemicals Company and Texaco Inc.

Wastewater Treatment Agreement, dated December 31, 1981, as amended, between Diamond Shamrock Corporation and LaPorte Chemicals Corp.

Industrial Water Treatment Agreement, dated July 1,
1984, between Diamond Shamrock Chemicals Company and
Cosden Oil and Chemical Company

Wastewater Disposal Contract Tank Truck Shipments
Agreement, dated March 15, 1985, between E.I. du Pont
de Nemours & Company, Inc. and Diamond Shamrock
Chemicals Company

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CONVENT CONTRACTS

1. Chlorine Supply Agreement, dated November 27, 1985, among Diamond Shamrock Chemicals Company, The B.F. Goodrich Company and LaPorte Chemicals Corp
2. Consent and Indemnification Agreement, dated November 27, 1985, by and among International Business Machine Corporation, Convent Chemical Corporation, The B.F. Goodrich Company, Diamond Shamrock Chemicals Company and Diamond Shamrock Corporation relating to the Tax Agreement, dated November 9, 1981, between Convent Chemical Corporation and International Business Machine Corporation
3. LaPorte Agreement, dated November 27, 1985, by and among Diamond Shamrock Chemicals Company, LaPorte Chemicals Corp. and The B.F. Goodrich Company
4. Written Approval of Assignment, dated November 27, 1985, among Convent Chemical Corporation, Diamond Shamrock Corporation, Diamond Shamrock Chemicals Company and Louisiana Power & Light Company
5. Assignment of Amended and Restated Brine Production and Delivery Agreement and Assignment of Partial Assignment of Salt and Underground Storage Lease, dated November 27, 1985, between Convent Chemical Corporation and Diamond Shamrock Chemicals Company
6. Rail Car Lease, dated November 27, 1985, between The B.F. Goodrich Corporation and Diamond Shamrock Chemicals Company
7. EDC Toll Conversion Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company, The B.F. Goodrich Corporation and LaPorte Chemicals Corp.
8. Act of Mortgage, dated February 21, 1986, by Diamond Shamrock Chemicals Company
9. Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Corporation and General Electric Credit Corporation
10. Successor Guarantee, dated November 27, 1985, between Diamond Shamrock Corporation, Exchange National Bank of Chicago and General Electric Credit Corporation

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11. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Convent Chemical Corporation
12. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and The B.F. Goodrich Corporation, Valley Bankers Leasing 81-1 Partnership and Valley Bank Leasing
13. Assignment, Assumption and Consent Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company, The B.F. Goodrich Corporation
14. Assignment, Assumption and Consent Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company, The B.F. Goodrich Company and Modern Woodmen of America
15. Assignment, Assumption and Consent Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company, The B.F. Goodrich Company and Bankers Commercial Corporation
16. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and The B.F. Goodrich Company
17. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Convent Chemical Corporation, relating to Support Terminals, Inc.
18. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Convent Chemical Corporation, relating to Big Three Industries, Inc.
19. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and Convent Chemical Corporation, relating to Big Three Industries, Inc.
20. Assignment and Assumption Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and The B.F. Goodrich Company, relating to Electrode Corporation

SCHEDULE 2.17

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

INTELLECTUAL PROPERTY

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A. Trademarks, Trade Names, Licenses, Service Marks,
Copyrights, Patents, Patent Applications and Certain
Infringement Claims

Copy attached

B. Settlement Agreements, License Agreements and Miscellaneous
Agreements

1. Settlement Agreement, dated February 6, 1961,
between Diamond Alkali Company and Abbott
Laboratories
2. Settlement Agreement, dated June 28, 1979, between
Diamond Shamrock (Solvents Division) and Beecham
Group Limited
3. Settlement Agreement, dated September 8, 1959,
between Diamond Alkali Company and California Spray
Chemical Corporation
4. Settlement Agreement, dated October 26, 1962,
between Diamond Alkali Company and Dearborn Chemical
Company
5. Restriction and Prior Rights Declaration, dated
May 21, 1984, between Diamond Shamrock Chemicals
Company and Deutsche Pharmacia GmbH
6. Settlement Agreement, dated January 10, 1975,
between Diamond Shamrock Corporation and Dixo
Company, Inc.
7. Trademark Agreement, dated December 10, 1957,
between Diamond Alkali Company and Dow Chemical
Company
8. Settlement Agreement, dated December 18, 1957,
between Diamond Alkali Company and General Mills,
Inc.
9. Settlement Agreement, dated July 25, 1951, between
Diamond Alkali Company and Harshaw Chemical Company
10. Settlement Agreement, dated November 8, 1963,
between Diamond Alkali Company and Interchemical
Corporation

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11. Settlement Agreement, dated June 15, 1965, between Diamond Alkali Company and Kawel Shale Products Company
12. Settlement Agreement, dated November 8, 1979, among Diamond Shamrock Corporation, Lankro Chemicals Limited and Lord Corporation
13. Settlement Agreement, dated January 3, 1973, between Diamond Shamrock Corporation and Martens Chemical Corporation
14. Settlement Agreement, dated February 9, 1950, between Diamond Alkali Company and Salem Commodities, Inc.
15. Settlement Agreement, dated October 2, 1961, between Diamond Alkali Company and Patek & Company
16. Settlement Agreement, dated March 25, 1976, between Diamond Shamrock Corporation and Pennwalt Corporation
17. License Agreement, dated January 6, 1977, between Diamond Shamrock Corporation and Pfizer, Inc.
18. Settlement Agreement, dated February 10, 1976, between Diamond Shamrock Corporation and Plough, Inc.
19. Settlement Agreement, dated February 29, 1954, between Diamond Alkali Company and Proctor & Gamble Company
20. Settlement Agreement, dated April 30, 1968, among Diamond Shamrock Corporation, Progressive Products Company and Patek Company
21. Settlement Agreement, dated January 15, 1980, between Diamond Alkali Company and Todd Chemical Industries
22. Settlement Agreement, dated December 27, 1977, between Diamond Shamrock Corporation and George H. Wetherill d/b/a Ream Ophthalmic Solutions
23. Counterdeclaration, dated March 18, 1981, between Diamond Shamrock Corporation and A-Betong AB
24. Counterdeclaration, dated March 27, 1981, between Diamond Shamrock Corporation and Aluminum Company of Canada, Limited

25. Declaration, dated April 12, 1976, between Diamond Shamrock France and Asta-Werke AG
26. Declaration, dated July 6, 1982, between Diamond Shamrock Process Chemicals Chemical Unit and BASF Aktiengesellschaft
27. Settlement Agreement, dated December 28, 1972, between Diamond Shamrock and Badische Anilin and Soda-Fabrik Aktiengesellschaft
28. Settlement Agreement, dated May 1, 1974, between Diamond Shamrock and BASF Aktiengesellschaft
29. Declaration and Undertaking, dated December 14, 1976, between Diamond Shamrock France and Berol Kemi AB
30. Declaration, dated June 12, 1968, between Nopco Chemical Company and Brauns Anilinfarbenfabrik
31. Undertaking, dated August 25, 1969, between Diamond Shamrock Corporation and British Oxygen Company, Ltd.
32. Pre-right Declaration, dated May 3, 1983, between Diamond Shamrock Corporation and Celcommerz
33. Counterdeclaration, dated September 16, 1971, between Diamond Shamrock Corporation and Coalite and Chemical Products Limited
34. Counterdeclaration, dated September 5, 1980, between Diamond Shamrock Corporation and Colgate-Palmolive Company
35. Settlement Agreement, dated January 24, 1952, between Diamond Alkali Company and Ciba Limited
36. Declaration, dated November 18, 1965, between Nopco Chemical Company and Denso-Chemie GmbH
37. Declaration, dated August 5, 1964, between Nopco Chemical Company and Dreiring-Werke Kommanditgesellschaft
38. Counterdeclaration, dated March 4, 1976, between Diamond Shamrock France and Enka Glanzstoff B.V. - Arnhem

39. Declaration, dated April 27, 1976, between Diamond Shamrock France and ESSO (Switzerland)
40. Counterdeclaration, dated July 31, 1981, between Diamond Shamrock Corporation and Food Industries, Ltd.
41. Declaration, dated July 9, 1978, between Diamond Shamrock and Foracom S.A.
42. Settlement Agreement, dated September 28, 1984, between Diamond Shamrock Chemicals Company and Fosroc A.G. (Switzerland)
43. Settlement Agreement, dated January 24, 1983, between Diamond Shamrock Corporation and Fosroc International Ltd. (England)
44. Trademark Consent Agreement, dated November 3, 1975, between Diamond Shamrock Corporation and GAF Corporation
45. Counterdeclaration, dated March 24, 1983, between Diamond Shamrock Corporation and Geo Produkter HB
46. Declaration, dated September 6, 1963, between Nopco Chemical Company and Henkel & Cie. GmbH
47. Declaration of prior right, dated May 25, 1976, between Diamond Shamrock France and Henkel and Cie., GmbH
48. Declaration, dated March 20, 1976, between Diamond Shamrock France and Henkel & Cie. GmbH
49. Declaration, dated August 5, 1964, between Nopco Chemical Company and Henkel & Cie. GmbH
50. Prior right declaration, dated November 30, 1977, between Diamond Shamrock Corporation and Henkel & Cie. GmbH
51. Declaration, dated August 6, 1964, between Nopco Chemical Company and Henkel & Cie. GmbH
52. Declaration, dated June 23, 1983, between Diamond Shamrock Corporation and Henkel & Cie. GmbH [Foreign language]

53. Prior right declaration, dated July 5, 1983, between Diamond Shamrock Corporation and Henkel KGaA
54. Prior Rights Declaration, dated November 4, 1975, between Diamond Shamrock France and Hoechst Aktiengesellschaft
55. Letter Agreement, dated February 16, 1965, between Nopco Chemical Company and Hoffman-La Roche, Inc.
56. Letter Agreement, dated October 19, 1978, between Diamond Shamrock DO Brasil and Inco Research & Development Center
57. Declaration, dated March 11, 1977, between Diamond Shamrock France and Istituto Sieroterapico e Vaccinogene Toscano "SCLAVO" S.p.A.
58. Letter Agreement, dated August 15, 1983, between Diamond Shamrock Corporation and Lord Corporation
59. Declaration of prior right, dated July 21, 1976, between Diamond Shamrock France and Mankiewica Gebr. & Company
60. Prior right declaration, dated August 2, 1983, between Diamond Shamrock Corporation and E. Merck
61. Settlement Agreement, dated September 3, 1965, between Nopco Chemical Company and E. Merck A.G.
62. Declaration, dated March 18, 1981, between Diamond Shamrock and Merck & Company, Inc.
63. Declaration, dated March 29, 1976, between Diamond Shamrock France and Merck & Company, Inc.
64. Settlement Agreement, dated April 17, 1978, between Diamond Shamrock Corporation and Miles Kali-Chemie GmbH & Company KG
65. Letter Agreement, dated July 8, 1976, between Diamond Shamrock and Molnlycke AB
66. Letter, dated March 18, 1981, between Diamond Shamrock Corporation and Molnlycke
67. Settlement Agreement, dated March 18, 1960, between Nopco Chemical Company and Nalco Chemical Company

68. Settlement Agreement, dated January 12, 1973, as amended, between Diamond Shamrock Corporation and Nalco Chemical Company
69. Letter Agreement, dated April 9, 1962, between Nopco Chemical Company and Napko Corporation
70. Settlement Agreement, dated April 14, 1965, between Nopco Chemical Company and Nicco-Werk GmbH
- 71.* Settlement Agreement, dated August 3, 1972, among Diamond Shamrock Corporation, Diamond Shamrock Canada, Ltd. and Noco Drugs Ltd. (Abstract)
72. Prior right declaration, dated November 20, 1978, between Diamond Shamrock Corporation and Nordpolar Lackfabrik Christian Sommer KG
73. Settlement Agreement, dated July 1, 1975, between Diamond Shamrock and Pasco, Inc.
74. Declaration, dated September 9, 1964, between Nopco Chemical Company and Reiss, Rudolf Chemische Werke
75. Declaration, dated December 3, 1964, between Nopco Chemical Company and Rohm & Haas GmbH
76. Declaration, dated September 5, 1975, between Diamond Shamrock France and Sandoz S.A.
77. Letter Agreement, dated May 5, 1970, between Diamond Shamrock Corporation and Schering AG
78. Settlement Agreement, dated November 4, 1982, between Diamond Shamrock France and Societe Anonyme Enterprise Moderne Pour La Diffusion Emuldo
79. Settlement Agreement, dated November 14, 1972, between Diamond Shamrock Corporation and Chas. S. Tanner Co.
80. Declaration, dated August 24, 1964, between Nopco Chemical Company and Thompson-Werke GmbH
81. Letter Agreement, dated June 1, 1976, between Diamond Shamrock Corporation and Viruly, B.V.

82. License and Technical Assistance Agreement, dated September 8, 1967, as amended, between Nopco Chimie S.A. and Eng Joo Hung Company, Limited
83. Use of Materials Agreement, dated August 28, 1985, between Diamond Shamrock Chemicals Company and Ethyl Corporation
84. Custom Polymer Development and Synthesis Agreement, dated September 30, 1982, as amended, between Diamond Shamrock Corporation and W.L. Gore & Associates, Inc.
85. Formulation Agreement, dated September 5, 1972, between Nopco Chemical Division of Diamond Shamrock Corporation and Henkel, Inc.
86. License and Technical Assistance Agreement, dated October 6, 1965, as amended, between Diamond Shamrock Chemicals Company and Diamond Shamrock India
87. License Agreement, dated April 2, 1984, as amended, between Diamond Shamrock Chemicals Company and Kyoritsu Yuki Company Limited (Royalty based on sales)
88. Agreement, dated March 22, 1982, between Diamond Shamrock Corporation and ADC Resins; assigned to ADC Resins, by an Assignment, dated December 8, 1982 (Royalty based on sales)
89. Purchase and Resale Agreement, dated October 13, 1972, between Nopco Chemical Division of Diamond Shamrock Chemical Company and Alco Chemical Corporation
90. Letter Agreement, dated September 13, 1985, between Diamond Shamrock Chemicals Company and Allied Corporation
91. Indemnification Agreement, dated February 13, 1975, between Diamond Shamrock Chemicals Company and American Cyanamid Company
92. Trademark License, dated April 1, 1986, between Diamond Shamrock Chemicals Company and Andesud S.A.

93. License and Technical Assistance Agreement, dated April 1, 1986, between Diamond Shamrock Chemicals Company and Andesud S.A.
94. License Agreement, effective December 31, 1985, between Diamond Shamrock Chemicals Company and ARCO Chemical Company
95. Trademark License Agreement, dated February 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock Do Brasil Industria e Comercio Ltda.
96. License and Technical Assistance Agreement, dated February 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock Do Brasil Industria e Comercio Ltda.
97. License and Technical Assistance Agreement, dated November 15, 1984, between Diamond Shamrock Chemicals Company and CA Quimica Integracta
98. Trademark License Agreement, dated November 15, 1984, between Diamond Shamrock Chemicals Company and CA Quimica Integrada
99. License Agreement, dated September 1, 1982, between Diamond Shamrock Corporation and Brian Carr (Royalty based on sales)
100. Agreement, dated January 17, 1979, as amended, between Diamond Shamrock Corporation and Brian Carr (Royalty based on sales)
101. License and Technical Assistance Agreement, dated July 1, 1972, between Diamond Shamrock Corporation and Chemical Services Pty. Limited
102. License and Technical Assistance Agreement, dated October 22, 1979, between Diamond Shamrock (Australia) Pty. Limited and Colour and Synthetics Limited (Chemby Chemicals Ltd.)
103. Resale Agreement, dated July 7, 1960, between Diamond Shamrock Corporation and G. Devineaul S.A.
104. License and Technical Assistance Agreement, dated October 1, 1973, as amended, between Diamond Shamrock Corporation and Diamond Shamrock (Africa) (Proprietary) Ltd.

105. Trademark License Agreement, dated October 1, 1973, as amended, between Diamond Shamrock Corporation and Diamond Shamrock (Africa) (Proprietary) Limited
106. License and Technical Assistance Agreement, dated February 6, 1980, as amended, between Diamond Shamrock Corporation and Diamond Shamrock France S.A.
107. Technical Assistance Agreement, dated January 30, 1976, between Diamond Shamrock Chemicals (U.K.) Limited and Diamond Shamrock France (Fee based on sales)
108. Trademark License Agreement, dated January 30, 1976, between Diamond Shamrock France and Diamond Shamrock Chemicals (U.K.) Limited
109. Technical Assistance Agreement, dated December 18, 1975, between Diamond Shamrock France and Nopco-Senko A/S (Fee based on sales)
110. Trademark License Agreement, dated December 18, 1975, between Diamond Shamrock France and Nopco-Senko A/S
111. Technical Assistance Agreement, dated July 12, 1976, between Diamond Shamrock France and Muenzing Diamond Shamrock G.m.b.H. (Fee based on sales)
112. Trademark License Agreement, dated July 23, 1976, between Diamond Shamrock France and Muenzing Diamond Shamrock Chemie G.m.b.H.
113. Technical Assistance Agreement, dated July 5, 1976, between Diamond Shamrock France and Nopco Italiana (Fee based on sales)
114. Trademark License Agreement, dated July 5, 1976, between Diamond Shamrock France and Nopco Italiana
115. License and Technical Assistance Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Diamond Shamrock Italia S.p.A.
116. Trademark Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Diamond Shamrock Italia S.p.A.

117. Cross-License Agreement, dated April 20, 1960, between Doittau-Sopura S.A. and Nopco Chemical Company (Fee based on sales)
118. Joint Development and Secrecy Agreement, dated September 26, 1984, between Diamond Shamrock Chemicals Company and E. I. du Pont de Nemours and Company
119. Tri-Finishing Agreement, dated January 27, 1971, between Diamond Shamrock Chemicals Company and E.I. du Pont de Nemours and Company (Royalty based on
121. License Agreement, dated January 28, 1986, between Diamond Shamrock Canada Ltd. and Economics Laboratory, Inc.
122. License Agreement, dated January 28, 1986, between Economics Laboratory, Inc. and Diamond Shamrock Chemicals Company
123. License Agreement, dated January 28, 1986, between Diamond Shamrock Chemicals Company and Economics Laboratory, Inc.
124. License Agreement, dated January 28, 1986, between Economics Laboratory Inc. and Diamond Shamrock Canada Ltd.
125. Purchase and Sale Agreement, dated March 31, 1986, between Diamond Shamrock Scandinavia A/S and Economics Laboratory, Inc.
126. License Agreement, dated March 31, 1986, between Economics Laboratory, Inc. and Diamond Shamrock Process Chemicals Limited
127. License Agreement, dated March 31, 1986, between Economics Laboratory, Inc. and Diamond Shamrock Process Chemicals Limited
128. Purchase and Sale Agreement, dated March 31, 1986, between Economics Laboratory, Inc. and Diamond Shamrock Process Chemicals Limited

129. Assignment of Dedicated Patent Rights, dated April 2, 1986, made by Economics Laboratory, Inc.
130. License Agreement, dated March 31, 1986, between Economics Laboratory, Inc. and Diamond Shamrock Process Chemicals Ltd.
131. License Agreement, dated March 31, 1986, between Economics Laboratory, Inc. and Diamond Shamrock Process Chemicals Limited
132. License Agreement, dated March 31, 1986, between Economics Laboratory, Inc. and Diamond Shamrock Scandinavia A/S
133. Asset Purchase Agreement, dated February 28, 1981, between Diamond Shamrock Corporation and Mallinckrodt, Inc.
134. Technical Information and Assistance Agreement, dated June 13, 1980, as amended, between Diamond Shamrock Corporation and Mathiesen S.A.C.
135. Trademark Agreement, dated June 13, 1980, between Diamond Shamrock Corporation and Mathiesen S.A.C.
136. Agreement, dated January 16, 1972, between Diamond Shamrock Corporation and Mercantile International
137. Agreement, dated December 6, 1977, between Nalco Chemical Company and Diamond Shamrock Corporation
138. License Agreement, dated April 1, 1985, between Nalco Chemical Company and Diamond Shamrock Chemicals Company (Royalty based on sales)
139. Agreement, dated October 22, 1982, between Diamond Shamrock and Nicolet Instrument Corporation
140. Trademark License Agreement, dated July 1, 1969, between Nopco Colombiana, S.A. and Diamond Shamrock Corporation
141. License and Technical Assistance Agreement, dated July 1, 1971, between Nopco Colombiana, S.A. and Diamond Shamrock Corporation

142. License and Technical Assistance Agreement, dated January 1, 1965, as amended, between Nopco Chimie S.A. and Nopco Venezolana S.A.
143. Assignment, effective July 1, 1971, between Nopco Chimie, S.A. and Diamond Shamrock Corporation
144. License and Technical Assistance Agreement, dated March 11, 1986, between Diamond Shamrock Chemicals Company and Quimasoc Cia, Ltda.
145. Trademark License Agreement, dated March 11, 1986, between Diamond Shamrock Chemicals Company and Quimasoc Cia, Ltda.
146. Trademark Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and San Nopco Limited
147. License and Technical Assistance Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and San Nopco Limited
148. Technical Assistance Agreement, dated March 11, 1983, between Diamond Shamrock Corporation and Sanyo Chemical Industries, Ltd. (Royalty based on sales)
149. Transfer of Copyright, dated March 12, 1980, between Martin Schick, Diamond Shamrock Corporation, and Textile Research Institute
150. Technical Assistance and Sales Agreement, dated March 17, 1978, between Diamond Shamrock Corporation and S.M.C., Inc.
151. Transfer of Copyright, dated March 20, 1978, between Mr. Russell Smith, Diamond Shamrock Corporation and The Wire Association International, Inc.
152. Sales/Patent Assignment, dated July 1, 1985, between Diamond Shamrock Chemicals Company and Sun Chemical Corporation
153. Trademark Licensing Agreement, dated November 8, 1963, as amended, between Nopco Chemical Company and Tarochem Limited

154. License Agreement, dated March 16, 1985, between Thermo Electron Corporation and Particle Technology Incorporated
155. License Agreement, dated August 31, 1970, between Diamond Shamrock Corporation and Thiokol Chemical Corporation
156. License, dated June 7, 1983, between Diamond Shamrock Corporation and U.S. Department of the Navy
157. Patent Indemnification Agreement, dated November 28, 1984, between Diamond Shamrock Chemicals Company and The Western Company of North America
158. License Agreement, dated September 1, 1972, between Diamond Shamrock Corporation and Witco Chemical Corporation
159. Purchase and Sale Agreement, dated March 31, 1986, between Diamond Shamrock Scandinavia A/S and Economics Laboratory, Inc.
160. License Agreement, dated March 31, 1986, between Diamond Shamrock Scandinavia A/S and Economics Laboratory, Inc.
161. Agreement and Covenant Not-to-Compete, dated March 31, 1986, between Diamond Shamrock Scandinavia A/S and Economics Laboratory, Inc.
162. Assignment of Patent Rights, dated April 2, 1986, between Diamond Shamrock Scandinavia A/S and Economics Laboratory, Inc.
163. License Agreement, dated March 31, 1986, between Diamond Shamrock Scandinavia A/S and Economics Laboratory, Inc.
164. License Agreement, dated March 31, 1986, between Diamond Shamrock Scandinavia A/S and Economics Laboratory, Inc.
165. Diamond Shamrock Process Chemicals, Ltd. and Courtland Research

- [9.1.37] 166. Agreement, dated May 25, 1981, amending the License Agreement dated March 15, 1972, between Diamond Shamrock Corporation and Dynamit Nobel AG
- [9.1.37] 167. Agreement, dated May 25, 1981, amending the License Agreement, dated March 15, 1972, between Diamond Shamrock Corporation and Dynamit Nobel AG
- [9.1.37] 168. License Agreement, dated March 15, 1972, between Diamond Shamrock Corporation and Dynamit Nobel A.G.
- [9.1.38] 169. Amendment, dated August 24, 1973, to the License Agreement dated March 15, 1972, between Diamond Shamrock Corporation and Dynamit Nobel A.G.
- [9.1.60] 170. Supplement to Oxyhydrochlorination Agreement, dated January 23, 1976, between Diamond Shamrock Corporation and The B.F. Goodrich Company
- [9.1.60] 171. Supplement to Oxyhydrochlorination Agreement, dated April 28, 1976, between Diamond Shamrock Corporation and B.F. Goodrich Chemical Company
- [9.1.60] 172. Agreement Regarding Catoxid Process and Other Technology, dated January 23, 1976, between Diamond Shamrock Chemical Company and The B.F. Goodrich Company
- [9.1.71] 173. Letter Agreement, dated January 23, 1976, between Diamond Shamrock Chemical Company and ICI Australia Limited
- [9.1.71] 174. License Agreement, dated February 20, 1976, between Diamond Shamrock Corporation and ICI Australia Limited
- [9.1.72] 175. Trademark License, effective June 1, 1972, between Diamond Shamrock Corporation and IMASA S.A.
- [9.1.81] 176. Letter Agreement, dated April 16, 1969, between Diamond Shamrock Corporation and International Paper Company

- [9.1.82] 177. Agreement, dated December 22, 1972, between Diamond Shamrock Corporation and Japan Finishing Co., Ltd.
- [9.1.82] 178. Trademark License, dated December 22, 1972, between Diamond Shamrock Corporation and Japan Metal Finishing Co., Ltd.
- [9.1.82] 179. Letter Agreement, dated August 14, 1969, amending the License Agreement, dated May 7, 1968 between Diamond Shamrock Corporation and Japan Metal Finishing Co.
- [9.1.82] 180. License Agreement, dated May 7, 1968, between Diamond Shamrock Corporation and Japan Metal Finishing Co., Ltd.
- [9.1.82] 181. Trademark License, dated May 7, 1968, between Diamond Shamrock Corporation and Japan Metal Finishing Co., Ltd.
- [9.1.100] 182. Technical Services Agreement, dated January 1, 1982, between Diamond Shamrock Corporation and Davy McKee Corporation
- [9.1.104] 183. Joint Development Agreement, dated December 30, 1982, between Diamond Shamrock Corporation and Millipore Corporation
- [9.1.110] 184. License Agreement, dated July 24, 1973, between Diamond Shamrock Corporation and Oriental Diamond Company, Ltd.
- [9.1.113] 185. Agreement, dated March 20, 1975, between Diamond Shamrock Corporation and Pennwalt Corporation
- [9.1.114] 186. License Agreement, dated January 18, 1973, between Diamond Shamrock Corporation and Pennwalt Corporation; and related option agreement
- [9.1.116] 187. Agreement, dated January 6, 1977, between Diamond Shamrock Corporation and Pfizer Inc.
- [9.1.118] 188. Agreement, dated October 25, 1978, between Diamond Shamrock Corporation and Progressive Research Products, Inc. (Royalty based on sales)

- [9.1.118] 189. Amendment, dated July 20, 1978, to the Agreement dated October 25, 1978, between Diamond Shamrock Corporation and Progressive Research Products, Inc.
- [9.1.134] 190. License Agreement, dated July 1, 1977, between Diamond Shamrock Corporation and Societe Sedema S.A.
- [9.1.135] 191. Software License Agreement, dated January 1, 1980, between Diamond Shamrock Corporation and Software House
- [9.1.137] 192. Disclosure and License Agreement, dated October 8, 1976, between Diamond Shamrock Corporation and Stauffer Chemical Company
- [9.1.144] 193. Memorandum of Agreement, dated August 3, 1984, between Diamond Shamrock Chemicals Company and The Texas Agricultural Experiment Station
- [9.1.163] 194. Engineering Contractor/Technology Service Agreement, dated February 5, 1981, between Diamond Shamrock Corporation and Zimmer A.G.
- [9.1.700] 195. Sales Agency Agreement, dated December 1, 1985, between Diamond Shamrock Chemicals Company and AGF InterAmerica, Ltda.
- [9.1.802] 196. Mutual Assistance Agreement, dated June 11, 1982, among Chemnor, S.A., Diamond Shamrock Corporation, Eltech Systems Corporation, Etruria Trust Corporation and Nora International Corporation
- [9.1.1315] 197. Sales Agreement, dated August 17, 1977, as amended, between Diamond Shamrock Corporation and The B.F. Goodrich Company
- [9.1.1555] 198. Agreement, dated December 1, 1979, between Diamond Shamrock Corporation and Monsanto Company
- [9.1.1556] 199. License Agreement, dated July 18, 1984, between Diamond Shamrock Chemicals Company and OLI Systems, Inc.

- [3.2.17(2)] 200. Agreement, dated September 1, 1982, as amended, between Diamond Shamrock Corporation and Brian Carr
- [3.3.3] 201. Saeriavtalefor Diamond Shamrock Scandinavia A/S, dated June 12, 1985, between Diamond Shamrock Scandinavia A/S and De Ansatte I Produksten
202. Letter Agreement, dated February 28, 1977 between Akzo Zovt Chemie Nederland B.V. and Diamond Shamrock Corporation
203. Agreement, dated July 1, 1983, between Diamond Shamrock Corporation and American Colloid Company (Royalty based on use and sales)
204. License Agreement, dated August 1, 1977, between Applifarm S.A. and Diamond Shamrock Corporation (Royalty based on sales)
205. Letter Agreement, dated March 18, 1974, between Clinton Corn Processing Company and Diamond Shamrock Corporation
206. General Exchange, Assignment and Conveyance and Instrument of Assumption, dated December 10, 1980, between Diamond Shamrock Corporation and Diamond Shamrock Plastics Corporation
207. Agreement dated March 1, 1977 between Diamond Shamrock Corporation and Diamond Shamrock Chemicals, Ltd. (Royalty based on sales)
208. License Agreement (Shared Intangible Assets) dated March 31, 1986 between Economics Laboratory and Diamond Shamrock Scandinavia
209. License Agreement (EDC-1 Rights) dated March 31, 1986 between Economics Laboratory and Diamond Shamrock Scandinavia
210. License Agreement (Shared Patent Property) dated March 31, 1986 between Economics Laboratory and Diamond Shamrock Scandinavia

211. License Agreement, dated April 24, 1979, between Diamond Shamrock Corporation and Electrochemical Industries (Frutarom) Ltd.
212. License Agreement, dated May 23, 1979, between Diamond Shamrock Corporation and Electrochemical Industries (Frutarom) Ltd.
213. Letter Agreement dated April 23, 1986 between Exxon Chemical Company and Diamond Shamrock Process Chemicals, Ltd.
214. Testing Agreement, dated August 5, 1982, between Fujisawa Pharmaceutical Co., Ltd. and Diamond Shamrock Corporation
215. Exclusive License Agreement, dated October 4, 1974, between Merzt Co. KG Chemische Fabrik and MDS Health Group Limited
216. Sub-license and Option Agreement, dated December 5, 1974, between Diamond Shamrock Corporation, MDS Health Group Limited and Merz & Co. KG Chemische Fabrik (Requires annual payments)
217. Exclusive Option and License Agreement, dated October 4, 1974, between Merz & Co. KG Chemische Fabrik and MDS Health Group Limited
218. Testing Agreement, dated November 5, 1980, between Diamond Shamrock Corporation and Milliken
219. License Agreement, dated November 21, 1979, between Diamond Shamrock Corporation and Montedison S.p.A.
220. License Agreement dated November 21, 1979 between Diamond Shamrock Corporation and Montedisan S.p.A.
221. Process Computer Technology Agreement, dated October 28, 1980, between Diamond Shamrock Corporation and Montedison S.p.A.

222. Agreement for Provision of Service dated April 1, 1986 between Ricerca, Inc. and Diamond Shamrock Chemical Corporation (Service fees owed based on use)
223. License Agreement, dated July 22, 1976, between Societe Rhone-Poulenc Industries and Diamond Shamrock Corporation (Royalty based on sales)
224. License Agreement, dated October 1, 1976 between Tenneco Chemicals, Inc. and Diamond Shamrock Corporation (Royalty based on sales)
225. License Agreement dated February 22, 1980 between Sanyo Chemical Industries, Ltd. and Diamond Shamrock (Australia) Pty. Ltd. (Royalty based on sales)
226. Agreement Compositions dated December 25, 1978 between K.K. Nippon Dacro Shamrock and Diamond Shamrock (Australia) Pty. Ltd. (Royalty based on sales)
227. Technical Assistance Agreement dated December 1, 1977 between Diamond Shamrock Corporation and Sanyo Chemicals Industries, Ltd. (Royalty based on sales)
228. Investigational Use Agreement, dated December 25, 1979, between Diamond Shamrock Corporation and Dr. Ibrahim R. Shimi
229. License Agreement, dated October 1, 1976, between Diamond Shamrock Corporation and Tenneco Chemicals, Inc.
230. Letter Agreement dated January 14, 1985 between Diamond Shamrock Chemical Corporation and 3-M
231. Letter Agreement dated May 22, 1986 between Diamond Shamrock Chemical Corporation and 3-M
232. License Agreement dated March 31, 1982 between Diamond Shamrock Corporation and Diamond Shamrock (Australia) Pty. Ltd.

- 233. Agreement (Trademark) dated September 10, 1984 between Eltech Systems Corporation and Diamond Shamrock (Australia) Pty. Ltd. Expires September 10, 1986 (Royalty based on sales)
- 234. Agreement dated October 2, 1961 between Diamond Alkali Company and Patek & Co.
- 235. Sublicense Agreement dated December 21, 1982 between Diamond Shamrock (Australia) Pty. Ltd. and J.R. Courtenary Ltd.
- 236. Distributor Agreement dated September 1, 1983 between Diamond Shamrock (Australia) Pty. Ltd. and Robert Mayston, Marjorie Mayston, Robert William Mayston and Margaret Mayston
- 237. License and Technical Assistance Agreement dated July 1, 1971 between Diamond Shamrock Corporation and NOPCO Colombia, S.A.
- 238. License and Technical Assistance Agreement dated July 1, 1969 between NOPCO Chimie, S.A. and NOPCO Colombia, S.A.
- 239. Contract for Licensing and Technical Assistance dated July 1, 1971 between Diamond Shamrock Corporation and NOPCO Colombiana, S.A.
- 240. Agreement (Trademark) dated October 1, 1963 between NOPCO Chemical Company and NOPCO Munzing G.m.b.H
- 241. Pre-Right Declaration dated December 8, 1971 between Diamond Shamrock Corporation and Farbenwerke Hoechrt Aktiengesellschaft
- 242. Agreement (Pre-License) dated April 10, 1986 between Diamond Shamrock Chemicals Company and Dr. Kaoru Harada (Possibility of Royalties)
- [Misc. #5] 243. License Agreement, dated August 31, 1970, between Diamond Shamrock Corporation and Thiokol Chemical Corporation whereby Diamond grants certain Licenses to Thiokol

- [Misc. #7] 244. License and Technical Assistance Agreement, dated January 1, 1986, between Diamond Shamrock Chemical Company and Diamond Shamrock Italia S.p.A.
- [Misc. #9] 245. License Agreement dated May 23, 1986 between Diamond Shamrock Chemicals Company and Lankro Chemicals Limited
- [Misc. #11] 246. Assignment, undated, between Nopco Chimie S.A. and Diamond Shamrock Corporation whereby Nopco assigns to Diamond all of its interest in and to a License and technical Assistance Agreement, dated January 1, 1969, between Nopco and Oriental Industries, Inc.
- [Misc. #13] 247. Trademark Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and Diamond Shamrock Italia S.p.A.
- [Misc. #29] 248. COHESS License Agreement, dated February 7, 1985, between Diamond Shamrock Corporation and Environmental Health Associates, Inc.
- [Misc. #30] 249. COHESS License Agreement, dated April 14, 1986, between Diamond Shamrock Corporation and IT Corporation, whereby Diamond grants to IT a limited nonexclusive and nontransferable license
- [Misc. #38] 250. Contract for Licensing and Technical Assistance effective from July 1, 1971 between Diamond Shamrock Corporation and Nopco Colombiana, S.A.
- [Misc. #40] 251. Trademark License Agreement, dated as of July 1, 1969, between Diamond Shamrock Corporation and Nopco Colombiana, S.A.
- [Misc. #43] 252. Agreement dated March 20, 1978 between Diamond Shamrock Corporation and Diamond Shamrock S.p.A. (f/k/a Nopco Italiana S.p.A.)

- [Misc. #44] 253. Distributor and Sales Agency Agreement dated January 1, 1986 between Diamond Shamrock Chemicals Company and Diamond Shamrock Italia S.p.A. including grants of patents and licenses [Notice of change of control to be given with option to terminate]
- [Misc. #45] 254. Trademark Agreement dated January 1, 1986 between Diamond Shamrock Chemicals Company and Diamond Shamrock Italia S.p.A.
- [Misc. #46] 255. License and Technical Assistance Agreement dated January 1, 1986 between Diamond Shamrock Chemicals Company and Diamond Shamrock Italia S.p.A. and associated documents
- [Misc. #51a] 256. Trademark License Agreement, dated October 1, 1960, as amended, between Nopco Chemical Company and Nopco Industrial S.A.
- [Misc. #52] 257. Authorization Agreement, dated April 16, 1973, between Nopco Industrial, S.A. de C.V. and Christianson, S.A. de C.V.
- [Misc. #53] 258. Technical Assistance Agreement, dated January 1, 1971, between Diamond Shamrock Corporation and Christianson, S.A. de C.V.
- [Misc. #54] 259. Trademark License Agreement, dated January 1, 1971, between Diamond Shamrock Corporation and Christianson, S.A. de C.V.
- [Misc. #61] 260. Trademark Agreement, dated January 1, 1986, between Diamond Shamrock Chemicals Company and San Nopco Limited
- [Misc. #62] 261. Sales Representative's Agreement, dated November 1, 1973, between San Nopco Limited and Sam Mi Commercial Company
- [Misc. #70] 262. Letter of Understanding, dated October 1, 1984, between Diamond Shamrock Chemicals Company, Sanyo Chemicals Industries, Ltd. and San Nopco Ltd.

- [Misc. #71] 263. Trademark Agreement dated as of August 1, 1986 between Diamond Shamrock Chemicals Company and San Nopco Limited [Unexecuted]
- [Misc. #98] 264. Agreement, dated May 23, 1986, between Lankro Chemicals Limited and Diamond Shamrock Far East Limited
- [Misc. #98a] 265. Service Agreement dated December 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock Far East Limited
- [Misc. #99] 266. Distributor and Sales Agency Agreement, dated December 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock Far East Limited
- [Misc. #100] 267. Distributor and Sales Agency Agreement, dated December 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock Far East Limited
- [Misc. #101] 268. Distributor and Sales Agency Agreement, dated December 1, 1985, between Diamond Shamrock Chemicals and Diamond Shamrock Far East Limited
- [Misc. #108] 269. Distributor and Sales Agency Agreement, dated December 1, 1985, between Diamond Shamrock Chemicals Company and the Japan branch of Diamond Shamrock Pacific Ltd.
- [Misc. #122a] 270. Agreement dated October 1, 1979 between Diamond Shamrock Corporation and Diamond Shamrock Trading Corporation
- [Misc. #123] 271. Sales Agency Agreement, dated March 9, 1982, between Diamond Shamrock China Limited and National Automatic Tool Company, Inc.
- [Misc. #154] 271. License Agreement, dated January 1, 1963, between Nopco Chimie S.A. and Nopco Hess Ltd.
- [Misc. #156] 272. License & Technical Assistance Agreement, not dated, between Diamond Shamrock Chimie, S.A., and Especialidades y Tensioactivos, S.A.

- [Misc. #160] 273. License and Service Agreement, dated July 29, 1958, between Nopco Chemical Company and Nopco Chimie S.A. (with schedules)
- [Misc. #162] 274. License and Technical Assistance Agreement, dated December 17, 1978, between Diamond Shamrock Corporation and Korea Potassium Chemical Co., Ltd.
- [Misc. #164] 275. Undertaking, dated June 3, 1980, from Diamond Shamrock Corporation to China National Metals & Minerals, Import & Export Corporation
- [Misc. #165] 276. Undertaking, dated January 23, 1979, from Diamond Shamrock Corporation to Pharmaceutical Laboratories
- [Misc. #166] 277. Letter Agreement, dated July 24, 1986, between Diamond Shamrock Chemicals Company - Process Chemicals Division and American Cyanamid Company
- [Misc. #167] 278. Undertaking, dated September 7, 1978, from Diamond Shamrock Corporation to Roussel-Uclaf S.A.
- [Misc. #168] 279. Contract de License de Marques de Fabriqui, dated May 14, 1975, between Diamond Shamrock France S.A. and Especialidades y Tensioactivoi, S.A. (Eytesa)
- [Misc. #169] 280. Technical Information and Assistance Agreement, dated 1977, between Diamond Shamrock Corporation and Diamond Shamrock France S.A.
- [Misc. #170] 281. Agreement, dated February 4, 1980, between Diamond Shamrock Corporation and Damialt AG, and English translation
- [Misc. #171] 282. Counterdeclaration, dated September 6, 1976, between Diamond Shamrock Corporation and AB Perplex
- [Misc. #172] 283. Verpflichtungs - und Vorrechtserklärung, dated July 5, 1983

- [Misc. #173] 284. Trademark Agreement, dated December 3, 1981, between American Grease Stick Company and Diamond Shamrock Corporation
- [Misc. #174] 285. Trademark Agreement, dated April 10, 1967, between Diamond Alkali Company and Bristol-Myers Company
- [Misc. #175] 286. Letter Agreement, dated May 2, 1961, between Diamond Alkali Company and Dearborn Chemical Company.
- [Misc. #176] 287. Agreement, dated January 20, 1976, between Diamond Shamrock Corporation and Opticians Association of America
- [Misc. #177] 288. Letter Agreement, dated May 23, 1986, between Diamond Shamrock Europe Limited and Chiocerite Limited
- [Misc. #178] 289. License Agreement Re HRC, dated as of March 1, 1973, between B. F. Goodrich Chemical Company and Diamond Shamrock Chemical Company
- [Misc. #179] 290. License Agreement, dated September 5, 1985, between Diamond Shamrock Chemicals Company and Environmental Research & Technology, Inc.
- [Misc. #180] 291. License Agreement, dated May 9, 1986, between Diamond Shamrock Chemicals Company and Environmental Research & Technology, Inc.
- [Misc. #181] 292. Agreement, dated October 4, 1976, between B. F. Goodrich Chemical Company and Diamond Shamrock Corporation with Letter Agreement amendment
- [Misc. #182] 293. Know-How and Technical Assistance Agreement, dated June 20, 1978, between Diamond Shamrock Corporation and Chlorine Engineers Corporation, with First Amendment to Agreement

- [Misc. #183] 294. Manufacturing Agreement, dated August 7, 1981, between Diamond Shamrock (Australia) Pty. Ltd. and Hunter's Products Pty. Ltd.
- [Misc. #184] 295. Preliminary License of Technology, dated November 4, 1976, between Diamond Shamrock France and Diamond Shamrock Corporation
- [Misc. #185] 296. Agreement relating to U. K. Patent Application No. 80.07176 (Publication No. 2046778), dated April 18, 1983, between Ciba-Geigy AG and Diamond Shamrock Europe Limited
- [Misc. #186] 297. License Agreement dated January 12, 1983 between Eltech Systems Corporation and Diamond Shamrock Corporation.
- [Misc. #187] 298. Agreement dated October 11, 1977 between Diamond Shamrock Corporation and Sybron Corporation.
- [Misc. #188] 299. Letter License Agreement dated May 12, 1983 between Akzo Zout Chemie Nederland B.V. and Diamond Shamrock Corporation.
- [Misc. #189] 300. Manufacturing Agreement dated September 18, 1981 between Diamond Shamrock (Australia) Pty. Limited and Agchem Pty. Ltd.
- [Misc. #190] 301. Secrecy Agreement dated October 4, 1978 between Diamond Shamrock Corporation and White Chemical Corporation.
- [Misc. #191] 302. Agreement, dated July 2, 1979, between Diamond Shamrock (Australia) Pty. Limited and Taubmans Proprietary Limited.
- [Misc. #192] 303. Manufacturing Agreement, dated October 22, 1979, between Diamond Shamrock (Australia) Pty. Limited and Berger Paints (Australia) Pty. Limited (as amended).
- [Misc. #193] 304. Agreement, dated September 6, 1977, as amended, between Diamond Shamrock Corporation and Zimmer A.G.

- [Misc. #220] 305. Trademark Agreement, dated April 1, 1986, between Diamond Shamrock Chemicals Company and Andesud, S. A.
- [Misc. #221] 306. Non-Disclosure Agreement, dated October 22, 1982, between American Colloid and Diamond Shamrock Corporation.
- [Misc. #222] 307. Letter Agreement, dated March 5, 1986, between Diamond Shamrock Chemical Company and American Cyanamid Company.
- [Misc. #223] 308. Confidential Disclosure Agreement, dated August __, 1985, between Elmendorf Research, Inc. and Diamond Shamrock Chemicals Company.
- [Misc. #224] 309. Secrecy Agreement, dated January 1983, between Foseco, Inc. and Diamond Shamrock Corporation
- [Misc. #225] 310. Secrecy Agreement, dated Aug. 31, 1983, between Diamond Shamrock Corporation and Glassper Associates.
- [Misc. #226] 311. Letter Disclosure Agreement, dated March 23, 1984, between Halliburton Services and Diamond Shamrock Chemicals Company.
- [Misc. #227] 312. Standard Nondisclosure Agreement, dated May 14, 1984, between The Korex Company and Diamond Shamrock.
- [Misc. #228] 313. Agreement to Receive Confidential Littlefuse Information, not dated, between Littlefuse, Inc. and Diamond Shamrock.
- [Misc. #229] 314. Proprietary Information Agreement, dated February 26, 1986, between Diamond Shamrock Chemicals Company and Sievco.
- [Misc. #230] 315. Secrecy Agreement, dated December 2, 1982, between Diamond Shamrock Corporation and Silicon Technology.
- [Misc. #231] 316. Nondisclosure Agreement, dated August 11, 1986, between Colin A. Houston & Associates Inc. and Diamond Shamrock Chemicals Company.

- [Misc. #232] 317. Confidentiality letter, dated June 18, 1986, between Hughes Drilling Fluids and Diamond Shamrock Chemicals Company.
- [Misc. #233] 319. Agreement, dated as of March 31, 1986, as amended between Economics Laboratory, Inc. and Diamond Shamrock Chemicals Company, with Exhibits.
- [Misc. #243] 320. Letter dated May 23, 1986 from Lankro Chemicals Limited to Diamond Shamrock Chemicals Company.
- [Misc. #244] 321. Letter dated May 23, 1986 from Diamond Shamrock Chemicals Company to Lankro Chemicals Limited.
- [Misc. #245] 322. Letter dated May 23, 1986 from Lankro Chemicals Limited to Diamond Shamrock Chemicals Company.
- [Misc. #246] 323. Letter dated May 23, 1986 from Diamond Shamrock Chemicals Company to Lankro Chemicals Limited.
- [Misc. #247] 324. Distributor and Sales Agency Agreement, undated, between Diamond Shamrock Chemicals Company and Diamond Shamrock Energy Services [Pending]
- [Misc. #248] 325. Heads of Agreement, dated as of January 2, 1986 between Diamond Shamrock Chemicals Company and Economics Laboratory, Inc.
- [Misc. #257] 326. EDC Technology License, dated November 27, 1985, between The B.F. Goodrich Company and Diamond Shamrock Chemicals Company
- [Misc. #258] 327. License Agreement, dated November 27, 1985, between The B.F. Goodrich Company and Diamond Shamrock Chemicals Company
328. Trademark License Agreement, dated November 15, 1984, between Diamond Shamrock Chemicals Company and INTEQUIM
329. License and Technical Assistance Agreement, dated November 15, 1984, between Diamond Shamrock Chemicals Company and INTEQUIM


330. Sales Agency Agreement, dated May 1, 1986, between Diamond Shamrock Chemicals Company and Heriberto Cisneros Paz
331. License Agreement, dated January 24, 1985, between Diamond Shamrock Chemicals Company and American Petrofina of Texas
332. License and Technical Assistance Agreement, dated April 1, 1986, between Diamond Shamrock Chemicals Company and Andesud S.A.
333. Trademark Agreement, dated April 1, 1986, between Diamond Shamrock Chemicals Company and Andesud S.A.
334. Agreement, dated January 1, 1980, but executed April 21, 1980, between Calgon Corporation and Diamond Shamrock Corporation [Royalty to be based on sales]
335. Agreement for Supply of Industrial Technology, dated February 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock do Brazilia E Comercio Ltda.
336. License and Technical Assistance Agreement, dated February 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock do Brazil Industria E Comercio Ltda.
337. Trademark License Agreement, dated February 1, 1985, between Diamond Shamrock Chemicals Company and Diamond Shamrock do Brazil Industria E Comercio Ltda.
338. Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and The B.F. Goodrich Company
339. EDC Technology License Agreement, dated November 27, 1985, between Diamond Shamrock Chemicals Company and The B.F. Goodrich Company

340. License and Technical Assistance Agreement, dated November 15, 1984, executed November 27, 1985, between Diamond Shamrock Chemicals Company and Ca Quimica Integrada 'Intequim'
341. Trademark Agreement, dated July 9, 1986, between Diamond Shamrock Chemicals Company and Organik Kimya, Sanayi ve Ticharet A.S.
342. License Agreement, dated May 23, 1986, between Diamond Shamrock Chemicals Company and Lankro Chemicals Ltd.
343. License and Technical Assistance Agreement, dated March 11, 1986, between Diamond Shamrock Chemicals Company and Quimasoc Cia. Ltda
344. License Agreement, dated March 27, 1986, between Diamond Shamrock Chemicals Company and Standard Chlorine of Delaware, Inc.

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INDUSTRIAL CHEM - TRADEMARKS



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OCCNJ 0000931

MISCELLANEOUS TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Case no.</u>	<u>Mult. File</u>	<u>Reg. No.</u>	<u>Serial No.</u>
BLACK LEAF	Canada	B00510	02	61/14946	---
Goods: Tobacco extracts.					
	New Zealand	B00510	01	14098	14098
Goods: Nicotine solutions and other tobacco extracts, and other insecticides for animals and plants.					
BLACK LEAF/LEAF DESIGN/DIAMOND DESIGN	Canada	B00622	01	107739	237541
Goods: Pesticides, namely insecticides, weedicides, rodenticides, fungicides, algacides, parasiticides, nematocides and ovicides for agricultural, horticultural, veterinary, poultry, household and sanitary uses.					
DELOZIN	Italy	D00078	02	223669	22006 C/67
Goods: Composition for the electrolytic polishing of zinc.					
DEXAPAN	U.S.A.	D01026	01	1220529	308790
Goods: Calcium pantothenate for the fortification of feeds.					
DURAMIR	New Zealand	D00105	01	79466	79466
Goods: Chemical products for use in the chromium plating of metals.					
DURAMIR BK	Italy	D00633	01	239993	23773 C/68
Goods: Chemicals used in the electrodisposition of chromium-containing coatings on metal substrates.					
VARIGLO	United Kingdom	V00828	01	B921604	921604
Goods: Floorings and floor materials, all consisting of or containing synthetic resins.					

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AUG 28, 1986

PLASTICS
AS OF SEPTEMBER 1, 1936

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
DACOVIN	CANA	T000067	01	138273	282078
	FINL	T000067	01	70120	1596774
	FRAN	T000067	01	1080510	284046
DIAMOND	CANA	T000092	01	184557	282079
	FRAN	T000092	01	1024640	243049
	GREC	T000092	01	37584	37584
	UGAN	T000092	01	9857	9857

OCC033636

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
CHLOROWAX	CANA	TC00035	01	155/39723	210631
	CHIN	TC00035	01	145538	
	FRAN	TC00035	01	1055650	284050
	JAPA	TC00035	01	468733	14104751
	USA	TC00035	01	535663	579021
CHLOROWAX LV	USA	TC00040	01	649938	003367
CHLOROWAX 40	USA	TC00036	01	649129	003365
CHLOROWAX 50	USA	TC00037	01	650734	003368
CHLOROWAX 70	USA	TC00038	01	649501	003364
CHLOROWAX 70-S	USA	TC00039	01	650322	003366
DELVET	USA	TD00079	01	814798	231067
INSERTAPROBE	USA	TI00147	01	774097	178788
M-CLENE D	CANA	TM00178	01	211898	382258
	CHRO	TM00178	01	93401	(66)05041
	DENM	TM00178	01	2282-1975	4735774
	FINL	TM00178	01	70736	5017774
	ITAL	TM00178	01	312616	35334 C/74
	JAPA	TM00178	01	1609744	105368775
	PORT	TM00178	01	188546	188546
	SPAI	TM00178	01	771701	771701
	USA	TM00178	01	968854	430130
	USA	TM00178	02	1039478	62143
M-CLENE D IN KATAKANA	JAPA	TM00752	01	1745695	796961/1977
M-CLENE S	USA	TM00945	01	1169780	252210
PERCLENE	USA	TP00285	01	339405	378742
		TP00285	02	541707	571014
PERCLENE TG	USA	TP00961	01	1168838	271126
THE COOL ONE (WITHIN QUOTES)	USA	TT00353	01	970380	438359
TRICLENE	USA	TT00358	01	294535	321122
		TT00358	02	527810	571015

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AUG 28, 1986

INDUSTRIAL CHEM - TEXTILE CARE
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
A-43	CANA	TA00001	01	206077	374242
	USA	TA00001	01	744967	121083
ALKABRITE	USA	TA01133	01	1212033	244748
ALKADET	USA	TA01167	01	722688	113534
ALKASOHP (BAR OVER OH)	USA	TA01169	01	757035	143975
AQUID	CANA	TA00014	01	204320	374248
	USA	TA00014	02	822127	251036
BAC-STAT 250	USA	TB01110	01	1269567	346814
BAC-STAT 400	USA	TB00132	01	1015595	18546
BOMBER	USA	TB00022	01	507078	561891
BRAWN	USA	TB01157	01	1059690	454142
CARBO-BRITE	CANA	TC00029	01	204438	374254
	USA	TC00029	01	840720	277001
CARCO PRODUCTS	USA	TC00031	01	510719	552221
CIRCLE	USA	TC01170	01	783472	191711
CLIPPER CLEANER	CANA	TC00046	02	205389	374704
	USA	TC00046	01	930157	391482
CLIPPER FOAM	CANA	TC00047	01	205390	374705
	USA	TC00047	01	930653	391483
DACOTEX	USA	TD00065	01	823058	246736
		TD00065	03	907388	348727
DACOTEX FRESH 'N CLEAN	USA	TD00066	01	907684	338841
DI-AQUA	USA	TD00094A	01	1063670	82985
DREADNAUGHT	USA	TD00102	01	506585	561893
DYNALITE	CANA	TD00110	01	204321	374249
	USA	TD00110	01	794585	203653
ECONO-SOUR	CANA	TE00111	01	205385	374255
	USA	TE00111	01	415960	480169
ENDURANCE	USA	TE01174	01	1269583	412471
ENDURANCE PLUS	USA	TE01143	01	1253523	376750
ENDURE	USA	TE01111	01	1265477	347308

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TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
ENERDET	USA	TE01135	01	1085848	134375
EXCHLOR	USA	TE00115	01	843512	273833
FABRI-STAPH	USA	TF01168	01	737391	128176
FABRICON	USA	TF01159	01	732619	121488
FLUORIUM	USA	TF01161	01	515188	563597
FOREL	USA	TF01163	01	597470	659453
H.M.S. BREAKER	USA	TH01149	01	1253527	378857
H.M.S. CLIPPER	USA	TH01147	01	1259042	378858
H.M.S. CUTTER	USA	TH01148	01	1279475	378859
H.M.S. DREADNAUGHT	USA	TH01177	01	1281177	423823
H.M.S. RIGGER	USA	TH01145	01	1257313	378860
H.M.S. SCHOONER	USA	TH01146	01	1259043	378861
HARDNOX ALKALI	USA	TH00133	01	525011	561894
HI-BUILT	USA	TH01136	01	1125117	184332
HI-LITE	USA	TH00136	01	773043	177502
HI-RATIO SILICATE	USA	TH00138	01	627142	667387
HITEST ALKALI	USA	TH00137	01	525012	561896
HW SOAKER ALKALI	USA	TH00140	01	523866	561897
HYCON	USA	TH01164	01	645604	15008
ILF	USA	TI00598	01	935866	367767
INDACO	CANA	TI00146	01	204322	374250
	USA	TI00146	01	880722	311323
		TI00146	02	1039962	38847
INJECTION	USA	TI00987	01	1244058	287076
ISP	USA	TI01137	01	1045712	66649
		TI01137	02	1114397	177829
KIN-KLOR	USA	TK00153	01	920497	376112
KINDET	USA	TK00748	01	1092073	146917

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TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
KINLUBE	CANA	TK00154	01	206078	374256
	USA	TK00154	01	844359	280839
KINSOFT	CANA	TK00155	01	204319	374245
	USA	TK00155	01	851269	288465
KINSTARCH	CANA	TK00156	01	204323	374251
	USA	TK00156	01	391161	335402
LINDALITE	USA	TL00163	01	1010240	19505
LTD	USA	TL00937	01	1154435	234073
LTD PLUS	USA	TL01129	01	1247509	362844
LYDET	USA	TL01165	01	654551	23974
MAXI-DET	CANA	TM00177	01	204439	374257
	USA	TM00177	01	917831	376113
MAXI-DET 68	USA	TM01183	01	1290653	439055
MILANUL	USA	TM01138	01	994229	1978
MINISUDZ	USA	TM01166	01	654552	23975
NOVALIN	CANA	TM00275	01	205972	374246
	USA	TM00275	01	831606	263990
OPTIMUM-PH	USA	TO01262	01		579508
ORTHOBRITE	CANA	TO00280	01	204437	374252
	USA	TO00280	01	687357	64699
ORTHODET	CANA	TO00281	01	204440	374258
	USA	TO00281	01	886868	330050
PARALATE	USA	TP00284	01	411282	673806
PETROCLEAN	USA	TP00287	01	932376	393248
PRODET	USA	TP00296	01	918703	378801
PURPLE FORMULA	USA	TP00300	01	835346	262094
QUDET	USA	TQ01140	01	1023051	45679
QUELL	USA	TQ01154	01	814241	191710
QUIX	USA	TQ00517A	01	920485	362974
RADICATE	USA	TR01178	01	1260725	308850

OCC033640

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
REJUVENATE	USA	TR00900	01	1158696	215191
REJUVENATE PLUS	USA	TR00899	01	1158697	215192
RINSPEED	USA	TR01155	02	577961	631646
ROYAL BLEND	USA	TR00401	01	1040817	51766
ROYAL BLUE	USA	TR00304	01	839410	255985
ROYAL RINSE	USA	TR00403	01	1318846	482319
ROYAL SIZING STRIPPER	USA	TR01217	01	1366193	482320
SAFE-DRY BLEACH	USA	TS00305	01	715575	48639
		TS00305	02	887716	315318
	USMO	TS00305	01	7815244	N/A
SAFETY-LINEN SOUR	USA	TS00306	01	576212	607740
SAYFBRITE	USA	TS01139	01	897655	353961
SEPTO-SOUR	CANA	TS00310	01	205384	374253
	USA	TS00310	01	415962	480172
SURE-FLUO	USA	TS00407	01	1038382	59891
TEX SPECIAL	USA	TT00410	01	1039466	49034
TEX STAT	USA	TT00922	01	1137195	209754
TEX-FLUFF	USA	TT00351	01	727623	103460
TRI-LIQUI SOUR	USA	TT01131	01	1247511	367171
ULTRA BLUE	USA	TU01141	01	936895	362970
ULTRA GLIDE	USA	TU01142	01	1086213	134374
ULTRA-LITE	USA	TU01162	01	593478	652239
VINYLIN	USA	TV00409	01	1058842	61082
WONDACO	CANA	TW00385	01	204441	374259
	USA	TW00385	01	838538	273228
XCEL	USA	TX00915	01	1140196	220370
XPAL	USA	TX00991	01	1232434	291540
TD CL	USA	TT01144	01	918361	362972

OCC03641

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	SERIAL NUMBER
ASORB - OPPOSH BY DSCC IN USA	USA	T*01254	01		497948
CARBIUM	USA	TC00027	01	665258	39455
DACOTHERM	CANA	TD00761	01	256519	453083
	ITAL	TD00761	01		34598 C/83
	UNKG	TD00761	01	1192360	1192360
	USA	TD00761	01	1108001	159366
DACOTHERM W/ KATAKANA	JAPA	TD01259	01		52517/1985
		TD01259	02		124553/1983
DESIGN (HORIZONTAL DIAMOND)	CANA	TD00082	01	259/55753	
DI-AQUA	USA	TD00094	01	549472	580828
DIAMOND	CANA	TD00092A	01	259/55635	
FREE-FLO	USA	TF00124	01	573367	605512
HAZORB	BELX	TH00901	01	390679	658404
	CANA	TH00901	01	250757	452063
	FRAN	TH00901	01	1238494	667461
	GERW	TH00901	01	1057249	038646/1W2
	ITAL	TH00901	01		34599 C/83
	SPAI	TH00901	01	1039831	1039831
	UNKG	TH00901	01	1192359	1192359
	USA	TH00901	01	1143078	213929
HAZORB W/ KATAKANA	JAPA	TH01258	02	1859219	124552/1983
		TH01258	03		84799/1984
KALITE	CANA	TK00150	01	44/11792	174739
	USA	TK00150	01	520825	561898
MILLICAL	CANA	TM00193	01	146/37280	208157
	USA	TM00193	01	520444	561899
MULTIFEX	CANA	TM00637	01	146/37281	208158
MULTIFEX IOX	USA	TM00200	01	902854	359953
MULTIFEX SC	USA	TM00660	01	1049326	74025
MULTIFEX-MM	USA	TM00201	01	613348	679761
NON-FER-AL	CANA	TN00209	01	146/37282	208160
	USA	TN00209	01	513196	561901
SAFIRE	ITAL	TS00618	01	229225	23103 C/67
SUPERSILICATE	USA	TS00330	01	666731	13574

OCC033642

AUG 28, 1986

INDUSTRIAL CHEM - SODA PRODUCTS
AS OF SEPTEMBER 1, 1986

PAGE 2

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
SURFEX	ASTL	TS00600	01	A178080	178080
	CANA	TS00600	01	148/37833	208161
	NEZE	TS00600	01	72932	72932
SURFEX MM	USA	TS00332	01	613347	679760
SUSPENSO	CANA	TS00333	01	146/37379	208164
	USA	TS00333	01	522648	561904
UNIFLO	USA	TU00367	01	761540	166697
VERSILAD	USA	TY00372	01	658655	26787
VERSILAD	USA	TY00373	01	658656	26788
VERSILATE	USA	TY00374	01	658657	26789

OCC033643

OCCNJ 0000940

AUG 28, 1986

AG CHEMICALS
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
DACAGIN	ASTL	T000057	01	A210099	210099
	FRAN	T000057	01	1055655	284056
	INDI	T000057	01	243762	243762
	ISRA	T000057	01	27263	27263
	NEZE	T000057	01	84002	84002
	SABA	T000057	01		25628
	SARA	T000057	01	20881	20881
	SPAI	T000057	01	567918	567918
	USA	T000057	01	818129	244449
	FANEK	THAI	TF00977	01	81382
TRAILWAY -	USA	TY00362	01	854967	292843

OCC03644

OCCNJ 0000941

AUG 28, 1986

ANIMAL NUTRITION
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
U.N.F.-40	VIET	TU00366	01	18514	UNKNOWN

OCC033645

AUG 28 1986

AMPAC
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
AMPAC	ARGE	TA01002	01	1024846	1272355
		TA01002	02	1024847	1272356
		TA01002	03	1031182	1276067
	CHIL	TA01002	01	245607	85951
	CHRO	TA01002	01	6352	(70)8985
THE INTERNATIONAL SCENE AND	USA	TT00924	01	1149803	224737
WORLD MANAGEMENT TODAY	USA	TW00923	01	1180094	225166

OCC03646

OCCNJ 0000943

AUG 28, 1986

DEER PARK
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	SERIAL NUMBER
GULF CURRENTS	USA	TG00746	01	1107258	146348

OCC03647

OCCNJ 0000944

AUG 28, 1986

DIAMOND SHAMROCK AGROCHEMICALS
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
BH	CHIN	TB00928	01		
BURTEMUL	UNKG	TB00787	01	1037373	1037373
DREXINE	GERW	T000791	01		WITHDRAWN
FRIGIT	UNKG	TF01106	01		1166588

OCC03648

AUG 28, 1986

FOODS
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	SERIAL NUMBER
NOPCUP	USA	TN00695	01	1072817	106571

OCC033649

AUG 28, 1986

DUOLITE INTERNATIONAL S.A.
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	SERIAL NUMBER
D DESIGN (WITH PLUS AND MINUS)	ALGE	T000056	01	28276	17550
	CANA	T000056	01	121833	258900
	ITAL	T000056	01	275207	N/A
	SWIT	T000056	01	254503	4649
	UNKG	T000056	01	8767382	767382
	USA	T000056	01	520587	531017

OCC033650

AUG 28, 1986

DUOLITE INTERNATIONAL LIMITED
AS OF SEPTEMBER 1, 1986

PAGE 1.

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	SERIAL NUMBER
DECALSO	ARGE	T000721	02	953892	UNKNOWN
	ASTL	T000721	01	A102039	102039
	UNKG	T000721	01	1114794	1114794

OCC03651

AUG 28, 1986

COHESS
AS OF SEPTEMBER 1, 1986

PAGE 1

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER	
COHESS	BELX	TC00875	01	358727	629758	
	BRAZ	TC00875	01	007206747	23465/M-79	
		TC00875	02	007206755	23466/M-79	
		TC00875	03	007206763	23467/M-79	
	CANA	TC00875	01	278727	439624	
	DENM	TC00875	01	2843-1980	1806/79	
	FRAN	TC00875	01	1097106	516280	
	GERW	TC00875	01	1047666	D34197/41WZ	
	NORW	TC00875	01	106393	791245	
	SWED	TC00875	01	169743	79-2477	
	SWIT	TC00875	01	304634	4918	
		USA	TC00875	01	1154683	206650
			TC00875	02	1141307	210619
TC00875	03	1206532	212706			
COHESS W/ KATAKANA	JAPA	TC00993	01	1670963	95755/1980	
		TC00993	02	1624749	95756/1980	
DESIGN (OUTLINE)	USA	TD00882	01	1141308	210620	
PEOPLE, PLACES, THINGS, SYSTEM	USA	TD00881	01	1189951	210618	

OCC033652

OLD COMPANY LOGO
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
A DIAMOND CHEMICAL	GREC	TA00004	01	37583	37583
DESIGN (COMPANY SYMBOL-1957)	ARGE	T000083	01	924904	1153806
		T000083	02	1012849	1258535
		T000083	03	1012850	1258536
-	ASTL	T000083	01	A137908	137908
		T000083	03	A242637	242637
		T000083	04	A265395	137909
		T000083	01	43769	AM587/60
ASTR	T000083	02	68741	AM2391/70	
		01	89907	571293	
BELX	T000083	01	A-24464	UNKNOWN	
BOLI	T000083	02	A-24463	UNKNOWN	
		03	A-26365	UNKNOWN	
		01	002379805	343394	
BRAZ	T000083	02	002379813	343395	
		03	002382385	343393	
		01	5059	5354	
BRUN	T000083	02	5060	5355	
		03	5061	5356	
		01	111496	243186	
CANA	T000083	01	210730	36068	
		02	210546	35862	
CHIL	T000083	02	101385	(67) 02052	
CHRO	T000083X	03	19764	12428	
COST	T000083	01	1741-1957	1141/1957	
DENM	T000083	01	10216	UNKNOWN	
DOMI	T000083	01	34184	34184	
EGYP	T000083	01	34806	2523/58	
		02	61643	4858/70	
FRAN	T000083	02	1024116	243048	
GERE	T000083	01	621888	W30228	
GERW	T000083	01	718386	D8441/6WZ	
		02	901658	D25002/5WZ	
GHAN	T000083	01	14447	UNKNOWN	
		02	14899	UNKNOWN	
GREC	T000083	01	22413	22413	
		02	37585	37585	
GUAT	T000083	01	11107	UNKNOWN	
HONG	T000083	01	1747/71	442F/71	
		02	1748/71	442G/71	
		03	1749/71	442H/71	
ICEL	T000083	01	118/1958	UNKNOWN	
INDI	T000083	02	186805	186805	
INDO	T000083	01	130841	N/A	
IREL	T000083	02	71276	135/67	
ISRA	T000083	03	32692	32692	
ITAL	T000083	01	364915	33115C/78	
JORD	T000083X	01	11748	11748	
		02	11749	11749	
KORS	T000083X	01	2171	32/1957	
LEBA	T000083X	01	28557	UNKNOWN	
		02	29512	UNKNOWN	

OCC033653

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
DESIGN (COMPANY SYMBOL-1957)	LIEC	T000083X	01	3924	N/A
	MALA	T000083X	01	M/64787	M/64787
		T000083X	02	M/64788	M/64788
		T000083X	03	M/64789	M/64789
		T000083X	06	M/64790	M/64790
	NEZE	T000083X	01	60648	60648
		T000083X	02	60649	60649
		T000083X	03	60650	60650
	NICA	T000083X	01	9752	UNKNOWN
	NIGR	T000083X	01	14784	UNKNOWN
	NORW	T000083X	01	52056	64600
	OAPI	T000083X	01	18026	68049
	PAKI	T000083X	01	29107	29107
		T000083X	02	55399	55399
	PARA	T000083X	01	91534	4059
		T000083X	02	91535	4060
	PHIL	T000083X	02	23644	25350
	PORT	T000083X	04	187619	187619
	SING	T000083X	01	51604	51604
		T000083X	02	51605	51605
		T000083X	03	51606	51606
		T000083X	04	59239	59239
		T000083X	06	60233	60233
		SOUA	T000083X	01	2238/57/1
	T000083X		05	70/4978	70/4978
	SWED	T000083X	01	84361	3455/57
	SWIT	T000083X	01	273311	1265
	SYRI	T000083X	01	3673	UNKNOWN
		T000083X	02	23703	UNKNOWN
	THAI	T000083X	01	37575	58482
		T000083X	02	38109	58481
		T000083X	03	43658	72066
	TRIN	T000083X	01	7717	7717
		T000083X	02	87718	7718
		T000083X	03	87719	7719
		T000083X	04	7720	7720
	UNKG	T000083	01	960749	960749
		T000083	02	985432	985432
		T000083	03	782527	782527
	URUG	T000083X	01	163094	175812
	USA	T000083X	01	658914	28243
		T000083X	02	661804	27019
		T000083X	05	926111	380445
		T000083X	06	980242	448762
		T000083X	07	1015017	18547
	USSR	T000083X	01	33539	45900
	VENE	T000083X	01	41225-F	10085
T000083X		02	68483-F	2313	
DESIGN (CORP. SYMBOL VERTICAL)	USA	T000085	01	669731	51701
		T000085	02	680981	51702
		T000086	02	680630	58341

OCC033654

AUG 28, 1986

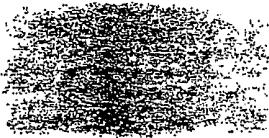
OLD COMPANY LOGO
AS OF SEPTEMBER 1, 1986

PAGE 3

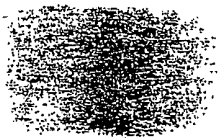
TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	SERIAL NUMBER
DIAMOND	CHIL	T0000928	01	206081	27918
		T0000928	02	206080	27919
	KENY	T0000928	01	14627	N/A
	NIGR	T0000928	01	17778	17778
		T0000928	02	17776	17776
DIAMOND ALKALI CHEMICALS AND	NEZE	T000500	01	55618	55618
		T000500	02	55620	55620
	URUG	T000500	01	143052	151959
	ZAIR	T000500	01	3821	UNKNOWN
DIAMOND CHEMICALS AND DESIGN	NEZE	T000587	01	82835	82835
		T000587	02	82836	82836
		T000587	03	82837	82837
	UNKG	T000587	01	8890151	890151
		T000587	02	8890152	890152

OCC033655

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INDUSTRIAL CHEM - PATENTS



OCC033656

AUG 29, 1986

DELAWARE CITY PLASTICS
PATENTS CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

PAGE 1

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P001088	CANA	01 02	826734 865211	867325 920151	861104 880302
P001631C	USA	01	3607510	850971	880921
P001668	USA	01	3642740	761861	890215
P001760	USA	01	3513503	687874	870526
P001763	USA	01	3473274	654449	861021
P001942	CANA USA	02 02	980482 3755225	149458 172558	921223 900828

OCC033657

OCCNJ 0000954

AUG 29, 1986

LICENSING
PATENTS CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

PAGE 1

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P002030	BELG	01	791029	123865	890613
	CANA	01	902850	100401	890613
	FRAN	01	70 46159	PUB 2073490	901222
	GERW	01	P2063248.8	P2063248 8	881222
	JAPA	01	772133	115930 70	880529
	USA	02	3780007	215938	901218
P002117	BELG	01	780834	115207	920317
	CANA	01	974000	141884	920902
	FRAN	01	72 07671	PUB 2130120	920306
	GERW	01	P2213135.7	P2213135 7	900317
	JAPA	01	849926	28009 72	910728
	USA	01	3708463	125851	900102

OCC033658

OCCNJ 0000955

R&D - ORGANICS
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P001573	CANA	01	831549	969350	870106
P001611	CANA	01	835960	987182	870303
P002091	CANA USA	01 03 04 05 06	943141 3864413 3957893 3873631 3935287	101979 243072 455595 466183 517941	910305 920204 930518 920325 930127
P002131	USA	01	4386189	260828	
P002140	USA	01	3689012	120611	890905
P002231A	CANA USA	01 01	1025483 3838058	200425 307643	950131 910924
P002243	CANA USA	01 02	1025481 3900524	191973 469360	950131 920819
P002286	CANA	01	1049567	191978	960227
P002287	CANA USA	01 02	1049568 3898195	191992 469333	960227 920805
P002292	CANA USA	01 01	1025482 3964408	191991 335364	950131 920204
P002361	USA	01 03	4124534 4380682	734249 351219	951107 951107
P002745	USA	01	4322251	149743	990330
P003173	ASTR BELG CANA FRAN GERW JAPA UNKG USA IEPC	01 01 01 01 01 01 01 01 01	EP E13472 BE 0041220 1165107 FR 0041220 P3170583.9 P3170583.9 82414 81 GB 0041220 4293433 0041220	81104045.0 81104045.0 376163 81104045.0 81104045.0 81104045.0 82414 81 81104045.0 155070 81104045.0	010526 010526 010410 010526 010526 010526 010526 010526 981006 010526
P003335	CANA USA	01 02	1190637 4425949	395442 344560	020716 010117
P003348	USA	02		529987	
P003536	USA	01			

OCC03659

AUG 29, 1986

R&D - CHROME
PATENTS CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

PAGE 1

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P001100	CANA	01	840339	941262	870428
P001178	USA	01	3480555	370143	861125
P001530	CANA	01	838602	974829	870407
P001632	CANA	01	889758	019247	890104
P001632A	USA	02	3607026	817426	880921
P001639	CANA	01	839696	011590	870421
	USA	01	3655539	616165	890411
P001640	CANA	01	873240	040932	880615
P001752	CANA	01	865001	028197	880302
	USA	02	3796583	73075	910312
P001753	USA	01	3468797	717041	860923
P001861	USA	02	3690822	100444	890912
		03	3712941	100445	900123
P002020	USA	01	3767440	246718	901023
P002077A	USA	01	3751437	52361	900807
P002077C	USA	02	3899501	330737	920812
P002087	USA	02	3970462	445558	930720
P002116	USA	02	3856482	316407	911224
		03	3934650	508253	930127
P002148	USA	01	3819800	284042	910625
P002207	USA	01	3821119	250031	910628

OCC033660

R&D - GENERAL
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P001284	CANA	01	844057	899967	870609
P001326	CANA	01	835427	997000	870224
P001373	USA	01	3520850	352305	870721
P001414	CANA	01	851768	917581	870915
		02	873360	953437	880615
P001456	USA	01	3522341	364731	870728
P001537	CANA	01	876772	956004	880727
P001555	CANA	01	844058	993681	870609
	USA	01	3475396	563021	861028
P001562	USA	01	3470208	471403	860930
P001607	CANA	01	893161	042459	890215
	USA	01	3533981	707287	871013
P001661	USA	01	3574789	668221	880413
P001664	USA	01	3528843	671212	870915
P001912	USA	02	3838048	143204	910924
P002155	USA	01	3789022	173245	910129
P002277	USA	01	4132569	845437	960102
P003066	USA	01	4268310	144605	980519
P003101	USA	01	4310451	88120	990112
P003124	CANA	01	1169814	389240	010626
	JAPA	01		192686	81
	MEXI	01		190337	
	USA	01	4354900	211694	991019

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AUG 29, 1986

INDUSTRIAL CHEM - CHLOR-ALKALI
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

PAGE 1

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P001674	CANA	01	837469	013616	870324
	USA	01	3490925	623220	870120
P001805A	CANA	01	910558	085014	890926
	USA	01	3582047	832633	880601
		02	3759784	85260	900918
P001805B	CANA	01	941164	084870	910205
	USA	02	3716346	74134	900213
P001916	CANA	01	877910	066334	880810
	USA	01	3671441	773354	890620
P001918	USA	03	3682830	54567	890808
		04	3796755	241552	910312
		05	3714052	168468	900130
P001965	CANA	01	984414	085474	930224
	USA	01	3976705	836649	930824
P001974	USA	01	3674881	885183	890704
P002016	USA	01	3919337	356112	921111
P002025	USA	01	3733218	198776	900515
P002031	USA	02	3860666	299706	920114
P002048	CANA	01	956404	102647	911022
	USA	02	3707508	161977	891226
P002193	USA	01	3859044	292538	920107
P002195	USA	01	3835070	244926	910910
P002231B	USA	02	3839087	307648	911001
P002290	USA	01	3860665	335365	920114
P002291	USA	01	3887628	335363	920603
P002293	USA	01	3923912	334985	921202
P002295	USA	01	3862250	335366	920121
P002319	USA	01	3860037	373755	920114

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AUG 29, 1986

INDUSTRIAL CHEM - SODA PRODUCTS
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

PAGE 1

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P002157	CANA	01	964005	152526	920311
	USA	01	3719510	184943	900306
P002655	ASTL	01	516245	52719/79	
	ASTR	01	E3706	79302541.2	
	BELG	01	BE 0011472	79302541.2	
	CANA	01	1138478	339574	991228
	FRAN	01	FR 0011472	79302541.2	
	GERW	01	P2965638.0	EP0011472	
	ITAL	01	IT 0011472	79302541.2	
	JAPA	01		146353 79	
	LXBG	01	LU 0011472	79302541.2	
	NERL	01	NL 0011472	79302541.2	
	SWED	01	SE 0011472	79302541.2	
	SWIT	01	CH 0011472	79302541.2	
	UNKG	01	GB 0011472	79302541.2	
	USA	01	4203773	959517	970520
	USA	02	4396723	122375	970520
ZEPC	01	0011472	79302541.2	991112	
P003119	JAPA	01		82978 82	
P003525	USA	01	4081392	803529	950328
P003526	CANA	01	1104993	310865	980714
	USA	01	4131543	832422	951226

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AUG 29, 1986

ANIMAL NUTRITION
PATENTS CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

PAGE 1

CASE NO.	COUNTRY	MULTI FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P002110	USA	01	4020103	644080	940426
P002487	USA	02	4172076	877569	961023
P002565	USA	01	4199518	891846	970422

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OCCNJ 0000961

AUG 29, 1936


COHESS
PATENTS CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE
P003104	USA	01	4347568	967520	990831



PAGE 1

OCC033665

OCCNJ 0000962



INDUSTRIAL CHEM - COPYRIGHTS



OCC033666

OCCNJ 0000963

INDUSTRIAL CHEMICALS DIVISION
Registered Copyrights

<u>Registration No.</u>	<u>Title</u>	<u>Date of Publication</u>
A-343528	Caustic Soda Handbook	June 4, 1958
A-455301	Cold Caustic Soda Pulping in the Manufacture of Pulp and Paper	June 30, 1960
A-482721	Cl ₂ - How to Handle Tank Car and Barge Chlorine Cl ₂ - How to Handle Cylinder & Ton Container Chlorine	December 19, 1960
A-607192	A Technical Reference Booklet About Diamond Soda Ash	January 8, 1963
A-699870	Slurry Storage Systems For Soda Ash	February 17, 1964
A-711692	Lye Peeling of Fruit & Root Crops	August 18, 1964
A-733519	Liquid DYNALITE for Industrial Laundry Use	November 15, 1964
A-736679	SIROC Grout Technical Manual	November 5, 1964
A-796471	Diamond Bicarbonate of Soda	October 15, 1965
A-858895	Chemicals You Live By	August 19, 1966
A-872244	The MOROC Pocketbook for Foundries	September 28, 1966
A-882534	Diamond Multifex-MM Ultra-Fine Precipitated Calcium Carbonate in Protective Coatings	December 12, 1966
A-894101	Sodium Silicate Handbook	February 22, 1967
A-899778	Sodium Silicate Handbook	March 9, 1967
A-903043	Soda Bleach Solutions	March 18, 1967
A-934334	Zinc, Cadmium Brighteners & Conversion Coatings Handbook	August 15, 1967
A-939926	Caustic Soda Handbook	August 22, 1967

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OCCNJ 0000964

<u>Registration No.</u>	<u>Type</u>	<u>Date of Publication</u>
A-62744	Specify Coatings Based on DALVOR Poly (Vinyl Fluoride) Resin For All Your Pre-Engineered Industrial or Commercial Buildings	March 20, 1969
A-773128	Chlorine Handbook	July 28, 1976
K-183638	Diamond Chemicals - Caustic & Chlorine - Methods of Shipping Liquid Caustic and Chlorine to the Manufacturers of Pulp and Paper	July 24, 1964

OCC033668



INDUSTRIAL CHEM - OPPOSITIONS



OCC033669

INDUSTRIAL CHEMICALS
OPPOSITIONS

Patent Oppositions by Diamond Shamrock Chemicals Company

<u>Country</u>	<u>Pat../Appln. No.</u>	<u>Party</u>
	(none)	

Patent Oppositions Against Diamond Shamrock Chemicals Company:

<u>Country</u>	<u>Pat../Appln. No.</u>	<u>Party</u>
Europe	81104045.0	Wacker-Chemie

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PROCESS CHEM - TRADEMARKS

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
ABRANDINA	BRAZ	TA01063	01	006368142	32120/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TA01063	01	006868142	32120/M-77	DIAMOND SHAMROCK CHEMICALS CO
ACIDOLENE	CANA	TA00003	01	230/49353	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	USA	TA00003	01	243292	261896	DIAMOND SHAMROCK CHEMICALS CO
		TA00003	01	243292	261896	DIAMOND SHAMROCK CHEMICALS CO
	ZWD	TA00003	01			
AGRIKUL	ARGE	TA00006	01	964827	1194482	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	964827	1194482	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TA00006	01	366716	635905	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	366716	635905	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TA00006	01	194/49353	223779	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TA00006	01	90338	158042	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	90338	158042	DIAMOND SHAMROCK CHEMICALS CO
	DENM	TA00006	01	3704-1980	439780	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	3704-1980	439780	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TA00006	01	81254	501780	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	81254	501780	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TA00006	01	1056799	285414	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	1056799	285414	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TA00006	01	801205	N8623/6WZ	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	801205	N8623/6WZ	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	02	1053963	D36139/1WZ	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	02	1053963	D36139/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TA00006	01	230033	230033	DIAMOND SHAMROCK CHEMICALS CO
		ITAL	TA00006	01	215089	737322
	TA00006	01	215089	737322	DIAMOND SHAMROCK CHEMICALS CO	
		TA00006	01	215089	737322	DIAMOND SHAMROCK CHEMICALS CO
	MAIW	TA00006	01	13777	13777	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	13777	13777	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TA00006	01	117809	800400	DIAMOND SHAMROCK CHEMICALS CO
	SOVA	TA00006	01	7470937	7470937	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	7470937	7470937	DIAMOND SHAMROCK CHEMICALS CO
	SPAI	TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	934484	934484	DIAMOND SHAMROCK CHEMICALS CO
	SWED	TA00006	01	180027	80-0322	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	180027	80-0322	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TA00006	01	1127141	1127141	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	1127141	1127141	DIAMOND SHAMROCK CHEMICALS CO
	URUG	TA00006	01	170641	182485	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	170641	182485	DIAMOND SHAMROCK CHEMICALS CO
	USA	TA00006	01	543463	598099	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	543463	598099	DIAMOND SHAMROCK CHEMICALS CO
TA00006		02	1145601	215575	DIAMOND SHAMROCK CHEMICALS CO	
TA00006		02	1145601	215575	DIAMOND SHAMROCK CHEMICALS CO	
TA00006		02	1145601	215575	DIAMOND SHAMROCK CHEMICALS CO	
TA00006		02	1145601	215575	DIAMOND SHAMROCK CHEMICALS CO	

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
AGRIMUL	YENE	TA00006	01	106542-F	8690-80	DIAMOND SHAMROCK CHEMICALS CO
	ZAMB	TA00006	01	26177	26177	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	26177	26177	DIAMOND SHAMROCK CHEMICALS CO
	ZIMB	TA00006	01	49177	49177	DIAMOND SHAMROCK CHEMICALS CO
		TA00006	01	49177	49177	DIAMOND SHAMROCK CHEMICALS CO
AGRIMUL/WITH KATAKANA	JAPA	TA01003	01	1647952	91281/1981	DIAMOND SHAMROCK CHEMICALS CO
		TA01003	01	1647952	91281/1981	DIAMOND SHAMROCK CHEMICALS CO
		TA01003	01	1647952	91281/1981	DIAMOND SHAMROCK CHEMICALS CO
		TA01003	01	1647952	91281/1981	DIAMOND SHAMROCK CHEMICALS CO
AGRIWET	USA	TA00007	01	700018	76014	DIAMOND SHAMROCK CHEMICALS CO
		TA00007	01	700018	76014	DIAMOND SHAMROCK CHEMICALS CO
ALBAFIX	USA	TA00008	01	547283	603837	DIAMOND SHAMROCK CHEMICALS CO
		TA00008	01	547283	603837	DIAMOND SHAMROCK CHEMICALS CO
ALBASOL	CANA	TA00646	01	199/50715	223778	DIAMOND SHAMROCK CHEMICALS CO
	MAIW	TA00646	01	12177	12177	DIAMOND SHAMROCK CHEMICALS CO
		TA00646	01	12177	12177	DIAMOND SHAMROCK CHEMICALS CO
	SQUA	TA00646	01	74/0936	74/0936	DIAMOND SHAMROCK CHEMICALS CO
	ZAMB	TA00646	01	25177	25177	DIAMOND SHAMROCK CHEMICALS CO
		TA00646	01	25177	25177	DIAMOND SHAMROCK CHEMICALS CO
	ZIMB	TA00646	01	48177	48177	DIAMOND SHAMROCK CHEMICALS CO
		TA00646	01	48177	48177	DIAMOND SHAMROCK CHEMICALS CO
ALKOLENE	USA	TA00011	01	270851	287083	DIAMOND SHAMROCK CHEMICALS CO
		TA00011	01	270851	287083	DIAMOND SHAMROCK CHEMICALS CO
ANTIOXIDANT NO. 30 & DESIGN	CANA	TA00520	01	137214	279466	DIAMOND SHAMROCK CANADA LTD
		TA00520	01	137214	279466	DIAMOND SHAMROCK CANADA LTD
APASOL (UNDERLINED)	USA	TA00013	01	414469	476315	DIAMOND SHAMROCK CHEMICALS CO
AQUAQUEST	ALGE	TA00919A	01	32441	773/81	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TA00919A	01	377579	647071	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TA00919	01		WITHDRAWN	DIAMOND SHAMROCK CORPORATION
	CANA	TA00919	01		541168	DIAMOND SHAMROCK CHEMICALS CO
	CHIN	TA00919A	01	177983	N/A	DIAMOND SHAMROCK CHEMICALS CO
	DOMI	TA00919	01	37747	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	01	37747	N/A	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TA00919	01	285	1753	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	01	285	1753	DIAMOND SHAMROCK CHEMICALS CO
	EGYP	TA00919A	01		60082	DIAMOND SHAMROCK CHEMICALS CO
	INDO	TA00919A	01	164521	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	LIBY	TA00919A	01		UNKNOWN	DIAMOND SHAMROCK CORPORATION
	NIGR	TA00919A	01		41570/82	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TA00919A	01	114593	813487	DIAMOND SHAMROCK CHEMICALS CO
	OAPI	TA00919A	01	22245	72374	DIAMOND SHAMROCK CHEMICALS CO
	PERU	TA00919	01	42019	046299	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	01	42019	046299	DIAMOND SHAMROCK CHEMICALS CO
	TUNI	TA00919A	01	214782	214782	DIAMOND SHAMROCK CHEMICALS CO

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	REGORD OWNER
AQUAQUEST	UNKG	TA00919A	01	B1166582	1166582	DIAMOND SHAMROCK CHEMICALS CO
	USA	TA00919	01	1171828	221831	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	01	1171828	221831	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	01	1171828	221831	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	01	1171828	221831	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	02	1229110	340552	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	02	1229110	340552	DIAMOND SHAMROCK CHEMICALS CO
		TA00919	02	1229110	340552	DIAMOND SHAMROCK CHEMICALS CO
AZMER	USA	TA01207	01	1314174	470415	DIAMOND SHAMROCK CHEMICALS CO
		TA01207	01	1314174	470415	DIAMOND SHAMROCK CHEMICALS CO
		TA01207	01	1314174	470415	DIAMOND SHAMROCK CHEMICALS CO
		TA01207	01	1314174	470415	DIAMOND SHAMROCK CHEMICALS CO
BOERITE	USA	TB00021	01	406770	464660	DIAMOND SHAMROCK CHEMICALS CO
CADOISA	*	TC00902	*	*	*	*
CANALINE	CANA	TC00522	01	191/48675	UNKNOWN	DIAMOND SHAMROCK CANADA LTD
		TC00522	01	191/48675	UNKNOWN	DIAMOND SHAMROCK CANADA LTD
CANNAWAX	CANA	TC00524	01	191/48674	UNKNOWN	DIAMOND SHAMROCK CANADA LTD
		TC00524	01	191/48674	UNKNOWN	DIAMOND SHAMROCK CANADA LTD
CAPADEX	USA	TC01010	01	1207809	301966	DIAMOND SHAMROCK CHEMICALS CO
		TC01010	01	1207809	301966	DIAMOND SHAMROCK CHEMICALS CO
		TC01010	01	1207809	301966	DIAMOND SHAMROCK CHEMICALS CO
		TC01010	01	1207809	301966	DIAMOND SHAMROCK CHEMICALS CO
CAPCURE	ARGE	TC00862	01	933425	1166163	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	933425	1166163	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TC00862	01	A325120	325120	DIAMOND SHAMROCK CHEMICALS CO
	ASTR	TC00862	01	91952	AM567/79	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	91952	AM567/79	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TC00862	01	356419	628421	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	356419	628421	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TC00862	01	007052596	244/M-79	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	007052596	244/M-79	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TC00862	01	254485	434326	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	254485	434326	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TC00862	01	259181	102182	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	259181	102182	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TC00862	01	115024	(67)20209	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	115024	(67)20209	DIAMOND SHAMROCK CHEMICALS CO
	DENM	TC00862	01	3089-1979	690/79	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	3089-1979	690/79	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TC00862	01	293	1752	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	293	1752	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TC00862	01	78930	711/79	DIAMOND SHAMROCK CHEMICALS CO
	TC00862	01	78930	711/79	DIAMOND SHAMROCK CHEMICALS CO	
FRAN	TC00862	01	1086312	505175	DIAMOND SHAMROCK CHEMICALS CO	

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PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI-FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
CAPCURE	FRAN	TC00862	01	1086312	505175	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TC00862	01	1019901	D33162/1WZ	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	1019901	D33162/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	TC00862	01	47050	47050	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TC00862	01	373948	33161 C/79	DIAMOND SHAMROCK CHEMICALS CO
	MALA	TC00862	01		M/90625	DIAMOND SHAMROCK CHEMICALS CO
	MEXI	TC00862	01	221875	132793	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	221875	132793	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TC00862	01	126231	126231	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TC00862	01	104994	790224	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	104994	790224	DIAMOND SHAMROCK CHEMICALS CO
	PERU	TC00862	01	023128	18815	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	33561	37942	DIAMOND SHAMROCK CHEMICALS CO
	SING	TC00862	01		1990/81	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	TC00862	01	78/6201	78/6201	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	78/6201	78/6201	DIAMOND SHAMROCK CHEMICALS CO
	SPAI	TC00862	01	900651	900651	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	900651	900651	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	900651	900651	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	900651	900651	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	900651	900651	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	900651	900651	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	900651	900651	DIAMOND SHAMROCK CHEMICALS CO
	SWED	TC00862	01	168142	79-0464	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	168142	79-0464	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TC00862	01	298673	687	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	298673	687	DIAMOND SHAMROCK CHEMICALS CO
	THAI	TC00862	01	77711	118717	DIAMOND SHAMROCK CHEMICALS CO
		TC00862	01	77711	118717	DIAMOND SHAMROCK CHEMICALS CO
UNKG	TC00862	01	1108510	1108510	DIAMOND SHAMROCK CHEMICALS CO	
USA	TC00862	01	1125109	187834	DIAMOND SHAMROCK CHEMICALS CO	
	TC00862	01	1125109	187834	DIAMOND SHAMROCK CHEMICALS CO	
VENE	TC00862	01	99195-F	524-79	DIAMOND SHAMROCK CHEMICALS CO	
	TC00862	01	99195-F	524-79	DIAMOND SHAMROCK CHEMICALS CO	
ZIMB	TC00862	01	233/81	233/81	DIAMOND SHAMROCK CHEMICALS CO	
	TC00862	01	233/81	233/81	DIAMOND SHAMROCK CHEMICALS CO	
ZWVD	TC00862	01				
CAPCURE W/KATAKANA	JAPA	TC00864	01	1509091	92692/1978	DIAMOND SHAMROCK CHEMICALS CO
		TC00864	01	1509091	92692/1978	DIAMOND SHAMROCK CHEMICALS CO
		TC00864	01	1509091	92692/1978	DIAMOND SHAMROCK CHEMICALS CO
		TC00864	01	1509091	92692/1978	DIAMOND SHAMROCK CHEMICALS CO
CHRO-MA-SIST	UNKG	TC00539	01	8991460	991460	DIAMOND SHAMROCK CHEMICALS CO
		TC00539	01	8991460	991460	DIAMOND SHAMROCK CHEMICALS CO

OCC033675

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
CHROLON	USA	TC00041	01	1002417	23447	DIAMOND SHAMROCK CHEMICALS CO
		TC00041	01	1002417	23447	DIAMOND SHAMROCK CHEMICALS CO
		TC00041	02	1043194	61083	DIAMOND SHAMROCK CHEMICALS CO
		TC00041	02	1043194	61083	DIAMOND SHAMROCK CHEMICALS CO
		TC00041	03	1094155	146352	DIAMOND SHAMROCK CHEMICALS CO
CHROMAFLOC	USA	TC01027	01	1223039	309193	DIAMOND SHAMROCK CHEMICALS CO
		TC01027	01	1223039	309193	DIAMOND SHAMROCK CHEMICALS CO
		TC01027	01	1223039	309193	DIAMOND SHAMROCK CHEMICALS CO
		TC01027	01	1223039	309193	DIAMOND SHAMROCK CHEMICALS CO
CHROMASET	CANA	TC00707	01		549588	DIAMOND SHAMROCK CHEMICALS CO
	USA	TC00707	01	1076203	109387	DIAMOND SHAMROCK CHEMICALS CO
		TC00707	01	1076203	109387	DIAMOND SHAMROCK CHEMICALS CO
CHROMASIST	ASTL	TC00042	01	A278971	278971	DIAMOND SHAMROCK CHEMICALS CO
		TC00042	01	A278971	278971	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TC00042	01		549486	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TC00042	01	292	1751	DIAMOND SHAMROCK CHEMICALS CO
		TC00042	01	292	1751	DIAMOND SHAMROCK CHEMICALS CO
	SPAI	TC00042	01	949676	949676	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TC00042	01	258619	1704	DIAMOND SHAMROCK CHEMICALS CO
		TC00042	01	258619	1704	DIAMOND SHAMROCK CHEMICALS CO
	USA	TC00042	01	1013910	21016	DIAMOND SHAMROCK CHEMICALS CO
		TC00042	01	1013910	21016	DIAMOND SHAMROCK CHEMICALS CO
CHROMOL	USA	TC00043	01	244130	261894	DIAMOND SHAMROCK CHEMICALS CO
		TC00043	01	244130	261894	DIAMOND SHAMROCK CHEMICALS CO
COALMASTER	USA	TC01252	01	1373217	529733	DIAMOND SHAMROCK CHEMICALS CO
		TC01252	01	1373217	529733	DIAMOND SHAMROCK CHEMICALS CO
		TC01252	01	1373217	529733	DIAMOND SHAMROCK CHEMICALS CO
		TC01252	01	1373217	529733	DIAMOND SHAMROCK CHEMICALS CO
COLOK	USA	TC00913	01	1140149	218153	DIAMOND SHAMROCK CHEMICALS CO
		TC00913	01	1140149	218153	DIAMOND SHAMROCK CHEMICALS CO
		TC00913	01	1140149	218153	DIAMOND SHAMROCK CHEMICALS CO
COLOR-SPERSE	*	TC00655	*	*	*	*
COLORSPERSE	BRAZ	TC01064	01	006868134	32118/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TC01064	01	006868134	32118/M-77	DIAMOND SHAMROCK CHEMICALS CO
CORAX	USA	TC00051	01	600644	661877	DIAMOND SHAMROCK CHEMICALS CO
		TC00051	01	600644	661877	DIAMOND SHAMROCK CHEMICALS CO
CROMOTEX	BRAZ	TC01065	01	006876374	32121/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TC01065	01	006876374	32121/M-77	DIAMOND SHAMROCK CHEMICALS CO
CYLOK - LORD CORP. - OPPOSN BY	USA	T*01227	01		313498	LORD CORPORATION

OCC03676

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
DACOSPIN	CANA	T000837	01		542461	DIAMOND SHAMROCK CHEMICALS CO
	USA	T000837	01	1123122	179098	DIAMOND SHAMROCK CHEMICALS CO
		T000837	01	1123122	179098	DIAMOND SHAMROCK CHEMICALS CO
		T000837	02	1222241	309194	DIAMOND SHAMROCK CHEMICALS CO
		T000837	02	1222241	309194	DIAMOND SHAMROCK CHEMICALS CO
		T000837	02	1222241	309194	DIAMOND SHAMROCK CHEMICALS CO
		T000837	02	1222241	309194	DIAMOND SHAMROCK CHEMICALS CO
DAIA	BRAZ	T001060	01	006920470	16589/M-78	DIAMOND SHAMROCK CHEMICALS CO
		T001060	01	006920470	16589/M-78	DIAMOND SHAMROCK CHEMICALS CO
DAIALAN	BRAZ	T000885	01	007179553	8086/M-79	DIAMOND SHAMROCK CHEMICALS CO
		T000885	01	007179553	8086/M-79	DIAMOND SHAMROCK CHEMICALS CO
DAIAPER	BRAZ	T000887	01	007179561	8087/M-79	DIAMOND SHAMROCK CHEMICALS CO
		T000887	01	007179561	8087/M-79	DIAMOND SHAMROCK CHEMICALS CO
DAIASTAT	BRAZ	T000884	01	007179588	8089/M-79	DIAMOND SHAMROCK CHEMICALS CO
		T000884	01	007179588	8089/M-79	DIAMOND SHAMROCK CHEMICALS CO
DERMOPLAST	USA	T000080	01	773442	171103	DIAMOND SHAMROCK CHEMICALS CO
DESIGN (MULTIPLE OVALS)	JAPA	T001013	01	1238503	117091/73	SAN NOPCO LIMITED
		T001013	01	1238503	117091/73	SAN NOPCO LIMITED
		T001013	02	1215555	117092/73	SAN NOPCO LIMITED
		T001013	02	1215555	117092/73	SAN NOPCO LIMITED
DETERNOL	BRAZ	T001072	01	006436048	9960/M-75	DIAMOND SHAMROCK CHEMICALS CO
		T001072	02	006436056	9961/M-75	DIAMOND SHAMROCK CHEMICALS CO
		T001072	03	006436064	9962/M-75	DIAMOND SHAMROCK CHEMICALS CO
DIAPEL	ALGE	T000697A	01	32442	734/81	DIAMOND SHAMROCK CHEMICALS CO
	BELX	T000697A	01	377578	647070	DIAMOND SHAMROCK CHEMICALS CO
	CHIM	T000697A	01	177984	N/A	DIAMOND SHAMROCK CHEMICALS CO
	EGYP	T000697A	01		60083	DIAMOND SHAMROCK CHEMICALS CO
	INDO	T000697A	01	164345	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	LIBY	T000697A	01		UNKNOWN	DIAMOND SHAMROCK CORPORATION
	NIGR	T000697A	01		41569/82	DIAMOND SHAMROCK CHEMICALS CO
	NORW	T000697A	01	113772	813491	DIAMOND SHAMROCK CHEMICALS CO
	OAPI	T000697A	01	22249	72378	DIAMOND SHAMROCK CHEMICALS CO
	TUNI	T000697A	01	215/82	215/82	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	T000697A	01	1166583	1166583	DIAMOND SHAMROCK CHEMICALS CO
	USA	T000697	01	1064281	101157	DIAMOND SHAMROCK CHEMICALS CO
		T000697	01	1064281	101157	DIAMOND SHAMROCK CHEMICALS CO
DIASIST	BRAZ	T000499	01	006868150	32122/M-77	DIAMOND SHAMROCK CHEMICALS CO
		T000499	01	006868150	32122/M-77	DIAMOND SHAMROCK CHEMICALS CO
DIOFLO	ALGE	T000391A	01	32443	735/81	DIAMOND SHAMROCK CHEMICALS CO
	BELX	T000391A	01	377583	647075	DIAMOND SHAMROCK CHEMICALS CO
	CANA	T000391	01	220379	391419	DIAMOND SHAMROCK CHEMICALS CO
		T000391	01	220379	391419	DIAMOND SHAMROCK CHEMICALS CO

OCC033677

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
DILOFLO	CHIN	T000391A	01	177985	N/A	DIAMOND SHAMROCK CHEMICALS CO
	EGYP	T000391A	01		60084	DIAMOND SHAMROCK CHEMICALS CO
	INDO	T000391A	01	164361	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	LIBY	T000391A	01		UNKNOWN	DIAMOND SHAMROCK CORPORATION
	NIGR	T000391A	01		41646	DIAMOND SHAMROCK CHEMICALS CO
	NORW	T000391A	01	113773	813492	DIAMOND SHAMROCK CHEMICALS CO
	OAPI	T000391A	01	22246	72375	DIAMOND SHAMROCK CHEMICALS CO
	TUNI	T000391A	01	216782	216782	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	T000391A	01	1166584	1166534	DIAMOND SHAMROCK CHEMICALS CO
	USA	T000391	01	1351178	518109	DIAMOND SHAMROCK CHEMICALS CO
		T000391	01	1351178	518109	DIAMOND SHAMROCK CHEMICALS CO
		T000391	01	1351178	518109	DIAMOND SHAMROCK CHEMICALS CO
		T000391	01	1351178	518109	DIAMOND SHAMROCK CHEMICALS CO
		T000391	01	1351178	518109	DIAMOND SHAMROCK CHEMICALS CO
DIMOXINE	USA	T000916	01	1173754	204020	DIAMOND SHAMROCK CHEMICALS CO
		T000916	01	1173754	204020	DIAMOND SHAMROCK CHEMICALS CO
		T000916	01	1173754	204020	DIAMOND SHAMROCK CHEMICALS CO
		T000916	01	1173754	204020	DIAMOND SHAMROCK CHEMICALS CO
DINOLENE	CANA	T000392	01	219855	394365	DIAMOND SHAMROCK CHEMICALS CO
		T000392	01	219855	394365	DIAMOND SHAMROCK CHEMICALS CO
	INDO	T000392	01	124989	N/A	DIAMOND SHAMROCK CHEMICALS CO
		T000392	01	124989	N/A	DIAMOND SHAMROCK CHEMICALS CO
DINOPL	CANA	T000394	01	219857	394367	DIAMOND SHAMROCK CHEMICALS CO
		T000394	01	219857	394367	DIAMOND SHAMROCK CHEMICALS CO
	USA	T000394	01	1025992	35207	DIAMOND SHAMROCK CHEMICALS CO
		T000394	01	1025992	35207	DIAMOND SHAMROCK CHEMICALS CO
DINOTAN	CANA	T000393	01	219856	394366	DIAMOND SHAMROCK CHEMICALS CO
		T000393	01	219856	394366	DIAMOND SHAMROCK CHEMICALS CO
	INDO	T000393	01	124990	N/A	DIAMOND SHAMROCK CHEMICALS CO
		T000393	01	124990	N/A	DIAMOND SHAMROCK CHEMICALS CO
	USA	T000393	01	1023534	10354	DIAMOND SHAMROCK CHEMICALS CO
		T000393	01	1023534	10354	DIAMOND SHAMROCK CHEMICALS CO
DISCOLITE	USA	T001215	01	292823	320555	DIAMOND SHAMROCK CHEMICALS CO
		T001215	01	292823	320555	DIAMOND SHAMROCK CHEMICALS CO
		T001215	01	292823	320555	DIAMOND SHAMROCK CHEMICALS CO
DISPERSANOL	CANA	T001264	01		559002	DIAMOND SHAMROCK CANADA LTD.
DISTILLATES	USA	T000395	01	1045910	68153	DIAMOND SHAMROCK CHEMICALS CO
		T000395	01	1045910	68153	DIAMOND SHAMROCK CHEMICALS CO
DRIAC	USA	T001267	01	899878	352561	DIAMOND SHAMROCK CHEMICALS CO
		T001267	01	899878	352561	DIAMOND SHAMROCK CHEMICALS CO
DROXOL	USA	T000103	01	1176734	266830	DIAMOND SHAMROCK CHEMICALS CO
		T000103	01	1176734	266830	DIAMOND SHAMROCK CHEMICALS CO
		T000103	01	1176734	266830	DIAMOND SHAMROCK CHEMICALS CO
		T000103	01	1176734	266830	DIAMOND SHAMROCK CHEMICALS CO

OCC033678

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
DURPON	ARGE	T000107	01	964878	1194542	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	964878	1194542	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	T000107	01	A227874	227874	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	A227874	227874	DIAMOND SHAMROCK CHEMICALS CO
		T000107	02	A227875	227875	DIAMOND SHAMROCK CHEMICALS CO
		T000107	02	A227875	227875	DIAMOND SHAMROCK CHEMICALS CO
		T000107	03	A227876	227876	DIAMOND SHAMROCK CHEMICALS CO
		T000107	03	A227876	227876	DIAMOND SHAMROCK CHEMICALS CO
	CANA	T000107	01	200750967	223777	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	T000107	01	238053	69941	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	238053	69941	DIAMOND SHAMROCK CHEMICALS CO
	COLO	T000107	01	238053	69941	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	98553	158046	DIAMOND SHAMROCK CHEMICALS CO
	INDI	T000107	01	98553	158046	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	230041	230041	DIAMOND SHAMROCK CHEMICALS CO
	IREL	T000107	01	74980	992769	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	74980	992769	DIAMOND SHAMROCK CHEMICALS CO
		T000107	02	74981	993769	DIAMOND SHAMROCK CHEMICALS CO
		T000107	02	74981	993769	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	T000107	01	248115	22552 C/69	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	248115	22552 C/69	DIAMOND SHAMROCK CHEMICALS CO
	MALA	T000107	01		H/90707	DIAMOND SHAMROCK CHEMICALS CO
	SING	T000107	01		2121781	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	T000107	01	7174416	7174416	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	7174416	7174416	DIAMOND SHAMROCK CHEMICALS CO
		T000107	02	7174417	7174417	DIAMOND SHAMROCK CHEMICALS CO
		T000107	02	7174417	7174417	DIAMOND SHAMROCK CHEMICALS CO
		T000107	03	7174418	7174418	DIAMOND SHAMROCK CHEMICALS CO
		T000107	03	7174418	7174418	DIAMOND SHAMROCK CHEMICALS CO
		T000107	03	7174418	7174418	DIAMOND SHAMROCK CHEMICALS CO
	THAI	T000107	01	76158	118706	DIAMOND SHAMROCK CHEMICALS CO
		T000107	01	76158	118706	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	T000107	01	878742	878742	DIAMOND SHAMROCK CHEMICALS CO
USA	T000107	01	569589	629178	DIAMOND SHAMROCK CHEMICALS CO	
	T000107	01		REJECTED	DIAMOND SHAMROCK CORPORATION	
DYAFAC	USA	T000920	01	1171830	222987	DIAMOND SHAMROCK CHEMICALS CO
		T000920	01	1171830	222987	DIAMOND SHAMROCK CHEMICALS CO
		T000920	01	1171830	222987	DIAMOND SHAMROCK CHEMICALS CO
		T000920	01	1171830	222987	DIAMOND SHAMROCK CHEMICALS CO
DYASULF	USA	T000883	01	1140138	209828	DIAMOND SHAMROCK CHEMICALS CO
		T000883	01	1140138	209828	DIAMOND SHAMROCK CHEMICALS CO
		T000883	01	1140138	209828	DIAMOND SHAMROCK CHEMICALS CO
		T000883	02	1269531	394321	DIAMOND SHAMROCK CHEMICALS CO
		T000883	02	1269531	394321	DIAMOND SHAMROCK CHEMICALS CO
		T000883	02	1269531	394321	DIAMOND SHAMROCK CHEMICALS CO
		T000883	02	1269531	394321	DIAMOND SHAMROCK CHEMICALS CO
		T000883	02	1269531	394321	DIAMOND SHAMROCK CHEMICALS CO
DYSOL	CANA	T000108	01	229761	411916	DIAMOND SHAMROCK CHEMICALS CO
		T000108	01	229761	411916	DIAMOND SHAMROCK CHEMICALS CO

OCC033679

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
DYMSOL	SPAI	T000108	01	841169	841169	DIAMOND SHAMROCK CHEMICALS CO
		T000108	01	841169	841169	DIAMOND SHAMROCK CHEMICALS CO
		T000108	01	841169	841169	DIAMOND SHAMROCK CHEMICALS CO
		T000108	01	841169	841169	DIAMOND SHAMROCK CHEMICALS CO
		T000108	01	841169	841169	DIAMOND SHAMROCK CHEMICALS CO
		T000108	01	841169	841169	DIAMOND SHAMROCK CHEMICALS CO
	USA	T000108	01	915571	375388	DIAMOND SHAMROCK CHEMICALS CO
		T000108	01	915571	375388	DIAMOND SHAMROCK CHEMICALS CO
		T000108	02	1044604	70331	DIAMOND SHAMROCK CHEMICALS CO
		T000108	02	1044604	70331	DIAMOND SHAMROCK CHEMICALS CO
		T000108	03	1073875	113848	DIAMOND SHAMROCK CHEMICALS CO
	ZURI	T000108	03	1073875	113848	DIAMOND SHAMROCK CHEMICALS CO
	T000108	01				
EMULGADOR BF	BRAZ	TE01075	01	006564615	7316/M-76	DIAMOND SHAMROCK CHEMICALS CO
		TE01075	01	006564615	7316/M-76	DIAMOND SHAMROCK CHEMICALS CO
		TE01075	02	006564607	7315/M-76	DIAMOND SHAMROCK CHEMICALS CO
		TE01075	02	006564607	7315/M-76	DIAMOND SHAMROCK CHEMICALS CO
EMULGADOR NOPCO BF	BRAZ	TE01076	01	006434886	9002/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TE01076	02	006563082	9003/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TE01076	02	006563082	9003/M-75	DIAMOND SHAMROCK CHEMICALS CO
EMULSOL	USA	TE00112	01	78071	039867	DIAMOND SHAMROCK CHEMICALS CO
		TE00112	01	78071	039867	DIAMOND SHAMROCK CHEMICALS CO
ESI	ITAL	TE00642	01	215093	73/328	DIAMOND SHAMROCK CORPORATION
ESPECIALIDADES Y TENSIOSACTIVOS	*	TE00930	*	*	*	*
ETHYLAN	USA	TE00794A	01	1181703	215542	DIAMOND SHAMROCK CORPORATION
EYT	SPAI	TE00903	01	702624	702624	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	02	702624	702625	EYTESA S.A.
		TE00903	03	702626	702626	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	03	702626	702626	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	03	702626	702626	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	03	702626	702626	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	03	702626	702626	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	03	702626	702626	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	03	702626	702626	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	04	702627	702627	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	04	702627	702627	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	04	702627	702627	DIAMOND SHAMROCK CHEMICALS CO.
		TE00903	04	702627	702627	DIAMOND SHAMROCK CHEMICALS CO.
TE00903	04	702627	702627	DIAMOND SHAMROCK CHEMICALS CO.		
EYT (STYLIZED)	SPAI	TE00904	01	517035	517035	DIAMOND SHAMROCK CHEMICALS CO.
		TE00904	01	517035	517035	DIAMOND SHAMROCK CHEMICALS CO.
		TE00904	01	517035	517035	DIAMOND SHAMROCK CHEMICALS CO.
EYTESA	SPAI	TE00905	01	507464	507464	DIAMOND SHAMROCK CHEMICALS CO.

OCC033680

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
EYTESA	SPAI	TE00905	01	507464	507464	DIAMOND SHAMROCK CHEMICALS CO.
EYTESA (STYLIZED)	SPAI	TE00911	01	571359	571359	DIAMOND SHAMROCK CHEMICALS CO.
EYTESA, S.A. (COMMERCIAL NAME)	SPAI	TE00921	01	80972	80972	EYTESA, S.A.
		TE00921	01	80972	80972	EYTESA, S.A.
		TE00921	01	80972	80972	EYTESA, S.A.
		TE00921	01	80972	80972	EYTESA, S.A.
		TE00921	01	80972	80972	EYTESA, S.A.
		TE00921	01	80972	80972	EYTESA, S.A.
EYTINA	SPAI	TE00906	01	711059	711059	DIAMOND SHAMROCK CHEMICALS CO.
EYTMENE	SPAI	TE00907	01	743794	743794	DIAMOND SHAMROCK CHEMICALS CO.
		TE00907	01	743794	743794	DIAMOND SHAMROCK CHEMICALS CO.
		TE00907	01	743794	743794	DIAMOND SHAMROCK CHEMICALS CO.
		TE00907	01	743794	743794	DIAMOND SHAMROCK CHEMICALS CO.
		TE00907	01	743794	743794	DIAMOND SHAMROCK CHEMICALS CO.
		TE00907	01	743794	743794	DIAMOND SHAMROCK CHEMICALS CO.
EYTMID	SPAI	TE00908	01	743791	743791	DIAMOND SHAMROCK CHEMICALS CO.
		TE00908	01	743791	743791	DIAMOND SHAMROCK CHEMICALS CO.
		TE00908	01	743791	743791	DIAMOND SHAMROCK CHEMICALS CO.
		TE00908	01	743791	743791	DIAMOND SHAMROCK CHEMICALS CO.
		TE00908	01	743791	743791	DIAMOND SHAMROCK CHEMICALS CO.
		TE00908	01	743791	743791	DIAMOND SHAMROCK CHEMICALS CO.
EYTMINE	SPAI	TE00910	01	743792	743792	DIAMOND SHAMROCK CHEMICALS CO.
		TE00910	01	743792	743792	DIAMOND SHAMROCK CHEMICALS CO.
		TE00910	01	743792	743792	DIAMOND SHAMROCK CHEMICALS CO.
		TE00910	01	743792	743792	DIAMOND SHAMROCK CHEMICALS CO.
		TE00910	01	743792	743792	DIAMOND SHAMROCK CHEMICALS CO.
		TE00910	01	743792	743792	DIAMOND SHAMROCK CHEMICALS CO.
EYTSIM	SPAI	TE00909	01	743793	743793	DIAMOND SHAMROCK CHEMICALS CO.
		TE00909	01	743793	743793	DIAMOND SHAMROCK CHEMICALS CO.
		TE00909	01	743793	743793	DIAMOND SHAMROCK CHEMICALS CO.
		TE00909	01	743793	743793	DIAMOND SHAMROCK CHEMICALS CO.
		TE00909	01	743793	743793	DIAMOND SHAMROCK CHEMICALS CO.
		TE00909	01	743793	743793	DIAMOND SHAMROCK CHEMICALS CO.
FASTAC - AGP/GENTECH INC.	USA	T*01266	01		500423	AGP/GENTECH INC.
FASTAK	USA	TF00119	01	1001383	9439	DIAMOND SHAMROCK CHEMICALS CO
		TF00119	01	1001383	9439	DIAMOND SHAMROCK CHEMICALS CO
FELTMASTER	ASTL MALA NEZE PHIL	TF00929	01		436384	DIAMOND SHAMROCK CHEMICALS CO
		TF00929	01		M/90626	DIAMOND SHAMROCK CHEMICALS CO
		TF00929	01		162121	DIAMOND SHAMROCK CHEMICALS CO
		TF00929	01	35234	48344	DIAMOND SHAMROCK CHEMICALS CO
		TF00929	01	35234	48344	DIAMOND SHAMROCK CHEMICALS CO
		TF00929	01	35234	48344	DIAMOND SHAMROCK CHEMICALS CO

OCC033681

PROCESS CHEMICALS -
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
FELTMASTER	PHIL	TF00929	01	35234	48344	DIAMOND SHAMROCK CHEMICALS CO	
		TF00929	01	35234	48344	DIAMOND SHAMROCK CHEMICALS CO	
		TF00929	01	35234	48344	DIAMOND SHAMROCK CHEMICALS CO	
		TF00929	01	35234	48344	DIAMOND SHAMROCK CHEMICALS CO	
	THAI	TF00929	01	75046	118718	DIAMOND SHAMROCK CHEMICALS CO	
		TF00929	01	75046	118718	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TF00929	01	1174686	226299	DIAMOND SHAMROCK CHEMICALS CO	
		TF00929	01	1174686	226299	DIAMOND SHAMROCK CHEMICALS CO	
		TF00929	01	1174686	226299	DIAMOND SHAMROCK CHEMICALS CO	
		TF00929	01	1174686	226299	DIAMOND SHAMROCK CHEMICALS CO	
	FIBRABON	USA	TF01150	01	1250789	378988	DIAMOND SHAMROCK CHEMICALS CO
			TF01150	01	1250789	378988	DIAMOND SHAMROCK CHEMICALS CO
TF01150			01	1250789	378988	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			01	1250789	378988	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			01	1250789	378988	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			01	1250789	378988	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			02	1327789	465418	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			02	1327789	465418	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			02	1327789	465418	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			02	1327789	465418	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			02	1327789	465418	DIAMOND SHAMROCK CHEMICALS CO	
TF01150			02	1327789	465418	DIAMOND SHAMROCK CHEMICALS CO	
FLOKAN	USA	TF01130	01	1254989	363510	DIAMOND SHAMROCK CHEMICALS CO	
		TF01130	01	1254989	363510	DIAMOND SHAMROCK CHEMICALS CO	
		TF01130	01	1254989	363510	DIAMOND SHAMROCK CHEMICALS CO	
		TF01130	01	1254989	363510	DIAMOND SHAMROCK CHEMICALS CO	
FOAMASTER	ARGE	TF00122	01	1027071	1288096	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	1027071	1288096	DIAMOND SHAMROCK CHEMICALS CO	
	ASTL	TF00122	01	1027071	1288096	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	B247518	B247518	DIAMOND SHAMROCK CHEMICALS CO	
	ASTR	TF00122	01	B247518	B247518	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	84319	AM2187/76	DIAMOND SHAMROCK CHEMICALS CO	
	BELX	TF00122	01	84319	AM2187/76	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	328690	605528	DIAMOND SHAMROCK CHEMICALS CO	
	BOLI	TF00122	01	A-29650	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	A-29650	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TF00122	01	006464238	8768/M-71	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TF00122	01	204324	374260	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	204324	374260	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TF00122	01	278817	1369	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	278817	1369	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	278817	1369	DIAMOND SHAMROCK CHEMICALS CO	
	CHIN	TF00122	01			DIAMOND SHAMROCK CORPORATION	
		TF00122	01	49824	N/A	DIAMOND SHAMROCK CHEMICALS CO	
	CHRO	TF00122	01	49824	N/A	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	78696	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	TF00122	01	43972	34269	DIAMOND SHAMROCK CHEMICALS CO	
	COST	TF00122	01	43972	34269	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	335-1972	1916/71	DIAMOND SHAMROCK CHEMICALS CO	
	DENM	TF00122	01	335-1972	1916/71	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	335-1972	1916/71	DIAMOND SHAMROCK CHEMICALS CO	

OCC033682

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
FOAMASTER	DOMI	TF00122	01	20082	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	20082	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TF00122	01	266/531-32	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	266/531-32	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ELSA	TF00122	01	166	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	166	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	166	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	166	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	166	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	166	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TF00122	01	62566	2050/71	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	62566	2050/71	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TF00122	01	1171704	599000	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	1171704	599000	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TF00122	01	889754	D25542/1WZ	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	889754	D25542/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	GREC	TF00122	01	46085	46085	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	46085	46085	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TF00122	01	25187	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	HOND	TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	18698	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		HONG	TF00122	01	8526/78	154/74
	TF00122		01	8526/78	154/74	DIAMOND SHAMROCK CHEMICALS CO
	INDO	TF00122	01	124988	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	124988	N/A	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TF00122	01	268637	34006 C/71	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	268637	34006 C/71	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	268637	34006 C/71	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	268637	34006 C/71	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TF00122	01	1145011	25425/71	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TF00122	01	22513	1349/1971	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	22513	1349/1971	DIAMOND SHAMROCK CHEMICALS CO
	MALA	TF00122	01		M/90627	DIAMOND SHAMROCK CHEMICALS CO
	MEXI	TF00122	01	165788	50075	DIAMOND SHAMROCK CHEMICALS CO
	NICA	TF00122	01	24825	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TF00122	01	24825	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TF00122	01	83483	107235	DIAMOND SHAMROCK CHEMICALS CO

OCC033683

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
FOAMASTER	NORW	TF00122	01	83483	107235	DIAMOND SHAMROCK CHEMICALS CO	
	PANA	TF00122	01	16360	790	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	16360	790	DIAMOND SHAMROCK CHEMICALS CO	
	PERU	TF00122	01	11156	8812-71	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	11156	8812-71	DIAMOND SHAMROCK CHEMICALS CO	
	PHIL	TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	35397	39806	DIAMOND SHAMROCK CHEMICALS CO	
	PORT	TF00122	01	169173	169173	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	169173	169173	DIAMOND SHAMROCK CHEMICALS CO	
	SPAI	TF00122	01	647511	647511	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	647511	647511	DIAMOND SHAMROCK CHEMICALS CO	
	SWED	TF00122	01	136903	1933771	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	136903	1933771	DIAMOND SHAMROCK CHEMICALS CO	
	SWIT	TF00122	01	252618	2525	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	252618	2525	DIAMOND SHAMROCK CHEMICALS CO	
	THAI	TF00122	01	75045	118716	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	75045	118716	DIAMOND SHAMROCK CHEMICALS CO	
	TRIN	TF00122	01		13238	DIAMOND SHAMROCK CHEMICALS CO	
	TURK	TF00122	01		20515	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	TF00122	01	81077719	1077719	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	81077719	1077719	DIAMOND SHAMROCK CHEMICALS CO	
	URUG	TF00122	01	175048	188874	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	175048	188874	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TF00122	01	909424	366836	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	909424	366836	DIAMOND SHAMROCK CHEMICALS CO	
	YENE	TF00122	01	68737-F	3385	DIAMOND SHAMROCK CHEMICALS CO	
		TF00122	01	68737-F	3385	DIAMOND SHAMROCK CHEMICALS CO	
	VIET	TF00122	01	16272	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
		TF00122	01	16272	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	YUGO	TF00122	01		Z-506/76	DIAMOND SHAMROCK CHEMICALS CO	
	ZURI	TF00122	01	N/A	N/A		
	FOREMUL	USA	TF00123	01	436886	503848	DIAMOND SHAMROCK CHEMICALS CO
			TF00123	01	436886	503848	DIAMOND SHAMROCK CHEMICALS CO
	FOULCIDE W/KATAKANA	JAPA	TF01011	01	1222406	134059/72	SAN NOPCO LIMITED
TF01011			01	1222406	134059/72	SAN NOPCO LIMITED	
TF01011			01	1222406	134059/72	SAN NOPCO LIMITED	
TF01011			02	1108211	134060/72	SAN NOPCO LIMITED	
TF01011			02	1108211	134060/72	SAN NOPCO LIMITED	
FYBROL	ITAL	TF00572	01	236554	N/A	DIAMOND SHAMROCK CHEMICALS CO	
		TF00572	01	236554	N/A	DIAMOND SHAMROCK CHEMICALS CO	
	SWIT	TF00572	01	229516	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	

OCC033684

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
FYBROL	SWIT	TF00572	01	229516	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
GAMMANOL	USA	TG00126	01	503758	531792	DIAMOND SHAMROCK CHEMICALS CO
		TG00126	01	503758	531792	DIAMOND SHAMROCK CHEMICALS CO
GROUTCIDE	USA	TG01191	01	1322928	458983	DIAMOND SHAMROCK CHEMICALS CO
		TG01191	01	1322928	458983	DIAMOND SHAMROCK CHEMICALS CO
		TG01191	01	1322928	458983	DIAMOND SHAMROCK CHEMICALS CO
		TG01191	01	1322928	458983	DIAMOND SHAMROCK CHEMICALS CO
HYONIC	ARGE	TH00145	01	964809	1194453	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	964809	1194453	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TH00145	01	A278973	278973	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	A278973	278973	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TH00145	01	89903	571289	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	89903	571289	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TH00145	01	006868169	32123/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	006868169	32123/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	02	006868193	32128/M-77	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TH00145	02	006868193	32128/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	118580	252283	DIAMOND SHAMROCK CHEMICALS CO
	TH00145	01	118580	252283	DIAMOND SHAMROCK CHEMICALS CO	
		CHIL	01	231687	75465	DIAMOND SHAMROCK CHEMICALS CO
	TH00145	01	231687	75465	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	01	75846	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	DDMI	01		REJECTED	DIAMOND SHAMROCK CORPORATIN	
	ECUA	TH00145	01	284	1750	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	284	1750	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TH00145	01	1146950	545838	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	1146950	545838	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TH00145	01	816905	N8629/34W2	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	816905	N8629/34W2	DIAMOND SHAMROCK CHEMICALS CO
	GREC	TH00145	01	46454	46454	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	46454	46454	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TH00145	01	230034	230034	DIAMOND SHAMROCK CHEMICALS CO
		JAPA	01	1269765	27163/69	DIAMOND SHAMROCK CHEMICALS CO
	TH00145	01	1269765	27163/69	DIAMOND SHAMROCK CHEMICALS CO	
		TH00145	01	1269765	27163/69	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TH00145	01	75792	96474	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	75792	96474	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TH00145	01	845102	845102	DIAMOND SHAMROCK CHEMICALS CO
		TH00145	01	845102	845102	DIAMOND SHAMROCK CHEMICALS CO
	USA	TH00145	01	661756	27811	DIAMOND SHAMROCK CHEMICALS CO
TH00145		01	661756	27811	DIAMOND SHAMROCK CHEMICALS CO	
TH00145		02	1184318	231514	DIAMOND SHAMROCK CHEMICALS CO	
TH00145		02	1184318	231514	DIAMOND SHAMROCK CHEMICALS CO	
TH00145		02	1184318	231514	DIAMOND SHAMROCK CHEMICALS CO	
TH00145		02	1184318	231514	DIAMOND SHAMROCK CHEMICALS CO	
VENE	TH00145	01		8691-80	DIAMOND SHAMROCK CHEMICALS CO	
ICEPHOBE	USA	TIO1115	01	1239886	352378	DIAMOND SHAMROCK CHEMICALS CO
		TIO1115	01	1239886	352378	DIAMOND SHAMROCK CHEMICALS CO

OCC03685

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
ICEPHOBE	USA	T101115	01	1239886	352378	DIAMOND SHAMROCK CHEMICALS CO
		T101115	01	1239886	352378	DIAMOND SHAMROCK CHEMICALS CO
JMY	JAPA	TJ00573	01	869591	50215/64	DIAMOND SHAMROCK CHEMICALS CO
		TJ00573	01	869591	50215/64	DIAMOND SHAMROCK CHEMICALS CO
		TJ00573	01	869591	50215/64	DIAMOND SHAMROCK CHEMICALS CO
KF	BELX	TK00152	01	89917	571307	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TK00152	01	006024904	703552	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TK00152	01	43182	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	ITAL	TK00152	01	215097	73/329	DIAMOND SHAMROCK CORPORATION
	MEXI	TK00152	01	80021	64222	DIAMOND SHAMROCK CHEMICALS CO
	USA	TK00152	02	531067	585666	DIAMOND SHAMROCK CHEMICALS CO
	USA	TK00152	02	531067	585666	DIAMOND SHAMROCK CHEMICALS CO
KFS	JAPA	TK00574	01	695160	50217/64	DIAMOND SHAMROCK CHEMICALS CO
KGL	BRAZ	TK00505	01	006024840	703541	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TK00505	01	207735	80/417	DIAMOND SHAMROCK CORPORATION
KLORAMINE	CANA	TK00525	01	116414	244083	DIAMOND SHAMROCK CANADA LTD
		TK00525	01	116414	244083	DIAMOND SHAMROCK CANADA LTD
KONRITE	COST	TK00158	01	11081	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TK00158	01	11081	N/A	DIAMOND SHAMROCK CHEMICALS CO
	HOND	TK00158	01	14466	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	HAIW	TK00158	01	14/77	14/77	DIAMOND SHAMROCK CHEMICALS CO
		TK00158	01	14/77	14/77	DIAMOND SHAMROCK CHEMICALS CO
	NICA	TK00158	01	16412	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TK00158	01	16412	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	TK00158	01	74/0938	74/0938	DIAMOND SHAMROCK CHEMICALS CO
		TK00158	01	74/0938	74/0938	DIAMOND SHAMROCK CHEMICALS CO
	TRAN	TK00158	01	74/0938	74/0938	DIAMOND SHAMROCK CHEMICALS CO
		USA	TK00158	01	539085	593995
	USA	TK00158	01	539085	593995	DIAMOND SHAMROCK CHEMICALS CO
		TK00158	01	27/77	27/77	DIAMOND SHAMROCK CHEMICALS CO
	ZAMB	TK00158	01	27/77	27/77	DIAMOND SHAMROCK CHEMICALS CO
		TK00158	01	50/77	50/77	DIAMOND SHAMROCK CHEMICALS CO
	ZIMB	TK00158	01	50/77	50/77	DIAMOND SHAMROCK CHEMICALS CO
		TK00158	01	50/77	50/77	DIAMOND SHAMROCK CHEMICALS CO
KROMOID	USA	TK00160	01	78694	039865	DIAMOND SHAMROCK CHEMICALS CO
		TK00160	01	78694	039865	DIAMOND SHAMROCK CHEMICALS CO
LANNAGOL	CANA	TL00529	01	142273	283725	DIAMOND SHAMROCK CANADA LTD
		TL00529	01	142273	283725	DIAMOND SHAMROCK CANADA LTD
LD	BRAZ	TL00506	01	006024815	703535	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TL00506	01	207750	90/418	DIAMOND SHAMROCK CORPORATION
LDC	MEXI	TL00575	01	96899	86575	DIAMOND SHAMROCK CHEMICALS CO
		TL00575	01	96899	86575	DIAMOND SHAMROCK CHEMICALS CO

OCC033686

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
LOMAR	ARGE	TLOO165	01	946988	1171944	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	946988	1171944	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TLOO165	01	A190560	190560	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	84599	AM2188/76	DIAMOND SHAMROCK CHEMICALS CO
	ASTR	TLOO165	01	84599	AM2188/76	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	340320	614586	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TLOO165	01	007218249	941107/M-70	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TLOO165	01	007218249	941107/M-70	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	136933	278241	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TLOO165	01	136933	278241	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01		REJECTED	DIAMOND SHAMROCK CORPORATION
	CHIL	TLOO165	01	145544		DIAMOND SHAMROCK CHEMICALS CO
	CHIN	TLOO165	01	145544		DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01			DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TLOO165	01	39143	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	39143	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TLOO165	01	72387	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TLOO165	01	287	1762	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	287	1762	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TLOO165	01	1056805	285422	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	1056805	285422	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TLOO165	01	1055085	D30509/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TLOO165	01	230031	230031	DIAMOND SHAMROCK CHEMICALS CO
	INDO	TLOO165	01	124987	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	124987	N/A	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TLOO165	01	210593	82/247	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	210593	82/247	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TLOO165	01	783516	38097/65	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	783516	38097/65	DIAMOND SHAMROCK CHEMICALS CO
	TLOO165	TLOO165	01	783516	38097/65	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	783516	38097/65	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TLOO165	01	19009	4760/1968	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	19009	4760/1968	DIAMOND SHAMROCK CHEMICALS CO
	HALA	TLOO165	01		M/90628	DIAMOND SHAMROCK CHEMICALS CO
	MEXI	TLOO165	01	117186	113828	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TLOO165	01	77074	77074	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TLOO165	01	16151	16828	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	16151	16828	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	16151	16828	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	16151	16828	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	16151	16828	DIAMOND SHAMROCK CHEMICALS CO
	SING	TLOO165	01	1992/81	1992/81	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	1992/81	1992/81	DIAMOND SHAMROCK CHEMICALS CO
	SPAI	TLOO165	01	841176	841176	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	841176	841176	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	841176	841176	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	841176	841176	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	841176	841176	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TLOO165	01	283754	3374	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	283754	3374	DIAMOND SHAMROCK CHEMICALS CO
	THAI	TLOO165	01	76792	118707	DIAMOND SHAMROCK CHEMICALS CO
		TLOO165	01	76792	118707	DIAMOND SHAMROCK CHEMICALS CO

OCC033687

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
LOHAR	TRIN	TLO0165	01		13239	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TLO0165	01	845036	845036	DIAMOND SHAMROCK CHEMICALS CO
		TLO0165	01	845036	845036	DIAMOND SHAMROCK CHEMICALS CO
	USA	TLO0165	01	637912	2473	DIAMOND SHAMROCK CHEMICALS CO
		TLO0165	01	637912	2473	DIAMOND SHAMROCK CHEMICALS CO
	VENE	TLO0165	01	59130	1653	DIAMOND SHAMROCK CHEMICALS CO
	YUGO	TLO0165	01	24784	Z-505776	DIAMOND SHAMROCK CHEMICALS CO
		TLO0165	01	24784	Z-505776	DIAMOND SHAMROCK CHEMICALS CO
	ZWWD	TLO0165	01	N/A	N/A	
LUPOMIN	FRAN	TLO0168	01	1055651	284051	DIAMOND SHAMROCK CHEMICALS CO
		TLO0168	01	1055651	284051	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TLO0168	01	878743	878743	DIAMOND SHAMROCK CHEMICALS CO
LUPOSEC	*	TLO0169	*	*	*	*
MARINCIDE W/KATAKANA	JAPA	TMO1012	01	1222407	134061772	SAN NOPCO LIMITED
		TMO1012	01	1222407	134061772	SAN NOPCO LIMITED
		TMO1012	01	1222407	134061772	SAN NOPCO LIMITED
		TMO1012	02	1108212	134062772	SAN NOPCO LIMITED
		TMO1012	02	1108212	134062772	SAN NOPCO LIMITED
METASAP	FRAN	TMO0184	01	1056800	285416	DIAMOND SHAMROCK CHEMICALS CO
		TMO0184	01	1056800	285416	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	TMO0184	01	24791	24791	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TMO0184	01	769573	38098765	DIAMOND SHAMROCK CHEMICALS CO
		TMO0184	01	769573	38098765	DIAMOND SHAMROCK CHEMICALS CO
		TMO0184	01	769573	38098765	DIAMOND SHAMROCK CHEMICALS CO
MINEMASTER	ASTL	TMO1119	01	A374813	374813	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TMO1119	01	88493	2778782	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TMO1119	01	1206492	628459	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TMO1119	01	1048460	D3730971WZ	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TMO1119	01	115337	821309	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	TMO1119	01	8273068	8273068	DIAMOND SHAMROCK CHEMICALS CO
	SWED	TMO1119	01	184483	82-2886	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TMO1119	01	B1174257	1174257	DIAMOND SHAMROCK CHEMICALS CO
MODICOL	ASTL	TMO0196	01	A135845	135845	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TMO0196	01	770321151	770321151	DIAMOND SHAMROCK CHEMICALS CO
		TMO0196	01	770321151	770321151	DIAMOND SHAMROCK CHEMICALS CO
		TMO0196	01	770321151	770321151	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TMO0196	01	198750348	223840	DIAMOND SHAMROCK CHEMICALS CO
	INDO	TMO0196	01	125100	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TMO0196	01	125100	N/A	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TMO0196	01	921658	27164769	DIAMOND SHAMROCK CHEMICALS CO
		TMO0196	01	921658	27164769	DIAMOND SHAMROCK CHEMICALS CO
		TMO0196	01	921658	27164769	DIAMOND SHAMROCK CHEMICALS CO
	USA	TMO0196	01	505919	507333	DIAMOND SHAMROCK CHEMICALS CO
		TMO0196	01	505919	507333	DIAMOND SHAMROCK CHEMICALS CO
MONDE	BRAZ	TMO1061	01	006920489	16590/M-78	DIAMOND SHAMROCK CHEMICALS CO

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

PAGE 10

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
MONDE	BRAZ	TM01061	01	006920489	16590/M-78	DIAMOND SHAMROCK CHEMICALS CO
MONDECON	BRAZ	TM00886	01	007179570	8088/M-79	DIAMOND SHAMROCK CHEMICALS CO
		TM00886	01	007179570	8088/M-79	DIAMOND SHAMROCK CHEMICALS CO
MONOLAN	USA	TM00813A	01	1171835	230607	DIAMOND SHAMROCK CHEMICALS CO
		TM00813A	01	1171835	230607	DIAMOND SHAMROCK CHEMICALS CO
		TM00813A	01	1171835	230607	DIAMOND SHAMROCK CHEMICALS CO
		TM00813A	01	1171835	230607	DIAMOND SHAMROCK CHEMICALS CO
MONOPOLE	USA	TM00197	01	334772	371660	DIAMOND SHAMROCK CHEMICALS CO
		TM00197	01	334772	371660	DIAMOND SHAMROCK CHEMICALS CO
MONOSULPH	ARGE	TM00198	01	964810	1194454	DIAMOND SHAMROCK CHEMICALS CO
		TM00198	01	964810	1194454	DIAMOND SHAMROCK CHEMICALS CO
	CANA	01	194/49357	223789	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	01	75847	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	MEXI	01	79031	64224	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	01	878746	878746	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TM00198	01	406771	464662	DIAMOND SHAMROCK CHEMICALS CO
		TM00198	02	531068	585667	DIAMOND SHAMROCK CHEMICALS CO
		TM00198	02	531068	585667	DIAMOND SHAMROCK CHEMICALS CO
MONOTAN	ARGE	TM00199	01	964811	1194455	DIAMOND SHAMROCK CHEMICALS CO
		TM00199	01	964811	1194455	DIAMOND SHAMROCK CHEMICALS CO
	USA	TM00199	01	612858	666320	DIAMOND SHAMROCK CHEMICALS CO
		TM00199	01	612858	666320	DIAMOND SHAMROCK CHEMICALS CO
MUDMASTER	USA	TM01251	01		529732	DIAMOND SHAMROCK CHEMICALS CO
		TM01251	01		529732	DIAMOND SHAMROCK CHEMICALS CO
MULGOTEX	BRAZ	TM01062	01	006868177	32124/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TM01062	01	006868177	32124/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TM01062	02	006868185	32127/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TM01062	02	006868185	32127/M-77	DIAMOND SHAMROCK CHEMICALS CO
MULSONEATS	CANA	TM00535	01	135740	253448	DIAMOND SHAMROCK CANADA LTD
		TM00535	01	135740	253448	DIAMOND SHAMROCK CANADA LTD
NDW	ITAL	TM00576	01	208328	80/419	DIAMOND SHAMROCK CORPORATION
		JAPA	01	720567	50219/64	DIAMOND SHAMROCK CHEMICALS CO
NEETOL	USA	TM00202	01	243291	261893	DIAMOND SHAMROCK CHEMICALS CO
		TM00202	01	243291	261893	DIAMOND SHAMROCK CHEMICALS CO
NEOCHROME	*	TM00203	*	*	*	*
NEOSAPON	USA	TM00204	01	766576	171104	DIAMOND SHAMROCK CHEMICALS CO
		TM00204	01	766576	171104	DIAMOND SHAMROCK CHEMICALS CO
NEPCO - NIPPON MINING	JAPA	T-01228	01			NIPPON MINING

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE ¹	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NEUTROLENE	USA	TN00207	01	270850	287084	DIAMOND SHAMROCK CHEMICALS CO
		TN00207	01	270850	287084	DIAMOND SHAMROCK CHEMICALS CO
NON-REMET W/KATAKANA	JAPA	TN00672	01	1422647	12063/76	DIAMOND SHAMROCK CHEMICALS CO
		TN00672	01	1422647	12063/76	DIAMOND SHAMROCK CHEMICALS CO
		TN00672	01	1422647	12063/76	DIAMOND SHAMROCK CHEMICALS CO
		TN00672	02	1496473	12064/76	DIAMOND SHAMROCK CHEMICALS CO
		TN00672	02	1496473	12064/76	DIAMOND SHAMROCK CHEMICALS CO
		TN00672	02	1496473	12064/76	DIAMOND SHAMROCK CHEMICALS CO
NOP-CAP	CANA	TN00685	01	194/49388	223826	DIAMOND SHAMROCK CHEMICALS CO
		TN00685	01	194/49388	223826	DIAMOND SHAMROCK CHEMICALS CO
NOP-DRY	CANA	TN00601	01	194/49376	223814	DIAMOND SHAMROCK CHEMICALS CO
		TN00601	01	194/49376	223814	DIAMOND SHAMROCK CHEMICALS CO
NOP-K-PLEX	USA	TN00270	01	785080	193033	DIAMOND SHAMROCK CHEMICALS CO
NOP-SOL	CANA	TN00591	01	194/49375	223813	DIAMOND SHAMROCK CHEMICALS CO
		TN00591	01	194/49375	223813	DIAMOND SHAMROCK CHEMICALS CO
NOP-STRESS	CYPR	TN00568A	01	15805	15805	DIAMOND SHAMROCK CHEMICALS CO
		TRIN	TN00568	01	8540	8540
NOPALCOL	ASTL	TN00210	01	A190569	190569	DIAMOND SHAMROCK CHEMICALS CO
	ASTR	TN00210	01	83822	AM2020/76	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00210	01	341470	614588	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00210	01	006868118	32111/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	01	006868118	32111/M-77	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00210	01	194/49370	223775	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00210	01	92291	158037	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	01	92291	158037	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00210	01	999658	030510/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00210	01	765778	38085/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	01	765778	38085/65	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00210	01	765778	38085/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	01	77065	77065	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TN00210	01	283755	3375	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	01	283755	3375	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00210	01	845103	845103	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	01	845103	845103	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00210	01	406600	464663	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	01	406600	464663	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	02	531069	585668	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	02	531069	585668	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	03	945030	400849	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	03	945030	400849	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	04	1213758	334916	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	04	1213758	334916	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	04	1213758	334916	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	04	1213758	334916	DIAMOND SHAMROCK CHEMICALS CO
		TN00210	04	1213758	334916	DIAMOND SHAMROCK CHEMICALS CO
		YUGO	TN00210	01	24783	Z-504/76

OCC033690

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPALCOL	YUGO	TN00210	01	24783	Z-504/76	DIAMOND SHAMROCK CHEMICALS CO	
NOPCAINE	USA	TN00211	01	572106	630505	DIAMOND SHAMROCK CHEMICALS CO	
		TN00211	01	572106	630505	DIAMOND SHAMROCK CHEMICALS CO	
NOPCAP	CHIN	TN00212	01	145550		DIAMOND SHAMROCK CHEMICALS CO	
		TN00212	01	145550		DIAMOND SHAMROCK CHEMICALS CO	
	USA	TN00212	01	583067	623672	DIAMOND SHAMROCK CHEMICALS CO	
		TN00212	01	583067	623672	DIAMOND SHAMROCK CHEMICALS CO	
NOPCAY	FRAN	TN00213	01	1002706	232461	DIAMOND SHAMROCK CHEMICALS CO	
	GREC	TN00213	01	33688	33688	DIAMOND SHAMROCK CHEMICALS CO	
	LEBA	TN00213	01	41446	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
		TN00213	01	41446	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	USA	TN00213	01	563042	602048	DIAMOND SHAMROCK CHEMICALS CO	
		TN00213	01	563042	602048	DIAMOND SHAMROCK CHEMICALS CO	
	VENE	TN00213	01	34052-F	4472	DIAMOND SHAMROCK CHEMICALS CO	
		TN00213	01	34052-F	4472	DIAMOND SHAMROCK CHEMICALS CO	
	NOPCAY 10 (QUOTES ASSOCIATED)	USA	TN00214	01	575472	622274	DIAMOND SHAMROCK CHEMICALS CO
			TN00214	01	575472	622274	DIAMOND SHAMROCK CHEMICALS CO
NOPCO	ALGE	TN00216	01	32451	11914	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	32451	11914	DIAMOND SHAMROCK CHEMICALS CO	
	ARGE	TN00216	01	998589	1213685	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	998589	1213685	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	998589	1213685	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	978484	1213687	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	978484	1213687	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	978483	1213686	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	978483	1213686	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	978483	1213686	DIAMOND SHAMROCK CHEMICALS CO	
	ASTL	TN00216	01	A135866	135866	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	A272733	272733	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	03	A272734	272734	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	04	A272735	272735	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	A135366	135866	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	02	A272736	272736	DIAMOND SHAMROCK CHEMICALS CO	
	ASTR	TN00216	01	36457	AM344/57	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	36457	AM344/57	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	60049	AM659/67	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	60049	AM659/67	DIAMOND SHAMROCK CHEMICALS CO	
	BELX	TN00216	01	91259	571297	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	91259	571297	DIAMOND SHAMROCK CHEMICALS CO	
	BOLI	TN00216	01	A-31598	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	A-31598	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	A-31599	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	A-31599	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	BOPH	TN00216	01	59/929/1	59/929	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	59/929/1	59/929	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	59/929/2	59/929	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	59/929/2	59/929	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	03	59/929/3	59/929	DIAMOND SHAMROCK CHEMICALS CO	

OCC033691

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FIGURE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCO	BOPH	TN00216	03	59/929/3	59/929	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TN00216	01	002839717	403842	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	002839717	403842	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	720147565	14756/M-72	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	720147565	14756/M-72	DIAMOND SHAMROCK CHEMICALS CO	
	BULG	TN00216	01	5199	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	5199	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	5202	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	5202	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00216	01	198/50255	225591	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TN00216	01	219615	N/A	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	219615	N/A	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	219615	N/A	DIAMOND SHAMROCK CHEMICALS CO	
	CHIN	TN00216	01	145551		DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	145551		DIAMOND SHAMROCK CHEMICALS CO	
	CHRD	TN00216A	01	11004		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	11004		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	10812		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	10812		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	10936		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	10936		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	10937		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	10937		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	04	11029		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	04	11029		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	05	11030		N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	05	11030		N/A	DIAMOND SHAMROCK CHEMICALS CO
		COLO	TN00216	01	40220	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		COST	TN00216	01	40220	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	TN00216		01	18976	11789	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216		01	18976	11789	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216		02	45437	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	CYPR	TN00216	02	45437	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	9830	9830	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	9830	9830	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	9831	9831	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	02	9831	9831	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	03	9832	9832	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	03	9832	9832	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	9833	9833	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	9833	9833	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	9833	9833	DIAMOND SHAMROCK CHEMICALS CO	
	CZEC	TN00216	01	157360	N/A	DIAMOND SHAMROCK CHEMICALS CO	
	DENM	TN00216	01	43/62-36	1782/1959	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	43/62-36	1782/1959	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	43/62-36	1782/1959	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	43/62-36	1782/1959	DIAMOND SHAMROCK CHEMICALS CO	
	DOMI	TN00216	01	13877	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	ECUA	TN00216	01	403/511-13	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	EGYP	TN00216	01	43197	43197	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216	01	43197	43197	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	43198	43198	DIAMOND SHAMROCK CHEMICALS CO	
TN00216A		01	43198	43198	DIAMOND SHAMROCK CHEMICALS CO		
TN00216A		02	43199	43199	DIAMOND SHAMROCK CHEMICALS CO		

OCC033692

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1985

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCO	EGYP	TN00216A	02	43199	43199	DIAMOND SHAMROCK CHEMICALS CO
	ELSA	TN00216X	01	110	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	110	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	110	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	110	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	110	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ETHI	TN00216	01	N/A		DIAMOND SHAMROCK CORPORATION
	FINL	TN00216	01	36605	2664759	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	36605	2664759	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00216	01	1193985	616821	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	1193985	616821	DIAMOND SHAMROCK CHEMICALS CO
	GERE	TN00216A	01	634500	443843	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TN00216	01	720922	N4969/GWZ	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	720922	N4969/GWZ	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	784543	N24W70/63	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	784543	N24W70/63	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	784543	N24W70/63	DIAMOND SHAMROCK CHEMICALS CO
	GREC	TN00216	01	23074	23074	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23074	23074	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TN00216	02	10465	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	10465	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	10465	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	10372	N/A	DIAMOND SHAMROCK CHEMICALS CO
	HAIT	TN00216A	01	10372	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	272767	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	272767	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	272767	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	272767	N/A	DIAMOND SHAMROCK CHEMICALS CO
	HOND	TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	23157	N/A	DIAMOND SHAMROCK CHEMICALS CO
	HONG	TN00216	01	116760	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	116760	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	117760	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	117760	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	HUNG	TN00216	01	118931	278777	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	118931	278777	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00216	01	197408	197408	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	197408	197408	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	197408	197408	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	197409	197409	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	197409	197409	DIAMOND SHAMROCK CHEMICALS CO
	INDO	TN00216	01	124986	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	124986	N/A	DIAMOND SHAMROCK CHEMICALS CO
	IRAN	TN00216A	01	19733	25500	DIAMOND SHAMROCK CORPORATION

OCC033693

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCO	IRAN	TN00216A	01	19733	25500	DIAMOND SHAMROCK CORPORATION
	IREL	TN00216	01	59484	287/57	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	59485	288/57	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	03	59486	289/57	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	78632	1104/71	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	78632	1104/71	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	02	78633	1105/71	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	02	78633	1105/71	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	TN00216	01	17831	17831	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	17831	17831	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	17831	17831	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	17831	17831	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	18831	18831	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TN00216	01	352079	32849 C/77	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	352079	32849 C/77	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	352079	32849 C/77	DIAMOND SHAMROCK CHEMICALS CO
	JAMA	TN00216	01	20079	1/643	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	20079	1/643	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	20079	1/643	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	01	20079	1/643	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	20300	2/322	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	03	20306	3/1781	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	04	20310	4/220	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00216X	02	556565	28052/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	556565	28052/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	556565	28052/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	04	559239	28050/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	04	559239	28050/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	04	559239	28050/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	06	582009	29159/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	06	582009	29159/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	06	582009	29159/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	07	1818128	2267/1981	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	08	1670983	2266/1981	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	08	1670983	2266/1981	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	08	1670983	2266/1981	DIAMOND SHAMROCK CHEMICALS CO
			TN00216X	08	1670983	2266/1981
	JORD	TN00216A	01	9296	9296	DIAMOND SHAMROCK CORPORATION
		TN00216A	01	9296	9296	DIAMOND SHAMROCK CORPORATION
		TN00216A	02	9297	9297	DIAMOND SHAMROCK CORPORATION
		TN00216A	02	9297	9297	DIAMOND SHAMROCK CORPORATION
		TN00216X	01	9295	9295	DIAMOND SHAMROCK CORPORATION
	TN00216X	01	9295	9295	DIAMOND SHAMROCK CORPORATION	
KENY	TN00216A	01	14012	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216A	01	14012	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	14011	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	14011	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
KORS	TN00216X	01	4378	1055/1959	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	4378	1055/1959	DIAMOND SHAMROCK CHEMICALS CO	
LEBA	TN00216X	01	41073	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	41073	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
LIBY	TN00216X	01	4882	3917	DIAMOND SHAMROCK CORPORATION	
	TN00216X	01	4882	3917	DIAMOND SHAMROCK CORPORATION	

OCC033694

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCO	MAIW	TN00216X	01	926/59	926/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	926/59	926/59	DIAMOND SHAMROCK CHEMICALS CO
	MALA	TN00216A	01	M/57809	M/57809	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	M/57809	M/57809	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	M/57805	M/57805	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	M/57805	M/57805	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	M/57806	M/57806	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	M/57806	M/57806	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	M/57807	M/57807	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	M/57807	M/57807	DIAMOND SHAMROCK CHEMICALS CO
MEXI	TN00216A	01	M/57808	M/57808	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	04	M/57808	M/57808	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216A	01	117011	113322	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	79028	64218	DIAMOND SHAMROCK CHEMICALS CO	
NEZE	TN00216X	01	79028	64218	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216A	01	77079	77079	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216A	02	77080	77080	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	63223	63223	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	63223	63223	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	02	77078	77078	DIAMOND SHAMROCK CHEMICALS CO	
NICA	TN00216A	01	9445	394167	DIAMOND SHAMROCK CORPORATION	
	TN00216A	01	9445	394167	DIAMOND SHAMROCK CORPORATION	
	TN00216X	01	9442	394164	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	9442	394164	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	02	9443	394165	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	03	9444	394166	DIAMOND SHAMROCK CHEMICALS CO	
NIGR	TN00216X	03	9444	394166	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	02	17582	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	02	17582	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	99222	762195	DIAMOND SHAMROCK CHEMICALS CO	
NDRW	TN00216X	01	99222	762195	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216A	01	41513	41513	DIAMOND SHAMROCK CHEMICALS CO	
PAKI	TN00216X	01	41514	41514	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	02	41515	41515	DIAMOND SHAMROCK CHEMICALS CO	
PANA	TN00216X	01	6123	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	6123	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
PAPA	TN00216A	01	A2315R	A2315R	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	A2337R	A2337R	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	02	A2313R	A2313R	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	03	A2314R	A2314R	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	04	A2338R	A2338R	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	111688	2385	DIAMOND SHAMROCK CHEMICALS CO	
PARA	TN00216X	01	111688	2385	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216A	01	026555	23525	DIAMOND SHAMROCK CHEMICALS CO	
PERU	TN00216X	01	026266	024112	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	02	026631	24113	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	03	026845	23524	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	04	026554	23523	DIAMOND SHAMROCK CHEMICALS CO	
POLA	TN00216X	01	46195	265938	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	46195	265938	DIAMOND SHAMROCK CHEMICALS CO	
PORT	TN00216X	01	145654	145654	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X	01	145654	145654	DIAMOND SHAMROCK CHEMICALS CO	

OCC033695

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCO	RUMA	TN00216X	01	R2704	11963	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	R2704	11963	DIAMOND SHAMROCK CHEMICALS CO	
	SING	TN00216A	01	52742	52742	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	52742	52742	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	52738	52738	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	52738	52738	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	02	52739	52739	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	02	52739	52739	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	03	52740	52740	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	03	52740	52740	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	04	52741	52741	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	04	52741	52741	DIAMOND SHAMROCK CHEMICALS CO	
		SOUA	TN00216X	01	59192911	59192911	DIAMOND SHAMROCK CHEMICALS CO
			TN00216X	01	59192911	59192911	DIAMOND SHAMROCK CHEMICALS CO
			TN00216X	02	59192912	59192912	DIAMOND SHAMROCK CHEMICALS CO
			TN00216X	02	59192912	59192912	DIAMOND SHAMROCK CHEMICALS CO
	TN00216X		03	59192913	59192913	DIAMOND SHAMROCK CHEMICALS CO	
	TN00216X		03	59192913	59192913	DIAMOND SHAMROCK CHEMICALS CO	
	SPAI	TN00216X	01	435773	435773	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	435773	435773	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	435773	435773	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	435773	435773	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	02	435774	435774	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	02	435774	435774	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	02	435774	435774	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	02	435774	435774	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	03	519701	519701	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	03	519701	519701	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	04	519702	519702	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	04	519702	519702	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	04	519702	519702	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	04	519702	519702	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	05	519703	519703	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	05	519703	519703	DIAMOND SHAMROCK CHEMICALS CO	
	SWED	TN00216X	01	90084	788759	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	90084	788759	DIAMOND SHAMROCK CHEMICALS CO	
	SWIT	TN00216X	01	287273	760	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216X	01	287273	760	DIAMOND SHAMROCK CHEMICALS CO	
	SYRI	TN00216X	01	7229	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
		TN00216X	01	7229	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	TANZ	TN00216A	01	10214	10214	DIAMOND SHAMROCK CHEMICALS CO	
		TN00216A	01	10214	10214	DIAMOND SHAMROCK CHEMICALS CO	
TN00216X		01	10213	10213	DIAMOND SHAMROCK CHEMICALS CO		
TN00216X		01	10213	10213	DIAMOND SHAMROCK CHEMICALS CO		
THAI	TN00216X	01	90655	118712	DIAMOND SHAMROCK CHEMICALS CO		
	TN00216X	01	90655	118712	DIAMOND SHAMROCK CHEMICALS CO		
TRAN	TN00216X	01	59192911	591929	DIAMOND SHAMROCK CHEMICALS CO		
	TN00216X	01	59192911	591929	DIAMOND SHAMROCK CHEMICALS CO		
	TN00216X	02	59192912	591929	DIAMOND SHAMROCK CHEMICALS CO		
	TN00216X	02	59192912	591929	DIAMOND SHAMROCK CHEMICALS CO		
	TN00216X	03	59192913	591929	DIAMOND SHAMROCK CHEMICALS CO		
	TN00216X	03	59192913	591929	DIAMOND SHAMROCK CHEMICALS CO		

OCC03696

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCO	TRIN	TN00216X	01		13240	DIAMOND SHAMROCK CHEMICALS CO
	TURK	TN00216X	01	76656	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	76656	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	02	763707	763707	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00216	02	763707	763707	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	03	763708	763708	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	03	763708	763708	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	04	763709	763709	DIAMOND SHAMROCK CHEMICALS CO
		TN00216	04	763709	763709	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	977707	977707	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	01	977707	977707	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	02	977704	977704	DIAMOND SHAMROCK CHEMICALS CO
		TN00216A	02	977704	977704	DIAMOND SHAMROCK CHEMICALS CO
		URUG	TN00216A	01	137417	145569
	TN00216X		01	173958	187676	DIAMOND SHAMROCK CHEMICALS CO
	TN00216X		01	173958	187676	DIAMOND SHAMROCK CHEMICALS CO
	TN00216X		02	137418	145568	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00216X	01	121927	108698	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	121927	108698	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	556194	585483	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	556194	585483	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	580672	606791	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	580672	606791	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	04	659679	18452	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	04	659679	18452	DIAMOND SHAMROCK CHEMICALS CO
	USSR	TN00216X	01	33136	45399	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	33136	45399	DIAMOND SHAMROCK CHEMICALS CO
	VEND	TN00216X	01	591929/1	591929	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	591929/1	591929	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	591929/2	591929	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	591929/2	591929	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	591929/3	591929	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	03	591929/3	591929	DIAMOND SHAMROCK CHEMICALS CO
	VENE	TN00216X	01	34996-F	5231	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	34996-F	5231	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	77703-F	5232	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	02	77703-F	5232	DIAMOND SHAMROCK CHEMICALS CO
	VIET	TN00216X	01	16273		DIAMOND SHAMROCK CORPORATION
		TN00216X	01	16273		DIAMOND SHAMROCK CORPORATION
	YUGO	TN00216X	01	16982	Z-127/66	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	16982	Z-127/66	DIAMOND SHAMROCK CHEMICALS CO
	ZAMB	TN00216X	01	926/59	926/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	926/59	926/59	DIAMOND SHAMROCK CHEMICALS CO
	ZIMB	TN00216X	01	926/59	926/59	DIAMOND SHAMROCK CHEMICALS CO
		TN00216X	01	926/59	926/59	DIAMOND SHAMROCK CHEMICALS CO
	ZURI	TN00216X	01	NONE	NONE	
	ZWWD	TN00216X	01	NONE	NONE	
NOPCO (OVAL DESIGN)	BELX	TN00217A	01	91260	571298	DIAMOND SHAMROCK CHEMICALS CO
	BULG	TN00217A	01	5200	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00217A	01	5200	N/A	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00217	01	196/43072	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO

OCC033697

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCO (OVAL DESIGN)	CANADA	TN00217	01	196743072	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	02	198750252	225591	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	03	198750258	225601	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	04	200750782	225602	DIAMOND SHAMROCK CHEMICALS CO
	ITALY	TN00217	01	196834	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	01	795482	33263/66	DIAMOND SHAMROCK CHEMICALS CO
	JAPAN	TN00217	01	795482	33263/66	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	01	795482	33263/66	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00217	02	539973	583490	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	02	539973	583490	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	03	555380	606790	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	03	555380	606790	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	04	571211	606792	DIAMOND SHAMROCK CHEMICALS CO
		TN00217	04	571211	606792	DIAMOND SHAMROCK CHEMICALS CO
NOPCO BF	BRAZIL	TN01074	01	006435998	9954/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TN01074	02	006436005	9955/M-75	DIAMOND SHAMROCK CHEMICALS CO
NOPCO CARDEX	ITALY	TN00513	01	310999	34485 C/74	DIAMOND SHAMROCK CHEMICALS CO
		TN00513	01	310999	34485 C/74	DIAMOND SHAMROCK CHEMICALS CO
		TN00513	02		34346C/81	DIAMOND SHAMROCK CHEMICALS CO
NOPCO COLOR-SPERSE	AUSTRALIA	TN00692	01	84320	AM2670/76	DIAMOND SHAMROCK CHEMICALS CO
		TN00692	01	84320	AM2670/76	DIAMOND SHAMROCK CHEMICALS CO
	BELGIUM	TN00692	01	340874	615539	DIAMOND SHAMROCK CHEMICALS CO
	GERMANY	TN00692	01	956377	030627/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	SWITZERLAND	TN00692	01	284851	4574	DIAMOND SHAMROCK CHEMICALS CO
	TN00692	01	284851	4574	DIAMOND SHAMROCK CHEMICALS CO	
	ZURICH	TN00692	01	NONE	NONE	
NOPCO CONDIL MV	ITALY	TN00514	01	310746	34486 C/74	DIAMOND SHAMROCK CHEMICALS CO
		TN00514	01	310746	34486 C/74	DIAMOND SHAMROCK CHEMICALS CO
NOPCO CTC	BOLIVIA	TN00613	01	C-31395	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	BRAZIL	TN00613	01	006228500	926550/M-70	DIAMOND SHAMROCK CHEMICALS CO
		TN00613	01	006228500	926550/M-70	DIAMOND SHAMROCK CHEMICALS CO
	CHILE	TN00613	01	193022	4909	DIAMOND SHAMROCK CHEMICALS CO
	CHROMIA	TN00613	01	61277	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00613	01	61277	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLOMBIA	TN00613	01	85032	140171	DIAMOND SHAMROCK CORPORATION
	COSTA RICA	TN00613	01	47187	38143	DIAMOND SHAMROCK CHEMICALS CO
		TN00613	01	47187	38143	DIAMOND SHAMROCK CHEMICALS CO
	GREECE	TN00613	01	52041	52041	DIAMOND SHAMROCK CHEMICALS CO
	HONG KONG	TN00613	01	9090F1974	240/74	DIAMOND SHAMROCK CHEMICALS CO
		TN00613	01	9090F1974	240/74	DIAMOND SHAMROCK CHEMICALS CO
	ISRAEL	TN00613	01	36416	36416	DIAMOND SHAMROCK CHEMICALS CO
		TN00613	01	36416	36416	DIAMOND SHAMROCK CHEMICALS CO
	MALAYSIA	TN00613	01	M/57571	M/57571	DIAMOND SHAMROCK CHEMICALS CO
		TN00613	01	M/57571	M/57571	DIAMOND SHAMROCK CHEMICALS CO
	PERU	TN00613	01	040360	43931	DIAMOND SHAMROCK CHEMICALS CO
		TN00613	02	41500	46186	DIAMOND SHAMROCK CHEMICALS CO
	SINGAPORE	TN00613	01	52527	52527	DIAMOND SHAMROCK CHEMICALS CO

OCC033698

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCO CTC	SING	TN00613	01	52527	52527	DIAMOND SHAMROCK CHEMICALS CO
	THAI	TN00613	01	47325	72867	DIAMOND SHAMROCK CORPORATION
	URUG	TN00613	01	136747	143680	DIAMOND SHAMROCK CHEMICALS CO
NOPCO CTC AND DESIGN	PORT	TN00222	01	182815	182815	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00222	01	862072	257722	DIAMOND SHAMROCK CHEMICALS CO
		TN00222	01	862072	257722	DIAMOND SHAMROCK CHEMICALS CO
NOPCO ESI	ASTL	TN00224	01	A191511	191511	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00224	01	119489	256113	DIAMOND SHAMROCK CHEMICALS CO
		TN00224	01	119489	256113	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00224	01	869592	38073765	DIAMOND SHAMROCK CHEMICALS CO
		TN00224	01	869592	38073765	DIAMOND SHAMROCK CHEMICALS CO
		TN00224	01	869592	38073765	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00224	01	77317	77317	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	TN00224	01	7470939	7470939	DIAMOND SHAMROCK CHEMICALS CO
NOPCO FOAMASTER	NEZE	TN00654	01	96601	96601	DIAMOND SHAMROCK CHEMICALS CO
		TN00654	01	96601	96601	DIAMOND SHAMROCK CHEMICALS CO
	SING	TN00654	01	52743	52743	DIAMOND SHAMROCK CHEMICALS CO
		TN00654	01	52743	52743	DIAMOND SHAMROCK CHEMICALS CO
NOPCO FUA	CANA	TN00230	01	119580	256108	DIAMOND SHAMROCK CHEMICALS CO
		TN00230	01	119580	256108	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00230	01	624277	687715	DIAMOND SHAMROCK CHEMICALS CO
		TN00230	01	624277	687715	DIAMOND SHAMROCK CHEMICALS CO
NOPCO IN KATAKANA	JAPA	TN00557	01	792872	39507766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	01	792872	39507766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	01	792872	39507766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	02	794899	39509766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	02	794899	39509766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	02	794899	39509766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	03	848876	39510766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	03	848876	39510766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	03	848876	39510766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	04	915995	39506766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	04	915995	39506766	DIAMOND SHAMROCK CHEMICALS CO
		TN00557	04	915995	39506766	DIAMOND SHAMROCK CHEMICALS CO
NOPCO JMK	CANA	TN00232	01	119487	256110	DIAMOND SHAMROCK CHEMICALS CO
		TN00232	01	119487	256110	DIAMOND SHAMROCK CHEMICALS CO
NOPCO JMY	CANA	TN00234	01	119488	256111	DIAMOND SHAMROCK CHEMICALS CO
		TN00234	01	119488	256111	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00234	01	869593	38074765	DIAMOND SHAMROCK CHEMICALS CO
		TN00234	01	869593	38074765	DIAMOND SHAMROCK CHEMICALS CO
		TN00234	01	869593	38074765	DIAMOND SHAMROCK CHEMICALS CO
NOPCO KCT	CANA	TN00235	01	119486	256109	DIAMOND SHAMROCK CHEMICALS CO
		TN00235	01	119486	256109	DIAMOND SHAMROCK CHEMICALS CO

OCC033699

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCO KF	BELX	TN00236	01	89912	571300	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TN00236	01	006024890	703551	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00236	01	194749356	223788	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	TN00236	01	43183	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	GERW	TN00236	01	818796	913376	DIAMOND SHAMROCK CHEMICALS CO	
	INDI	TN00236	01	197411	197411	DIAMOND SHAMROCK CHEMICALS CO	
			TN00236	01	197411	197411	DIAMOND SHAMROCK CHEMICALS CO
		JAPA	TN00236	01	792482	38075765	DIAMOND SHAMROCK CHEMICALS CO
			TN00236	01	792482	38075765	DIAMOND SHAMROCK CHEMICALS CO
			TN00236	01	792482	38075765	DIAMOND SHAMROCK CHEMICALS CO
		SOUA	TN00236	01	6270222	6270222	DIAMOND SHAMROCK CHEMICALS CO
		USA	TN00236	02	531070	585669	DIAMOND SHAMROCK CHEMICALS CO
			TN00236	02	531070	585669	DIAMOND SHAMROCK CHEMICALS CO
	NOPCO KF FLUSSIG	GERW	TN00608	01	815773	N913476	DIAMOND SHAMROCK CHEMICALS CO
NOPCO KFS	BRAZ	TN00577	01	006934170	26016/H-78	DIAMOND SHAMROCK CHEMICALS CO	
		TN00577	01	006934170	26016/H-78	DIAMOND SHAMROCK CHEMICALS CO	
	GERW	TN00577	01	818797	913376	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TN00577	01	869594	38076765	DIAMOND SHAMROCK CHEMICALS CO	
			TN00577	01	869594	38076765	DIAMOND SHAMROCK CHEMICALS CO
			TN00577	01	869594	38076765	DIAMOND SHAMROCK CHEMICALS CO
		SOUA	TN00577	01	6270223	6270223	DIAMOND SHAMROCK CHEMICALS CO
	ZURI	TN00577	01	NONE	NONE		
NOPCO KGL	BRAZ	TN00507	01	006024858	703542	DIAMOND SHAMROCK CHEMICALS CO	
	SOUA	TN00507	01	7470940	7470940	DIAMOND SHAMROCK CHEMICALS CO	
NOPCO LD	BRAZ	TN00508	01	006024807	703534	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TN00508	01	869595	38079765	DIAMOND SHAMROCK CHEMICALS CO	
		TN00508	01	869595	38079765	DIAMOND SHAMROCK CHEMICALS CO	
		TN00508	01	869595	38079765	DIAMOND SHAMROCK CHEMICALS CO	
NOPCO LDC	ASTL	TN00240	01	A278976	278976	DIAMOND SHAMROCK CHEMICALS CO	
		TN00240	01	A278976	278976	DIAMOND SHAMROCK CHEMICALS CO	
	BELX	TN00240	01	89913	571302	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00240	01	105870	232232	DIAMOND SHAMROCK CHEMICALS CO	
		TN00240	01	105870	232232	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	TN00240	01	77509	126621	DIAMOND SHAMROCK CHEMICALS CO	
		TN00240	01	77509	126621	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TN00240	01	869596	38080765	DIAMOND SHAMROCK CHEMICALS CO	
		TN00240	01	869596	38080765	DIAMOND SHAMROCK CHEMICALS CO	
		TN00240	01	869596	38080765	DIAMOND SHAMROCK CHEMICALS CO	
		SOUA	TN00240	01	6270743	6270743	DIAMOND SHAMROCK CHEMICALS CO
			TN00240	01	6270743	6270743	DIAMOND SHAMROCK CHEMICALS CO
			TN00240	01	6270743	6270743	DIAMOND SHAMROCK CHEMICALS CO
NOPCO LDF	CANA	TN00241	01	119581	256112	DIAMOND SHAMROCK CHEMICALS CO	
		TN00241	01	119581	256112	DIAMOND SHAMROCK CHEMICALS CO	
NOPCO LDV	CANA	TN00243	01	119582	256114	DIAMOND SHAMROCK CHEMICALS CO	
		TN00243	01	119582	256114	DIAMOND SHAMROCK CHEMICALS CO	
NOPCO LGN	MEXI	TN00666	01	105788	98542	DIAMOND SHAMROCK CHEMICALS CO	

OCC033700

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCO NDW	ASTL	TN00578	01	4191510	191510	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00578	01	006934196	26018/M-78	DIAMOND SHAMROCK CHEMICALS CO
		TN00578	01	006934196	26018/M-78	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00578	01	76201	126534	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00578	01	829906	963676WZ	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00578	01	869597	38081/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00578	01	869597	38081/65	DIAMOND SHAMROCK CHEMICALS CO
	TN00578	01	869597	38081/65	DIAMOND SHAMROCK CHEMICALS CO	
	NEZE	TN00578	01	77316	77316	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	TN00578	01	74/0941	74/0941	DIAMOND SHAMROCK CHEMICALS CO
	NOPCO NXZ	ASTL	TN00579	01	A278977	278977
TN00579		01	A278977	278977	DIAMOND SHAMROCK CHEMICALS CO	
BRAZ		TN00579	01	006934200	26019/M-78	DIAMOND SHAMROCK CHEMICALS CO
		TN00579	01	006934200	26019/M-78	DIAMOND SHAMROCK CHEMICALS CO
GERW		TN00579	01	830203	963876WZ	DIAMOND SHAMROCK CHEMICALS CO
JAPA		TN00579	01	869598	38083/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00579	01	869598	38083/65	DIAMOND SHAMROCK CHEMICALS CO
TN00579		01	869598	38083/65	DIAMOND SHAMROCK CHEMICALS CO	
SOUA		TN00579	01	74/0942	74/0942	DIAMOND SHAMROCK CHEMICALS CO
ZURI		TN00579	01	NONE	NONE	
NOPCO PD	BRAZ	TN00580	01	006024823	703536	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00580	01	869599	38084/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00580	01	869599	38084/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00580	01	869599	38084/65	DIAMOND SHAMROCK CHEMICALS CO
NOPCO QUIX	NORW	TN00597	01	92878	118910	DIAMOND SHAMROCK CHEMICALS CO
	SWED	TN00597	01	149116	2575774	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TN00597	01	272744	2525	DIAMOND SHAMROCK CHEMICALS CO
	VENE	TN00597	01	80315-F	4871	DIAMOND SHAMROCK CHEMICALS CO
NOPCO SENKO	NORW	TN00593	01	66154	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
NOPCO SENKO AND DESIGN	NORW	TN00592	01	66155	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
NOPCO STATIC KU	ITAL	TN00515	01	310998	34484 C/74	DIAMOND SHAMROCK CHEMICALS CO
		TN00515	01	310998	34484 C/74	DIAMOND SHAMROCK CHEMICALS CO
NOPCO SUPERCLEAR	HONG	TN00606	01	1283/1974	163/74	DIAMOND SHAMROCK CHEMICALS CO
	TN00606	01	1283/1974	163/74	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	TN00606	01	A1079146	1079146	DIAMOND SHAMROCK CORPORATION
NOPCO U.N.F.-40	MALA	TN00584	01	M/58106	M/58106	DIAMOND SHAMROCK CHEMICALS CO
		TN00584	01	M/58106	M/58106	DIAMOND SHAMROCK CHEMICALS CO
	SING	TN00584	01	53062	53062	DIAMOND SHAMROCK CHEMICALS CO
		TN00584	01	53062	53062	DIAMOND SHAMROCK CHEMICALS CO
NOPCO WORSTED OIL 12	ASTL	TN00588	01	A240998	240998	DIAMOND SHAMROCK CHEMICALS CO
	TN00588	01	A240998	240998	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TN00588	01	869600	38094/65	DIAMOND SHAMROCK CHEMICALS CO

OCC033701

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCO WORSTED OIL 12	JAPA	TN00588	01	869600	38094/65	DIAMOND SHAMROCK CHEMICALS CO	
		TN00588	01	869600	38094/65	DIAMOND SHAMROCK CHEMICALS CO	
	SOUA UNKG	TN00588	01	7470943	7470943	DIAMOND SHAMROCK CHEMICALS CO	
		TN00588	01	788362	788362	DIAMOND SHAMROCK CHEMICALS CO	
		TN00588	01	788362	788362	DIAMOND SHAMROCK CHEMICALS CO	
NOPCO 100	CANA	TN00516	01	194749383	223821	DIAMOND SHAMROCK CHEMICALS CO	
		TN00516	01	194749383	223821	DIAMOND SHAMROCK CHEMICALS CO	
NOPCO-PAK	ARGE	TN00247	01	978482	1213684	DIAMOND SHAMROCK CHEMICALS CO	
		TN00247	01	978482	1213684	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00247	01	115565	249948	DIAMOND SHAMROCK CHEMICALS CO	
		TN00247	01	115565	249948	DIAMOND SHAMROCK CHEMICALS CO	
	EGYP	TN00247	01	52483	52483	DIAMOND SHAMROCK CHEMICALS CO	
	GHAN	TN00247	01	20809	20809	DIAMOND SHAMROCK CORPORATION	
	GREC	TN00247	01	33687	33687	DIAMOND SHAMROCK CHEMICALS CO	
	HAIT	TN00247	01	164759	2821	DIAMOND SHAMROCK CHEMICALS CO	
	HONG	TN00247	01	1752771	442K/71	DIAMOND SHAMROCK CORPORATION	
	INDI	TN00247	01	230023	230023	DIAMOND SHAMROCK CHEMICALS CO	
	IRAN	TN00247	01	44238	62709	DIAMOND SHAMROCK CORPORATION	
	ITAL	TN00247	01	355635	34811/77	DIAMOND SHAMROCK CHEMICALS CO	
	NICA	TN00247	01	20767	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
		TN00247	01	20767	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	PERU	TN00247	01	023818	20755	DIAMOND SHAMROCK CHEMICALS CO	
	URUG	TN00247	01	142021	136789	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TN00247	01	622958	690398	DIAMOND SHAMROCK CHEMICALS CO	
		TN00247	01	622958	690398	DIAMOND SHAMROCK CHEMICALS CO	
	NOPCO-R	CANA	TN00248	01	194749387	223825	DIAMOND SHAMROCK CHEMICALS CO
			TN00248	01	194749387	223825	DIAMOND SHAMROCK CHEMICALS CO
USA		TN00248	01	554715	606794	DIAMOND SHAMROCK CHEMICALS CO	
		TN00248	01	554715	606794	DIAMOND SHAMROCK CHEMICALS CO	
NOPCO-SOLVE	BRAZ	TN00845	01	006934226	26021/M-78	DIAMOND SHAMROCK CHEMICALS CO	
		TN00845	01	006934226	26021/M-78	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOBOND	ASTL	TN00218	01	A262411	262411	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	A262411	262411	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TN00218	01	006200559	22402/M-72	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00218	01	217639	390937	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	217639	390937	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TN00218	01	275020	17669	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	275020	17669	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	275020	17669	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	TN00218	01	90340	158041	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	90340	158041	DIAMOND SHAMROCK CHEMICALS CO	
	FINL	TN00218	01	69994	2813/74	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	69994	2813/74	DIAMOND SHAMROCK CHEMICALS CO	
	FRAN	TN00218	01	1055654	284055	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	1055654	284055	DIAMOND SHAMROCK CHEMICALS CO	
	INDO	TN00218	01	117671	N/A	DIAMOND SHAMROCK CHEMICALS CO	
		TN00218	01	117671	N/A	DIAMOND SHAMROCK CHEMICALS CO	

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOBOND	ITAL	TN00218	01	291278	32878 C/73	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	01	291278	32878 C/73	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	02	366524	34738 C/78	DIAMOND SHAMROCK CHEMICALS CO
	MALA	TN00218	01		M/90632	DIAMOND SHAMROCK CHEMICALS CO
		MORO	TN00218	01	23898	PY118
	NEZE	TN00218	01	23898	PY118	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	01	101977	101977	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TN00218	01	101977	101977	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	01	89238	113713	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TN00218	01	89238	113713	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	01	34135	48341	DIAMOND SHAMROCK CHEMICALS CO
	THAI	TN00218	01	75054	118715	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	01	75054	118715	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00218	01	1001707	1001707	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	01	1001707	1001707	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00218	01	577867	609692	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	01	577867	609692	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	02	853931	291662	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	02	853931	291662	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	03	1017224	23446	DIAMOND SHAMROCK CHEMICALS CO
		TN00218	03	1017224	23446	DIAMOND SHAMROCK CHEMICALS CO
	YUGO	TN00218	01	21321	Z-16/73	DIAMOND SHAMROCK CHEMICALS CO
	ZWWD	TN00218	03			
NOPCOBOND W-KATAKANA	JAPA	TN00558	01	1763772	89784/81	DIAMOND SHAMROCK CHEMICALS CO
		TN00558	01	1763772	89784/81	DIAMOND SHAMROCK CHEMICALS CO
NOPCOCASTOR	CANA	TN00219	01	194/49372	223786	DIAMOND SHAMROCK CHEMICALS CO
		FRAN	TN00219	01	1055648	284048
	JAPA	TN00219	01	1055648	284048	DIAMOND SHAMROCK CHEMICALS CO
		TN00219	01	1362641	27167/69	DIAMOND SHAMROCK CHEMICALS CO
		TN00219	01	1362641	27167/69	DIAMOND SHAMROCK CHEMICALS CO
		TN00219	01	1362641	27167/69	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00219	01	878737	878737	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00219	01	571397	630786	DIAMOND SHAMROCK CHEMICALS CO
		TN00219	01	571397	630786	DIAMOND SHAMROCK CHEMICALS CO
	NOPCOHEX	ALGE	TN00220A	01	32444	736/81
ARGE			TN00220	01	964812	1194456
BELX		TN00220	01	964812	1194456	DIAMOND SHAMROCK CHEMICALS CO
		TN00220A	01	377582	647074	DIAMOND SHAMROCK CHEMICALS CO
CHIN		TN00220A	01	177988	N/A	DIAMOND SHAMROCK CHEMICALS CO
EGYP		TN00220A	01		60087	DIAMOND SHAMROCK CHEMICALS CO
		FRAN	TN00220	01	1124968	545839
INDO		TN00220	01	1124968	545839	DIAMOND SHAMROCK CHEMICALS CO
		TN00220A	01	164346	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
ITAL		TN00220	01	210594	82/248	DIAMOND SHAMROCK CHEMICALS CO
		JAPA	TN00220	01	765779	38086/65
LIBY		TN00220	01	765779	38086/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00220	01	765779	38086/65	DIAMOND SHAMROCK CHEMICALS CO
NIGR		TN00220A	01		UNKNOWN	DIAMOND SHAMROCK CORPORATION
		TN00220A	01		41647	DIAMOND SHAMROCK CHEMICALS CO

OCC033703

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOCHEX	NORW	TN00220A	01	113774	913493	DIAMOND SHAMROCK CHEMICALS CO
	OAPI	TN00220A	01	22247	72376	DIAMOND SHAMROCK CHEMICALS CO
	TUNI	TN00220A	01	217782	217782	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00220	01	878748	878748	DIAMOND SHAMROCK CHEMICALS CO
		TN00220A	01		1166585	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00220	01	625201	688562	DIAMOND SHAMROCK CHEMICALS CO
		TN00220	01	625201	688562	DIAMOND SHAMROCK CHEMICALS CO
NOPCOCIOE	ALGE	TN00221A	01	32445	77312	DIAMOND SHAMROCK CHEMICALS CO
	ARGE	TN00221	01		1316816	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TN00221	01	A262410	262410	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	A262410	262410	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00221A	01	377580	647072	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00221	01	006934161	26015/M-78	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	006934161	26015/M-78	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00221	01	256283	456026	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	256283	456026	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TN00221	01	261379	102180	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	261379	102180	DIAMOND SHAMROCK CHEMICALS CO
	CHIN	TN00221A	01	177987	N/A	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00221	01	64023	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	64023	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00221	01	90916	158045	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	90916	158045	DIAMOND SHAMROCK CHEMICALS CO
	DOMI	TN00221	01	37742	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	37742	N/A	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00221	01	300	1766	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	300	1766	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	02	282	1767	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	02	282	1767	DIAMOND SHAMROCK CHEMICALS CO
	EGYP	TN00221A	01		60085	DIAMOND SHAMROCK CHEMICALS CO
		TN00221A	02		60086	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TN00221	01	44409	3164763	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00221	01	1124969	545840	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	1124969	545840	DIAMOND SHAMROCK CHEMICALS CO
	INDO	TN00221A	01	164410	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TN00221	01	31820	4947/1972	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	31820	4947/1972	DIAMOND SHAMROCK CHEMICALS CO
	LIBY	TN00221A	01		UNKNOWN	DIAMOND SHAMROCK CORPORATION
		TN00221A	02		UNKNOWN	DIAMOND SHAMROCK CORPORATION
	MALA	TN00221	01		M/90630	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00221	01	101978	101978	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	101978	101978	DIAMOND SHAMROCK CHEMICALS CO
	NIGR	TN00221A	01		41559	DIAMOND SHAMROCK CHEMICALS CO
		TN00221A	02		42094782	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TN00221	01	63978	80560	DIAMOND SHAMROCK CHEMICALS CO
		TN00221A	01	113775	813494	DIAMOND SHAMROCK CHEMICALS CO
	OAPI	TN00221A	01	22250	72379	DIAMOND SHAMROCK CHEMICALS CO
PHIL	TN00221	01		48343	DIAMOND SHAMROCK CHEMICALS CO	
SING	TN00221	01		1993/81	DIAMOND SHAMROCK CHEMICALS CO	
SPAI	TN00221	01	841170	841170	DIAMOND SHAMROCK CHEMICALS CO	
	TN00221	01	841170	841170	DIAMOND SHAMROCK CHEMICALS CO	

OCC033704

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT. FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOCIDE	SPAI	TN00221	01	841170	841170	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	841170	841170	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	841170	841170	DIAMOND SHAMROCK CHEMICALS CO
	SWED	TN00221	01	109132	3572763	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	109132	3572763	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	75055	118714	DIAMOND SHAMROCK CHEMICALS CO
	THAI	TN00221	01	75055	118714	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	75055	118714	DIAMOND SHAMROCK CHEMICALS CO
	TUNI	TN00221A	01	218782	218782	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00221	01	1079148	1079148	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	1079148	1079148	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00221A	01	1166586	1166586	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	574965	629179	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	01	574965	629179	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	02	985279	441021	DIAMOND SHAMROCK CHEMICALS CO
		TN00221	02	985279	441021	DIAMOND SHAMROCK CHEMICALS CO
NOPCOCIDE W-KATAKANA	JAPA	TN00559	01	1329845	13912472	DIAMOND SHAMROCK CHEMICALS CO
		TN00559	01	1329845	13912472	DIAMOND SHAMROCK CHEMICALS CO
		TN00559	01	1329845	13912472	DIAMOND SHAMROCK CHEMICALS CO
NOPCODRAW	USA	TN00223	01	816506	230874	DIAMOND SHAMROCK CHEMICALS CO
		TN00223	01	816506	230874	DIAMOND SHAMROCK CHEMICALS CO
NOPCOFERM	USA	TN00225	01	853078	289859	DIAMOND SHAMROCK CHEMICALS CO
		TN00225	01	853078	289859	DIAMOND SHAMROCK CHEMICALS CO
NOPCOFLOC	ARGE	TN00226	01	1035457	1288173	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	1035457	1288173	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TN00226	01	A247519	247519	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	A247519	247519	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00226	01	006142028	15633/M-71	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TN00226	01	252520	66914-B	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	252520	66914-B	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00226	01	50809	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	50809	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00226	01	78697	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	COST	TN00226	01	43899	34267	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	43899	34267	DIAMOND SHAMROCK CHEMICALS CO
	DENM	TN00226	01	161-1972	191771	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	161-1972	191771	DIAMOND SHAMROCK CHEMICALS CO
	DOMI	TN00226	01	20083	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	20083	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00226	01	265/529-30	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	265/529-30	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TN00226	01	62824	185571	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00226	01	1171703	598999	DIAMOND SHAMROCK CHEMICALS CO
		TN00226	01	1171703	598999	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TN00226	01	889753	D25484/TWZ	DIAMOND SHAMROCK CHEMICALS CO
TN00226		01	889753	D25484/TWZ	DIAMOND SHAMROCK CHEMICALS CO	
GREC	TN00226	01	46086	46086	DIAMOND SHAMROCK CHEMICALS CO	
	TN00226	01	46086	46086	DIAMOND SHAMROCK CHEMICALS CO	

OCC033705

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCOFLOC	INDI	TN00226	01	272078	272078	DIAMOND SHAMROCK CORPORATION	
	ITAL	TN00226	01	268502	33499 C/71	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	268502	33499 C/71	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TN00226	01	1092448	25426/71	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	1092448	25426/71	DIAMOND SHAMROCK CHEMICALS CO	
	KORS	TN00226	01	84327	8733/1981	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	84327	8733/1981	DIAMOND SHAMROCK CHEMICALS CO	
	MALA	TN00226	01		M/90633	DIAMOND SHAMROCK CHEMICALS CO	
		NEZE	TN00226	01	96602	96602	DIAMOND SHAMROCK CHEMICALS CO
	NICA	TN00226	01	24824	UNKNOW	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	24824	UNKNOW	DIAMOND SHAMROCK CHEMICALS CO	
	NORW	TN00226	01	83703	107145	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	83703	107145	DIAMOND SHAMROCK CHEMICALS CO	
	PORT	TN00226	01	170922	170922	DIAMOND SHAMROCK CHEMICALS CO	
	SPAI	TN00226	01	647512	647512	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	647512	647512	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	647512	647512	DIAMOND SHAMROCK CHEMICALS CO	
	SWED	TN00226	01	136902	1932/71	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	136902	1932/71	DIAMOND SHAMROCK CHEMICALS CO	
	SWIT	TN00226	01	252464	2270	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	252464	2270	DIAMOND SHAMROCK CHEMICALS CO	
	THAI	TN00226	01	75449	118713	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	75449	118713	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	TN00226	01	972091	972091	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	972091	972091	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TN00226	01	915572	375389	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	915572	375389	DIAMOND SHAMROCK CHEMICALS CO	
	VENE	TN00226	01	68765-F	3384	DIAMOND SHAMROCK CHEMICALS CO	
		TN00226	01	68765-F	3384	DIAMOND SHAMROCK CHEMICALS CO	
	NOPCOFOAM	BELX	TN00227	01	89233	570295	DIAMOND SHAMROCK CHEMICALS CO
		ITAL	TN00227	01	221700	737319	DIAMOND SHAMROCK CORPORATION
	NOPCOFOAM CUSHIONING AND	USA	TN00229	01	773407	181489	DIAMOND SHAMROCK CHEMICALS CO
			TN00229	02	773656	181490	DIAMOND SHAMROCK CHEMICALS CO
NOPCOFOAM URETHANES AND DESIGN	USA	TN00228	01	768923	168102	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOGEN	ARGE	TN00231	01	964867	1194531	DIAMOND SHAMROCK CHEMICALS CO	
		TN00231	01	964867	1194531	DIAMOND SHAMROCK CHEMICALS CO	
	ASTL	TN00231	01	A190568	190568	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00231	01	194/49397	223838	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	TN00231	01	90332	158049	DIAMOND SHAMROCK CHEMICALS CO	
		TN00231	01	90332	158049	DIAMOND SHAMROCK CHEMICALS CO	
	FRAN	TN00231	01	1124970	545841	DIAMOND SHAMROCK CHEMICALS CO	
		TN00231	01	1124970	545841	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TN00231	01	765780	38087/65	DIAMOND SHAMROCK CHEMICALS CO	
		TN00231	01	765780	38087/65	DIAMOND SHAMROCK CHEMICALS CO	
		TN00231	01	765780	38087/65	DIAMOND SHAMROCK CHEMICALS CO	
	NEZE	TN00231	01	77066	77066	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	TN00231	01	845105	845105	DIAMOND SHAMROCK CHEMICALS CO	

OCC033706

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOGEN	UNKG	TN00231	01	845105	845105	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00231	01	417461	480468	DIAMOND SHAMROCK CHEMICALS CO
		TN00231	02	531072	585672	DIAMOND SHAMROCK CHEMICALS CO
		TN00231	02	531072	585672	DIAMOND SHAMROCK CHEMICALS CO
NOPCOL	ARGE	TN00239	02	964877	1194541	DIAMOND SHAMROCK CHEMICALS CO
		TN00239	02	964877	1194541	DIAMOND SHAMROCK CHEMICALS CO
		TN00239A	01	964813	1194497	DIAMOND SHAMROCK CHEMICALS CO
		TN00239A	01	964813	1194497	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00239	01	194749381	223819	DIAMOND SHAMROCK CHEMICALS CO
		TN00239A	01	194749381	223819	DIAMOND SHAMROCK CHEMICALS CO
		TN00239A	01	194749381	223819	DIAMOND SHAMROCK CHEMICALS CO
		TN00239	01	766000	38088765	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00239	01	766000	38088765	DIAMOND SHAMROCK CHEMICALS CO
		TN00239	01	766000	38088765	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00239A	01	878750	878750	DIAMOND SHAMROCK CORPORATION
		USA	TN00239	01	406772	464665
		TN00239	01	406772	464665	DIAMOND SHAMROCK CHEMICALS CO
		TN00239A	01	554716	606795	DIAMOND SHAMROCK CHEMICALS CO
		TN00239A	01	554716	606795	DIAMOND SHAMROCK CHEMICALS CO
	NOPCOL DP	CANA	TN00643	01	194749380	223818
TN00643			01	194749380	223818	DIAMOND SHAMROCK CHEMICALS CO
NOPCOL DP AND DESIGN	USA	TN00242	01	563047	602625	DIAMOND SHAMROCK CHEMICALS CO
		TN00242	01	563047	602625	DIAMOND SHAMROCK CHEMICALS CO
NOPCOL DP-C	CANA	TN00519	01	140069	284611	DIAMOND SHAMROCK CHEMICALS CO
		TN00519	01	140069	284611	DIAMOND SHAMROCK CHEMICALS CO
NOPCOLENE	ARGE	TN00244	02	794830	984766	DIAMOND SHAMROCK CORPORATION
	BELX	TN00244	01	90014	571301	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	01	90014	571301	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00244	01	006024866	703543	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00244	01	194749396	223837	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	01	194749396	223837	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00244	01	39809	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	01	39809	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00244	01	43186	UNKNOWN	DIAMOND SHAMROCK CORPORATION
		TN00244	02	100800	182627	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	02	100800	182627	DIAMOND SHAMROCK CHEMICALS CO
		FRAN	TN00244	01	1056804	285420
		TN00244	01	1056804	285420	DIAMOND SHAMROCK CHEMICALS CO
		GUAT	TN00244	02	17666	UNKNOWN
	TN00244		03	17640		DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00244	01	197416	197416	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	01	197416	197416	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	TN00244	01	22987	22987	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	02	22988	22988	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TN00244	01	221620	737324	DIAMOND SHAMROCK CORPORATION
	HAW	TN00244	02	973762	973762	DIAMOND SHAMROCK CORPORATION
	SOUA	TN00244	01	6273247	6273247	DIAMOND SHAMROCK CHEMICALS CO

OCC033707

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOLENE	SOVA	TN00244	02	62/0224	62/0224	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00244	01	788359	788359	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	01	788359	788359	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00244	01	407054	464666	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	01	407054	464666	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	02	535741	585674	DIAMOND SHAMROCK CHEMICALS CO
		TN00244	02	535741	585674	DIAMOND SHAMROCK CHEMICALS CO
	ZAMB	TN00244	02	973/62	973/62	DIAMOND SHAMROCK CORPORATION
	ZIMB	TN00244	02	973/62	973/62	DIAMOND SHAMROCK CORPORATION
	NOPCOLENE IN KATAKANA	JAPA	TN00560	01	776600	39511/66
		TN00560	01	776600	39511/66	DIAMOND SHAMROCK CHEMICALS CO
		TN00560	01	776600	39511/66	DIAMOND SHAMROCK CHEMICALS CO
NOPCOLUBE	ASTR	TN00245	01	83823	AM2021/76	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00245	01	340321	614587	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00245	01	770321127	770321127	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	770321127	770321127	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00245	01	118583	252288	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	118583	252288	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00245	01	39812	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	39812	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00245	01	90335	158047	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	90335	158047	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00245	01	296	1763	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	296	1763	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00245	01	956756	D30511/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00245	01	230040	230040	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00245	01	1369366	27169/69	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	1369366	27169/69	DIAMOND SHAMROCK CHEMICALS CO
	SPAI	TN00245	01	1369366	27169/69	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	509830	509830	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TN00245	01	509830	509830	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	283756	3376	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00245	01	283756	3376	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	283756	3376	DIAMOND SHAMROCK CHEMICALS CO
	URUG	TN00245	01	878745	878745	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	170642	182486	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00245	01	170642	182486	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	656668	24064	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	656668	24064	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	02	1036045	60885	DIAMOND SHAMROCK CHEMICALS CO
	YUGO	TN00245	02	1036045	60885	DIAMOND SHAMROCK CHEMICALS CO
		TN00245	01	24782	Z-503/76	DIAMOND SHAMROCK CHEMICALS CO
TN00245		01	24782	Z-503/76	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOMERCE	BRAZ	TN00844	01	006934188	26017/M-78	DIAMOND SHAMROCK CHEMICALS CO
		TN00844	01	006934188	26017/M-78	DIAMOND SHAMROCK CHEMICALS CO
NOPCONE	ARGE	TN00246	01	946989	1171945	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	946989	1171945	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TN00246	01	A190567	190567	DIAMOND SHAMROCK CHEMICALS CO
	ASTR	TN00246	01	62006	AM365/68	DIAMOND SHAMROCK CHEMICALS CO

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI-FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCONE	ASTR	TN00246	01	62006	AM365/68	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00246	01	89914	571303	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	89914	571303	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00246	01	006124461	8002/M-71	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00246	01	119772	256295	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	119772	256295	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TN00246	01	230704	71018	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	230704	71018	DIAMOND SHAMROCK CHEMICALS CO
	CHRD	TN00246	01	39141	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	39141	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00246	01	104709	196825	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	104709	196825	DIAMOND SHAMROCK CHEMICALS CO
	COST	TN00246	01	63139	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	63139	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	DENM	TN00246	01	2117-1968	740/68	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	2117-1968	740/68	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00246	01	298	1761	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	298	1761	DIAMOND SHAMROCK CHEMICALS CO
	ELSA	TN00246	01	14824	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	14824	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00246	01	1056801	285417	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	1056801	285417	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00246	01	797100	N8624/6WZ	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	797100	N8624/6WZ	DIAMOND SHAMROCK CHEMICALS CO
	GREC	TN00246	01	33686	33686	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TN00246	01	17635	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	HONG	TN00246	01	380/72	656A/71	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	380/72	656A/71	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00246	01	230028	230028	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	TN00246	01	22983	22983	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TN00246	01	215091	73/325	DIAMOND SHAMROCK CORPORATION
	JAPA	TN00246	01	765781	38089/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	765781	38089/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	765781	38089/65	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TN00246	01	24384	3284/1971	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00246	01	77067	77067	DIAMOND SHAMROCK CHEMICALS CO
	SING	TN00246	01	52744	52744	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	52744	52744	DIAMOND SHAMROCK CHEMICALS CO
	SOVA	TN00246	01	74/0944	74/0944	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	74/0944	74/0944	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TN00246	01	230559	774	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	230559	774	DIAMOND SHAMROCK CHEMICALS CO
	TRAN	TN00246	01	74/0944	74/0944	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00246	01	788360	788360	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	788360	788360	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00246	01	610887	674836	DIAMOND SHAMROCK CHEMICALS CO
		TN00246	01	610887	674836	DIAMOND SHAMROCK CHEMICALS CO
VENE	TN00246	01	59125	1747	DIAMOND SHAMROCK CHEMICALS CO	
VIET	TN00246	01	16274	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	TN00246	01	16274	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
NOPCONEATS	CANA	TN00647	01	118597	253450	DIAMOND SHAMROCK CHEMICALS CO

OCC033709

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCONEATS	CANA	TN00647	01	118597	253450	DIAMOND SHAMROCK CHEMICALS CO
NOPCOPAK	LEBA	TN00670	01	41069	UNKNOWN	DIAMOND SHAMROCK CORPORATION
		TN00670	01	41069	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	NIGR	TN00670	01		N/A	DIAMOND SHAMROCK CORPORATION
NOPCOROL	USA	TN00249	01	656694	24067	DIAMOND SHAMROCK CHEMICALS CO
		TN00249	01	656694	24067	DIAMOND SHAMROCK CHEMICALS CO
NOPCOSANT	ARGE	TN00250	01	946990	1171946	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	946990	1171946	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TN00250	01	A190566	190566	DIAMOND SHAMROCK CHEMICALS CO
	ASTR	TN00250	01	83824	AM2022776	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00250	01	89234	570296	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	89234	570296	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00250	01	006044085	850869	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00250	01	118581	252284	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	118581	252284	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TN00250	01	230706	71019	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	230706	71019	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00250	01	39807	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	39807	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00250	01	108018	196826	DIAMOND SHAMROCK CHEMICALS CO
	COST	TN00250	01	60898	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	60898	N/A	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00250	01	1056802	285418	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	1056802	285418	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TN00250	01	799949	N8626/6M2	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	799949	N8626/6M2	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00250	01	230032	230032	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TN00250	01	215088	73/321	DIAMOND SHAMROCK CORPORATION
	JAPA	TN00250	01	765782	38090/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	765782	38090/65	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TN00250	01	16957	38090/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	16957	4762/1968	DIAMOND SHAMROCK CHEMICALS CO
	MALA	TN00250	01		4762/1968	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01		M/90631	DIAMOND SHAMROCK CHEMICALS CO
	MEXI	TN00250	01	117995	113323	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00250	01	77068	77068	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TN00250	01	77660	96260	DIAMOND SHAMROCK CHEMICALS CO
		TN00250	01	77660	96260	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TN00250	01	16280	16755	DIAMOND SHAMROCK CHEMICALS CO
TN00250		01	16280	16755	DIAMOND SHAMROCK CHEMICALS CO	
TN00250		01	16280	16755	DIAMOND SHAMROCK CHEMICALS CO	
TN00250		01	16280	16755	DIAMOND SHAMROCK CHEMICALS CO	
SING	TN00250	01		1994/81	DIAMOND SHAMROCK CHEMICALS CO	
SPAI	TN00250	01		841174	DIAMOND SHAMROCK CHEMICALS CO	
SWIT	TN00250	01	283757	3377	DIAMOND SHAMROCK CHEMICALS CO	
	TN00250	01	283757	3377	DIAMOND SHAMROCK CHEMICALS CO	
THAI	TN00250	01	76240	118711	DIAMOND SHAMROCK CHEMICALS CO	
	TN00250	01	76240	118711	DIAMOND SHAMROCK CHEMICALS CO	
UNKG	TN00250	01	878739	878739	DIAMOND SHAMROCK CHEMICALS CO	

OCC033710

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCOSANT	USA	TN00250	01	673713	43199	DIAMOND SHAMROCK CHEMICALS CO	
		TN00250	01	673713	43199	DIAMOND SHAMROCK CHEMICALS CO	
		TN00250	02	1227194	334917	DIAMOND SHAMROCK CHEMICALS CO	
		TN00250	02	1227194	334917	DIAMOND SHAMROCK CHEMICALS CO	
		TN00250	02	1227194	334917	DIAMOND SHAMROCK CHEMICALS CO	
		TN00250	02	1227194	334917	DIAMOND SHAMROCK CHEMICALS CO	
	YUGO	TN00250	01	24781	Z-502/76	DIAMOND SHAMROCK CHEMICALS CO	
	ZURI	TN00250	01	NONE	NONE	DIAMOND SHAMROCK CHEMICALS CO	
	NOPCOSEC	BELX	TN00676	01	338478	613456	DIAMOND SHAMROCK CHEMICALS CO
		COLO	TN00676	01	90337	158043	DIAMOND SHAMROCK CHEMICALS CO
GERW		TN00676	01	90337	158043	DIAMOND SHAMROCK CHEMICALS CO	
		TN00676	01	953104	D30298/1WZ	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOSIZE	BELX	TN00252	01	89915	571304	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	89915	571304	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TN00252	01	006934218	26020/M-78	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	006934218	26020/M-78	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00252	01	118582	252282	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	118582	252282	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TN00252	01	230700	71020	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	230700	71020	DIAMOND SHAMROCK CHEMICALS CO	
	FRAN	TN00252	01	1124971	545842	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	1124971	545842	DIAMOND SHAMROCK CHEMICALS CO	
	GERW	TN00252	01	791369	N8631/6WZ	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	791369	N8631/6WZ	DIAMOND SHAMROCK CHEMICALS CO	
	INDI	TN00252	01	230035	230035	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TN00252	01	1232609	27171/69	DIAMOND SHAMROCK CHEMICALS CO	
	NORW	TN00252	01	79423	96261	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	79423	96261	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	TN00252	01	845106	845106	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	845106	845106	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TN00252	01	656979	24066	DIAMOND SHAMROCK CHEMICALS CO	
		TN00252	01	656979	24066	DIAMOND SHAMROCK CHEMICALS CO	
TN00252		02	1194923	249193	DIAMOND SHAMROCK CHEMICALS CO		
TN00252		02	1194923	249193	DIAMOND SHAMROCK CHEMICALS CO		
TN00252		02	1194923	249193	DIAMOND SHAMROCK CHEMICALS CO		
TN00252		02	1194923	249193	DIAMOND SHAMROCK CHEMICALS CO		
NOPCOSOL	ARGE	TN00253	01	871353	1084644	DIAMOND SHAMROCK CHEMICALS CO	
		TN00253	01	871353	1084644	DIAMOND SHAMROCK CHEMICALS CO	
		TN00253	02	1009935	1253707	DIAMOND SHAMROCK CHEMICALS CO	
		TN00253	02	1009935	1253707	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TN00253	01	003337855	484241	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00253	01	194749378	223816	DIAMOND SHAMROCK CHEMICALS CO	
		TN00253	01	194749378	223816	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TN00253	01	218569	47347	DIAMOND SHAMROCK CHEMICALS CO	
		TN00253	01	218569	47347	DIAMOND SHAMROCK CHEMICALS CO	
	CHIN	TN00253	01	145552		DIAMOND SHAMROCK CHEMICALS CO	
		TN00253	01	145552		DIAMOND SHAMROCK CHEMICALS CO	

OCC033711

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOSOL	CHRO	TN00253	01	89580	(65) 09309	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	89580	(65) 09309	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00253	02	85036	140480	DIAMOND SHAMROCK CORPORATION
		TN00253	01	45439	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	COST	TN00253	01	45439	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	10795	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	DOMI	TN00253	01	10795	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	10795	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00253	01	405/514-15	UNKNOWN	DIAMOND SHAMROCK CORPORATION
		TN00253	01	142	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ELSA	TN00253	01	142	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	142	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	GHAN	TN00253	01	142	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	20808	20808	DIAMOND SHAMROCK CORPORATION
	GREC	TN00253	01	23075	23075	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	23075	23075	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TN00253	01	10374	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	10374	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	HOND	TN00253	01	23163	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	1753/71	442L/71	DIAMOND SHAMROCK CORPORATION
	INDI	TN00253	01	230024	230024	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	40570	59777	DIAMOND SHAMROCK CORPORATION
	ITAL	TN00253	01	355634	34810/77	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	18445	5/2816	DIAMOND SHAMROCK CORPORATION
	KORS	TN00253	01	50525	6813075	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	50525	6813075	DIAMOND SHAMROCK CHEMICALS CO
	LEBA	TN00253	01	41071	UNKNOWN	DIAMOND SHAMROCK CORPORATION
		TN00253	01	41071	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	MALA	TN00253	01	M/57574	M/57574	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	M/57574	M/57574	DIAMOND SHAMROCK CHEMICALS CO
	NICA	TN00253	01	9434-A	394163	DIAMOND SHAMROCK CORPORATION
		TN00253	01	9434-A	394163	DIAMOND SHAMROCK CORPORATION
	OAPI	TN00253	01	19101	69125	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	19101	69125	DIAMOND SHAMROCK CHEMICALS CO
	PAKI	TN00253	01	65893	65893	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	5632	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	PERU	TN00253	01	5632	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	023786	20753	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TN00253	01	R-2849	R-3477	DIAMOND SHAMROCK CORPORATION
		TN00253	01	52526	52526	DIAMOND SHAMROCK CHEMICALS CO
	SING	TN00253	01	52526	52526	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	45886	72868	DIAMOND SHAMROCK CORPORATION
	THAI	TN00253	01	8538	8538	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	8538	8538	DIAMOND SHAMROCK CHEMICALS CO
	URUG	TN00253	01	134105	142996	DIAMOND SHAMROCK CHEMICALS CO
		TN00253	01	577068	635972	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00253	01	577068	635972	DIAMOND SHAMROCK CHEMICALS CO
TN00253		01	34053-F	4473	DIAMOND SHAMROCK CHEMICALS CO	
VENE	TN00253	01	34053-F	4473	DIAMOND SHAMROCK CHEMICALS CO	
	TN00253	01	18510	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
VIET	TN00253	01	18510	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	TN00253	01	18510	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
NOPCOSOL W/KATAKANA	JAPA	TN00771	01	1487675	56668/1977	DIAMOND SHAMROCK CHEMICALS CO

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PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCOSOL W/KATAKANA	JAPA	TN00771	01	1487675	86668/1977	DIAMOND SHAMROCK CHEMICALS CO	
		TN00771	01	1487675	86668/1977	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOSOLVE	BRAZ	TN00954	01		770321259	DIAMOND SHAMROCK CHEMICALS CO	
		TN00954	01	238054	69942	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TN00954	01	238054	69942	DIAMOND SHAMROCK CHEMICALS CO	
		TN00954	01	238054	69942	DIAMOND SHAMROCK CHEMICALS CO	
	ECUA	TN00954	01	283	1754	DIAMOND SHAMROCK CHEMICALS CO	
		TN00954	01	283	1754	DIAMOND SHAMROCK CHEMICALS CO	
	ZURI	TN00954	01	NONE	NONE		
NOPCOSPERSE	ARGE	TN00254	01		1316817	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	006934234	26022/M-78	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TN00254	01	006934234	26022/M-78	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	02	770326285	32628/M-77	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	02	770326285	32628/M-77	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	218837	391420	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00254	01	218837	391420	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	238055	69943	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TN00254	01	238055	69943	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	238055	69943	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	238055	69943	DIAMOND SHAMROCK CHEMICALS CO	
	COLO	TN00254	01	90336	158048	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	90336	158048	DIAMOND SHAMROCK CHEMICALS CO	
	DOMI	TN00254	01	37745	N/A	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	37745	N/A	DIAMOND SHAMROCK CHEMICALS CO	
	ECUA	TN00254	01	294	1760	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	294	1760	DIAMOND SHAMROCK CHEMICALS CO	
	MALA	TN00254	01		M/90634	DIAMOND SHAMROCK CHEMICALS CO	
	PHIL	TN00254	01	34150	48342	DIAMOND SHAMROCK CHEMICALS CO	
	THAI	TN00254	01	75053	118709	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	75053	118709	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TN00254	01	1001926	9440	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	1001926	9440	DIAMOND SHAMROCK CHEMICALS CO	
	YENE	TN00254	01	106541-F	8692-80	DIAMOND SHAMROCK CHEMICALS CO	
		TN00254	01	106541-F	8692-80	DIAMOND SHAMROCK CHEMICALS CO	
	NOPCOSTAT	ARGE	TN00255	01	771385	956432	DIAMOND SHAMROCK CHEMICALS CO
			TN00255	01	A190565	190565	DIAMOND SHAMROCK CHEMICALS CO
		ASTL	TN00255	01	62004	AM363/68	DIAMOND SHAMROCK CHEMICALS CO
			TN00255	01	62004	AM363/68	DIAMOND SHAMROCK CHEMICALS CO
BELX		TN00255	01	89902	571288	DIAMOND SHAMROCK CHEMICALS CO	
		TN00255	01	89902	571288	DIAMOND SHAMROCK CHEMICALS CO	
BRAZ		TN00255	01	006024874	703544	DIAMOND SHAMROCK CHEMICALS CO	
CANA		TN00255	01	194/49395	223836	DIAMOND SHAMROCK CHEMICALS CO	
		TN00255	01	194/49395	223836	DIAMOND SHAMROCK CHEMICALS CO	
CHIL		TN00255	01	230702	71015	DIAMOND SHAMROCK CHEMICALS CO	
		TN00255	01	230702	71015	DIAMOND SHAMROCK CHEMICALS CO	
		TN00255	01	230702	71015	DIAMOND SHAMROCK CHEMICALS CO	
CHIN		TN00255	01	145557		DIAMOND SHAMROCK CHEMICALS CO	
		TN00255	01	145557		DIAMOND SHAMROCK CHEMICALS CO	
CHRO		TN00255	01	39811	N/A	DIAMOND SHAMROCK CHEMICALS CO	
		TN00255	01	39811	N/A	DIAMOND SHAMROCK CHEMICALS CO	

OCC033713

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOSTAT	COLO	TN00255	01	72384	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	COST	TN00255	01	11083	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	11083	N/A	DIAMOND SHAMROCK CHEMICALS CO
	DENM	TN00255	01	2113-1968	738768	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	2113-1968	738768	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00255	01	295	1759	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	295	1759	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	295	1759	DIAMOND SHAMROCK CHEMICALS CO
	ELSA	TN00255	01	14895	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	14895	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TN00255	01	44410	3165763	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00255	01	1056803	285419	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	1056803	285419	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00255	01	792292	N862716WZ	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	792292	N862716WZ	DIAMOND SHAMROCK CHEMICALS CO
	GREC	TN00255	01	33689	33689	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TN00255	01	17645	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	HONG	TN00255	01	209772	442C/71	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	209772	442C/71	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00255	01	197414	197414	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	197414	197414	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	TN00255	01	22985	22985	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TN00255	01	215092	731327	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	215092	731327	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	215092	731327	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00255	01	710741	46277164	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TN00255	01	24385	328511971	DIAMOND SHAMROCK CHEMICALS CO
	MEXI	TN00255	01	117185	113726	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00255	01	77069	77069	DIAMOND SHAMROCK CHEMICALS CO
	PERU	TN00255	01	038998	42203	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TN00255	01	16442	16750	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	16442	16750	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	16442	16750	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	16442	16750	DIAMOND SHAMROCK CHEMICALS CO
	SING	TN00255	01	52745	52745	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	52745	52745	DIAMOND SHAMROCK CHEMICALS CO
	SOVA	TN00255	01	7470945	7470945	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	7470945	7470945	DIAMOND SHAMROCK CHEMICALS CO
	SPAI	TN00255	01	500834	500834	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	500834	500834	DIAMOND SHAMROCK CHEMICALS CO
	SWED	TN00255	01	109133	3573763	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	109133	3573763	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TN00255	01	230557	772	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	230557	772	DIAMOND SHAMROCK CHEMICALS CO
	THAI	TN00255	01	75450	118710	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	75450	118710	DIAMOND SHAMROCK CHEMICALS CO
	TRAN	TN00255	01	7470945	7470945	DIAMOND SHAMROCK CHEMICALS CO
	TURK	TN00255	01	66407	13261764	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	66407	13261764	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00255	01	788361	788361	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	788361	788361	DIAMOND SHAMROCK CHEMICALS CO
	URUG	TN00255	01	170643	182487	DIAMOND SHAMROCK CHEMICALS CO

OCC033714

PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOSTAT	URUG	TN00255	01	170643	182487	DIAMOND SHAMROCK CHEMICALS CO
		USA	TN00255	01	575667	635973
		TN00255	01	575667	635973	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	02	1202482	323264	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	02	1202482	323264	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	02	1202482	323264	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	02	1202482	323264	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	02	1202482	323264	DIAMOND SHAMROCK CHEMICALS CO
	USSR	TN00255	01	33232	45401	DIAMOND SHAMROCK CHEMICALS CO
	YENE	TN00255	01	59127	1745	DIAMOND SHAMROCK CHEMICALS CO
	VIET	TN00255	01	16276	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	YUGO	TN00255	01	16276	UNKNOWN	DIAMOND SHAMROCK CORPORATION
		TN00255	01	24780	Z-501776	DIAMOND SHAMROCK CHEMICALS CO
		TN00255	01	24780	Z-501776	DIAMOND SHAMROCK CHEMICALS CO
	NOPCOSULF	UNKG	TN00256	01	878736	878736
USA		TN00256	01	655963	27810	DIAMOND SHAMROCK CHEMICALS CO
		TN00256	01	655963	27810	DIAMOND SHAMROCK CHEMICALS CO
NOPCOTAN	ARGE	TN00257	01	946991	1171947	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	946991	1171947	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TN00257	01	A190563	190563	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00257	01	89229	570291	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	89229	570291	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00257	01	006044093	850870	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00257	01	137719	278859	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	137719	278859	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00257	01	39142	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	39142	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00257	01	104710	196824	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	104710	196824	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00257	01	1124972	545843	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	1124972	545843	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00257	01	791466	N8630/13WZ	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	791466	N8630/13WZ	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TN00257	01	17650	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00257	01	230029	230029	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00257	01	735964	50214764	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TN00257	01	17907	4781/1968	DIAMOND SHAMROCK CHEMICALS CO
	MEXI	TN00257	01	118057	113324	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00257	01	77071	77071	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TN00257	01	76163	96262	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	76163	96262	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	16269	16752	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TN00257	01	16269	16752	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	16269	16752	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	16269	16752	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	16269	16752	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00257	01	845107	845107	DIAMOND SHAMROCK CHEMICALS CO
		TN00257	01	845107	845107	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00257	01	713003	92037	DIAMOND SHAMROCK CHEMICALS CO
TN00257		01	713003	92037	DIAMOND SHAMROCK CHEMICALS CO	
YENE	TN00257	01	59126	1746	DIAMOND SHAMROCK CHEMICALS CO	

OCC033715

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOTE	ARGE	TN00258	01	946992	1171968	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	946992	1171968	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TN00258	01	190562	190562	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	62007	MH366/68	DIAMOND SHAMROCK CHEMICALS CO
	ASTR	TN00258	01	62007	MH366/68	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	89901	571287	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00258	01	89901	571287	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	006044107	850871	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00258	01	194/49394	223835	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	194/49394	223835	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00258	01	194/49394	223835	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	230705	71017	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TN00258	01	230705	71017	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	39808	N/A	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00258	01	39808	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	112125	222480	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00258	01	112125	222480	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	704-1969	741/68	DIAMOND SHAMROCK CHEMICALS CO
	DENM	TN00258	01	704-1969	741/68	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	44411	3166/63	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TN00258	01	44411	3166/63	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	1056798	285413	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00258	01	1056798	285413	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	796896	M8625/6W2	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00258	01	796896	M8625/6W2	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	216888	73/326	DIAMOND SHAMROCK CORPORATION
	ITAL	TN00258	01	216888	73/326	DIAMOND SHAMROCK CORPORATION
		TN00258	01	765776	50213/64	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00258	01	765776	50213/64	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	765776	50213/64	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TN00258	01	810460	38091/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	02	810460	38091/65	DIAMOND SHAMROCK CHEMICALS CO
	MALA	TN00258	02	810460	38091/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	02	810460	38091/65	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00258	01	24677	3286/1971	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	24677	3286/1971	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	TN00258	01	77072	M/90629	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	16286	77072	DIAMOND SHAMROCK CHEMICALS CO
	SING	TN00258	01	16286	16753	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	16286	16753	DIAMOND SHAMROCK CHEMICALS CO
	SWED	TN00258	01	16286	16753	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	01	16286	16753	DIAMOND SHAMROCK CHEMICALS CO
SWIT	TN00258	01	16286	16753	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	01	52746	52746	DIAMOND SHAMROCK CHEMICALS CO	
THAI	TN00258	01	52746	52746	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	01	109916	3574/63	DIAMOND SHAMROCK CHEMICALS CO	
UNKG	TN00258	01	109916	3574/63	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	01	230560	775	DIAMOND SHAMROCK CHEMICALS CO	
URUG	TN00258	01	230560	775	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	01	76239	118708	DIAMOND SHAMROCK CHEMICALS CO	
USA	TN00258	01	76239	118708	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	01	845108	845108	DIAMOND SHAMROCK CHEMICALS CO	
URUG	TN00258	01	845108	845108	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	01	172388	182488	DIAMOND SHAMROCK CHEMICALS CO	
USA	TN00258	01	172388	182488	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	01	713746	101506	DIAMOND SHAMROCK CHEMICALS CO	
USA	TN00258	01	713746	101506	DIAMOND SHAMROCK CHEMICALS CO	
	TN00258	02	1184405	286460	DIAMOND SHAMROCK CHEMICALS CO	
		02	1184405	286460	DIAMOND SHAMROCK CHEMICALS CO	

OCC033716

PPROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOTE	USA	TN00258	02	1184405	286460	DIAMOND SHAMROCK CHEMICALS CO
		TN00258	02	1184405	286460	DIAMOND SHAMROCK CHEMICALS CO
	VENE	TN00258	01	59128	1744	DIAMOND SHAMROCK CHEMICALS CO
	YUGO	TN00258	01	25075	Z-500/76	DIAMOND SHAMROCK CHEMICALS CO
	TN00258	01	25075	Z-500/76	DIAMOND SHAMROCK CHEMICALS CO	
ZURI	TN00258	01	NONE	NONE	NONE	
NOPCOTE IN KATAKANA	JAPA	TN00867	01	1503492	92072/1978	DIAMOND SHAMROCK CHEMICALS CO
		TN00867	01	1503492	92072/1978	DIAMOND SHAMROCK CHEMICALS CO
		TN00867	01	1503492	92072/1978	DIAMOND SHAMROCK CHEMICALS CO
NOPCOTEX	ARGE	TN00259	01	946993	1171949	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	946993	1171949	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	TN00259	01	A190561	190561	DIAMOND SHAMROCK CHEMICALS CO
	ASTR	TN00259	01	62005	AM364/68	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	62005	AM364/68	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TN00259	01	89900	571286	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	89900	571286	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00259	01	006078079	703546	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00259	01	194/49391	223832	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TN00259	01	230703	71016	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	230703	71016	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	230703	71016	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TN00259	01	39810	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	39810	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TN00259	01	72383	196338	DIAMOND SHAMROCK CORPORATION
	COST	TN00259	01	11082	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	11082	N/A	DIAMOND SHAMROCK CHEMICALS CO
	DENM	TN00259	01	2105-1968	739/68	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	2105-1968	739/68	DIAMOND SHAMROCK CHEMICALS CO
	DOMI	TN00259	01	37746	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	37746	N/A	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00259	01	286	1765	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	286	1765	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	286	1765	DIAMOND SHAMROCK CHEMICALS CO
	ELSA	TN00259	01	14891	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	14891	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00259	01	1056810	285429	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	1056810	285429	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00259	01	967553	D30512/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TN00259	01	17637	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	HONG	TN00259	01	1745/71	4420/71	DIAMOND SHAMROCK CHEMICALS CO
		TN00259	01	1745/71	4420/71	DIAMOND SHAMROCK CHEMICALS CO
INDI	TN00259	01	197415	197415	DIAMOND SHAMROCK CHEMICALS CO	
	TN00259	01	197415	197415	DIAMOND SHAMROCK CHEMICALS CO	
ISRA	TN00259	01	22986	22986	DIAMOND SHAMROCK CHEMICALS CO	
ITAL	TN00259	01	215087	73/320	DIAMOND SHAMROCK CORPORATION	
JAPA	TN00259	01	765783	38092/65	DIAMOND SHAMROCK CHEMICALS CO	
	TN00259	01	765783	38092/65	DIAMOND SHAMROCK CHEMICALS CO	
KORS	TN00259	01	765783	38092/65	DIAMOND SHAMROCK CHEMICALS CO	
	TN00259	01	16956	4763/1968	DIAMOND SHAMROCK CHEMICALS CO	
TN00259	01	16956	4763/1968	DIAMOND SHAMROCK CHEMICALS CO		

OCC033717

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
NOPCOTEX	NEZE	TN00259	01	77073	77073	DIAMOND SHAMROCK CHEMICALS CO	
	PERU	TN00259	01	038999	42204	DIAMOND SHAMROCK CHEMICALS CO	
	PHIL	TN00259	01	16281	16754	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	16281	16754	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	16281	16754	DIAMOND SHAMROCK CHEMICALS CO	
	SING	TN00259	01	16281	16754	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	52747	52747	DIAMOND SHAMROCK CHEMICALS CO	
	SOUA	TN00259	01	52747	52747	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	7470946	7470946	DIAMOND SHAMROCK CHEMICALS CO	
	SPAI	TN00259	01	7470946	7470946	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	509831	509831	DIAMOND SHAMROCK CHEMICALS CO	
	SWIT	TN00259	01	509831	509831	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	230558	773	DIAMOND SHAMROCK CHEMICALS CO	
	TRAN	TN00259	01	230558	773	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	7470946	7470946	DIAMOND SHAMROCK CHEMICALS CO	
	TURK	TN00259	01	66405	13262/64	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	66405	13262/64	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	TN00259	01	845109	845109	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	845109	845109	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TN00259	01	578081	639439	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	578081	639439	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	02	1202481	323263	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	02	1202481	323263	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	02	1202481	323263	DIAMOND SHAMROCK CHEMICALS CO	
	USSR	TN00259	01	1202481	323263	DIAMOND SHAMROCK CHEMICALS CO	
	VE NE	TN00259	01	33234	45414	DIAMOND SHAMROCK CHEMICALS CO	
	VIET	TN00259	01	59124	1748	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	16275	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
	YUGO	TN00259	01	16275	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
		TN00259	01	25074	Z-499/76	DIAMOND SHAMROCK CHEMICALS CO	
		TN00259	01	25074	Z-499/76	DIAMOND SHAMROCK CHEMICALS CO	
	NOPCOTHANE	BRAZ	TN00260	01	006076955	8003/M-71	DIAMOND SHAMROCK CHEMICALS CO
		USA	TN00260	01	808274	226935	DIAMOND SHAMROCK CHEMICALS CO
TN00260			01	808274	226935	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOV	CANA	TN00261	01	194749393	223834	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TN00261	01	406773	464667	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOVET	PERU	TN00626	01	008341	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
		TN00626	02	008352	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOWAX	ARGE	TN00262	01	964814	1194458	DIAMOND SHAMROCK CHEMICALS CO	
		TN00262	01	964814	1194458	DIAMOND SHAMROCK CHEMICALS CO	
	ASTL	TN00262	01	A190564	190564	DIAMOND SHAMROCK CHEMICALS CO	
	BRAZ	TN00262	01	006934242	26023/M-78	DIAMOND SHAMROCK CHEMICALS CO	
		TN00262	01	006934242	26023/M-78	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TN00262	01	119773	256297	DIAMOND SHAMROCK CHEMICALS CO	
		TN00262	01	119773	256297	DIAMOND SHAMROCK CHEMICALS CO	
	ECUA	TN00262	01	299	1764	DIAMOND SHAMROCK CHEMICALS CO	
		TN00262	01	299	1764	DIAMOND SHAMROCK CHEMICALS CO	
	FRAN	TN00262	01	1124973	545844	DIAMOND SHAMROCK CHEMICALS CO	

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPCOWAX	FRAN	TN00262	01	1124973	545844	DIAMOND SHAMROCK CHEMICALS CO
	HONG	TN00262	01	1750771	4421771	DIAMOND SHAMROCK CHEMICALS CO
		TN00262	01	1750771	4421771	DIAMOND SHAMROCK CHEMICALS CO
		TN00262	01	890886	38093765	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00262	01	890886	38093765	DIAMOND SHAMROCK CHEMICALS CO
		TN00262	01	890886	38093765	DIAMOND SHAMROCK CHEMICALS CO
		TN00262	01	890886	38093765	DIAMOND SHAMROCK CHEMICALS CO
	NEZE	TN00262	01	77070	77070	DIAMOND SHAMROCK CHEMICALS CO
		UNKG	TN00262	01	845110	845110
	USA	TN00262	01	845110	845110	DIAMOND SHAMROCK CHEMICALS CO
		TN00262	01	622869	673539	DIAMOND SHAMROCK CHEMICALS CO
		TN00262	01	622869	673539	DIAMOND SHAMROCK CHEMICALS CO
TN00262		01	622869	673539	DIAMOND SHAMROCK CHEMICALS CO	
NOPCOWAX IN KATAKANA	JAPA	TN00561	01	890887	39512766	DIAMOND SHAMROCK CHEMICALS CO
		TN00561	01	890887	39512766	DIAMOND SHAMROCK CHEMICALS CO
		TN00561	01	890887	39512766	DIAMOND SHAMROCK CHEMICALS CO
NOPCOWET	ARGE	TN00263	01	964815	1194459	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	964815	1194459	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TN00263	01	006934269	26025/M-78	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	006934269	26025/M-78	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	02	770321267	32126/M-77	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00263	02	770321267	32126/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	194749392	223833	DIAMOND SHAMROCK CHEMICALS CO
	COLD	TN00263	01	90915	158050	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	90915	158050	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00263	01	297	1758	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	297	1758	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00263	01	1124974	545845	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	1124974	545845	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TN00263	01	828400	N9867/6WZ	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TN00263	01	230038	230038	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	937032	27173769	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TN00263	01	937032	27173769	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	937032	27173769	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	937032	27173769	DIAMOND SHAMROCK CHEMICALS CO
	NORW	TN00263	01	77814	96263	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01	77814	96263	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TN00263	01	878747	878747	DIAMOND SHAMROCK CHEMICALS CO
		USA	TN00263	01	433702	501469
	USA	TN00263	01	433702	501469	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	02	1043884	60962	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	02	1043884	60962	DIAMOND SHAMROCK CHEMICALS CO
		TN00263	01			
ZURI	TN00263	01				
NOPCOWITE	CANA	TN00264	01	194749390	223831	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00264	01		ABANDONED	
		TN00264	02	535742	585676	DIAMOND SHAMROCK CHEMICALS CO
		TN00264	02	535742	585676	DIAMOND SHAMROCK CHEMICALS CO
		TN00264	03	1002418	23448	DIAMOND SHAMROCK CHEMICALS CO
		TN00264	03	1002418	23448	DIAMOND SHAMROCK CHEMICALS CO
NOPDEX	CANA	TN00265	01	194749377	223815	DIAMOND SHAMROCK CHEMICALS CO
	TN00265	01	194749377	223815	DIAMOND SHAMROCK CHEMICALS CO	

OCC03719

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NOPDEX	CHIN	TN00265	01	145558		DIAMOND SHAMROCK CHEMICALS CO
		TN00265	01	145558		DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TN00265	01	258524	2476	DIAMOND SHAMROCK CHEMICALS CO
		TN00265	01	258524	2476	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00265	01	505931	518554	DIAMOND SHAMROCK CHEMICALS CO
		TN00265	01	505931	518554	DIAMOND SHAMROCK CHEMICALS CO
NOPGRO	BELX	TN00267	01	91171	570845	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	91171	570845	DIAMOND SHAMROCK CHEMICALS CO
	BOLI	TN00267	01	A-20145	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	BRAZ	TN00267	01	006109756	926546	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TN00267	01	136079	278860	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	136079	278860	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	TN00267	01	193547	4910	DIAMOND SHAMROCK CHEMICALS CO
	CHIN	TN00267	01	145560		DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	145560		DIAMOND SHAMROCK CHEMICALS CO
	COST	TN00267	01	48527	39912	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	48527	39912	DIAMOND SHAMROCK CHEMICALS CO
	DOMI	TN00267	01	13194	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	13194	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TN00267	01	3597717-18	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	3597717-18	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TN00267	01	1077163	285421	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	1077163	285421	DIAMOND SHAMROCK CHEMICALS CO
	GUAT	TN00267	01	15206	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	IRAN	TN00267	01	44244	62715	DIAMOND SHAMROCK CORPORATION
	ISRA	TN00267	01	22933	22933	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	22933	22933	DIAMOND SHAMROCK CHEMICALS CO
	NICA	TN00267	01	13483	UNKNOWN	DIAMOND SHAMROCK CORPORATION
	NIGR	TN00267	01		31489	DIAMOND SHAMROCK CORPORATION
	PERU	TN00267	01	023787	20754	DIAMOND SHAMROCK CHEMICALS CO
	SING	TN00267	01	57043	57043	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	57043	57043	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TN00267	01	258525	2477	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	258525	2477	DIAMOND SHAMROCK CHEMICALS CO
	URUG	TN00267	01	131081	136785	DIAMOND SHAMROCK CORPORATION
	USA	TN00267	01	718134	99529	DIAMOND SHAMROCK CHEMICALS CO
		TN00267	01	718134	99529	DIAMOND SHAMROCK CHEMICALS CO
	YENE	TN00267	01	48321	3755	DIAMOND SHAMROCK CHEMICALS CO
	TN00267	02	48332	4014	DIAMOND SHAMROCK CHEMICALS CO	
NOPJECT	TRIN	TN00269	01	8539	8539	DIAMOND SHAMROCK CHEMICALS CO
NOPSOL	COLO	TN00271	01	86170	146324	DIAMOND SHAMROCK CORPORATION
	PERU	TN00271	01	027805	026055	DIAMOND SHAMROCK CHEMICALS CO
	USA	TN00271	01	556930	606798	DIAMOND SHAMROCK CHEMICALS CO
		TN00271	01	556930	606798	DIAMOND SHAMROCK CHEMICALS CO
NOPTRACIN	PERU	TN00273	01	18129	011889	DIAMOND SHAMROCK CORPORATION
NOPVITE	USA	TN00274	01	615135	676220	DIAMOND SHAMROCK CHEMICALS CO
		TN00274	01	615135	675220	DIAMOND SHAMROCK CHEMICALS CO

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
NUCHROME	USA	TN00276	01	778369	171101	DIAMOND SHAMROCK CORPORATION
NXZ	JAPA	TN00562	01	749267	38082/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00562	01	749267	38082/65	DIAMOND SHAMROCK CHEMICALS CO
		TN00562	01	749267	38082/65	DIAMOND SHAMROCK CHEMICALS CO
NYONIC	CANA	TN00627	01	119025	253451	DIAMOND SHAMROCK CHEMICALS CO
		TN00627	01	119025	253451	DIAMOND SHAMROCK CHEMICALS CO
ORANAP	*	T000278	*	*	*	*
<u>ORATOL</u> (UNDERLINED)	USA	T000279	01	414470	476316	DIAMOND SHAMROCK CHEMICALS CO
PAROLITE	USA	TP01216	01	355202	398262	DIAMOND SHAMROCK CHEMICALS CO
		TP01216	01	355202	398262	DIAMOND SHAMROCK CHEMICALS CO
		TP01216	01	355202	398262	DIAMOND SHAMROCK CHEMICALS CO
PD	BRAZ	TP00509	01	006024831	703537	DIAMOND SHAMROCK CHEMICALS CO
PHOSPHOLAN	USA	TP00817A	01	1244031	328870	DIAMOND SHAMROCK CHEMICALS CO
		TP00817A	01	1244031	328870	DIAMOND SHAMROCK CHEMICALS CO
		TP00817A	01	1244031	328870	DIAMOND SHAMROCK CHEMICALS CO
		TP00817A	01	1244031	328870	DIAMOND SHAMROCK CHEMICALS CO
PHOTOMER	USA	TP00898A	01	1175663	218768	DIAMOND SHAMROCK CHEMICALS CO
		TP00898A	01	1175663	218768	DIAMOND SHAMROCK CHEMICALS CO
		TP00898A	01	1175663	218768	DIAMOND SHAMROCK CHEMICALS CO
		TP00898A	01	1175663	218768	DIAMOND SHAMROCK CHEMICALS CO
PHOTOMER W/KATAKANA	JAPA	TP00976	01		83085/80	DIAMOND SHAMROCK CORPORATION
		TP00976	02			DIAMOND SHAMROCK CHEMICALS CO
POLYCLEAR	ASTL	TP00400	01	A293104	293104	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	A293104	293104	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TP00400	01	337262	612002	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TP00400	01	006657834	30781/M-76	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	006657834	30781/M-76	DIAMOND SHAMROCK CHEMICALS CO
	CANA	TP00400	01	219995	393694	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	219995	393694	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TP00400	01	83328	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TP00400	01	89508	156596	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	89508	156596	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TP00400	01	290	1756	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	290	1756	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TP00400	01	1335305	722681	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TP00400	01	948445	D30001/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TP00400	01	327966	32738 C/76	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	327966	32738 C/76	DIAMOND SHAMROCK CHEMICALS CO
	TP00400	01	327966	32738 C/76	DIAMOND SHAMROCK CHEMICALS CO	
		01	327966	32738 C/76	DIAMOND SHAMROCK CHEMICALS CO	
	MEXI	TP00400	01	208488	100231	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	TP00400	01	7670389	7670389	DIAMOND SHAMROCK CHEMICALS CO

OCC033721

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
POLYCLEAR	SPAI	TP00400	01		ABANDONED	DIAMOND SHAMROCK CORPORATION
	UNKG	TP00400	01	1058132	1058132	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	1058132	1058132	DIAMOND SHAMROCK CHEMICALS CO
	USA	TP00400	01	1033350	463670	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	1033350	463670	DIAMOND SHAMROCK CHEMICALS CO
	VENE	TP00400	01	85336-F	313	DIAMOND SHAMROCK CHEMICALS CO
		TP00400	01	85336-F	313	DIAMOND SHAMROCK CHEMICALS CO
ZWWD	TP00400	01	NONE	NONE		
POLYCLENS	CHRO	TP01193	01	312776	(73)08619	DIAMOND SHAMROCK CHEMICALS CO
POLYLUBE	BELX	TP00413	01	330595	607138	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TP00413	01	916963	185221	DIAMOND SHAMROCK CHEMICALS CO
	GERW	TP00413	01	936355	029266/1WZ	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TP00413	01	316136	32907 C/75	DIAMOND SHAMROCK CHEMICALS CO
		TP00413	01	316136	32907 C/75	DIAMOND SHAMROCK CHEMICALS CO
POLYMUL	FRAN	TP00290	01	1124975	545846	DIAMOND SHAMROCK CHEMICALS CO
		TP00290	01	1124975	545846	DIAMOND SHAMROCK CHEMICALS CO
	MAIW	TP00290	01	15177	15177	DIAMOND SHAMROCK CHEMICALS CO
		TP00290	01	15177	15177	DIAMOND SHAMROCK CHEMICALS CO
	SOUA	TP00290	01	7410947	7410947	DIAMOND SHAMROCK CHEMICALS CO
		USA	TP00290	01	687030	24065
	TP00290		01	687030	24065	DIAMOND SHAMROCK CHEMICALS CO
	ZAMB	TP00290	01	28177	28177	DIAMOND SHAMROCK CHEMICALS CO
		TP00290	01	28177	28177	DIAMOND SHAMROCK CHEMICALS CO
	ZIMB	TP00290	01	51177	51177	DIAMOND SHAMROCK CHEMICALS CO
		TP00290	01	51177	51177	DIAMOND SHAMROCK CHEMICALS CO
	POTTERS	USA	TP00293	01	802117	191064
PREP-TAN	USA	TP00295	01	1001389	10353	DIAMOND SHAMROCK CHEMICALS CO
		TP00295	01	1001389	10353	DIAMOND SHAMROCK CHEMICALS CO
QUIX	BELX	TQ00517	01	325987	603573	DIAMOND SHAMROCK CHEMICALS CO
		TQ00517	01	87010	145923	DIAMOND SHAMROCK CHEMICALS CO
	COLO	TQ00517	02	87009	145923	DIAMOND SHAMROCK CHEMICALS CO
		TQ00517	01	309004	34323 C/74	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TQ00517	01	309004	34323 C/74	DIAMOND SHAMROCK CHEMICALS CO
		TQ00517	01	44004	33931974	DIAMOND SHAMROCK CHEMICALS CO
	KORS	TQ00517	01	44004	33931974	DIAMOND SHAMROCK CHEMICALS CO
		SOUA	TQ00517	01	7412549	7412549
TQ00517	02		7412550	7412550	DIAMOND SHAMROCK CHEMICALS CO	
RSF	USA	TR00599	01	1115907	165438	DIAMOND SHAMROCK CHEMICALS CO
		TR00599	01	1115907	165438	DIAMOND SHAMROCK CHEMICALS CO
S.I.C.	SOUA	TS00602	01	87114410	87114410	DIAMOND SHAMROCK CHEMICALS CO
		TS00602	01	87114410	87114410	DIAMOND SHAMROCK CHEMICALS CO
		TS00602	02	87114411	87114411	DIAMOND SHAMROCK CHEMICALS CO
		TS00602	02	87114411	87114411	DIAMOND SHAMROCK CHEMICALS CO
		TS00602	03	87114412	87114412	DIAMOND SHAMROCK CHEMICALS CO
		TS00602	03	87114412	87114412	DIAMOND SHAMROCK CHEMICALS CO

OCC03722

PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
SAN NOPCO LIMITED W-KATAKANA	JAPA	TS00629	01	773124	UNKNOWN	SAN NOPCO LIMITED
		TS00629	01	773124	UNKNOWN	SAN NOPCO LIMITED
		TS00629	01	773124	UNKNOWN	SAN NOPCO LIMITED
		TS00629	02	784643	UNKNOWN	SAN NOPCO LIMITED
SELLOGEN	ASTR	TS00649	01	85213	AM2671/76	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	85213	AM2671/76	DIAMOND SHAMROCK CHEMICALS CO
	BELX	01	341471	614589	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	TS00649	01	161805	307865	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	161805	307865	DIAMOND SHAMROCK CHEMICALS CO
	CHIN	TS00649	01	145562		DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	145562		DIAMOND SHAMROCK CHEMICALS CO
	COLO	TS00649	01	90339	158039	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	90339	158039	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TS00649	01	1124964	545833	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	1124964	545833	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	01	348625	33056 C/77	DIAMOND SHAMROCK CHEMICALS CO	
	SPAI	TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	841172	841172	DIAMOND SHAMROCK CHEMICALS CO
	SWIT	TS00649	01	283758	3378	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	01	283758	3378	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TS00649	01	878735	878735	DIAMOND SHAMROCK CHEMICALS CO
		TS00649	02	878749	878749	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	414471	476317	DIAMOND SHAMROCK CHEMICALS CO	
YUGO	01		2858-82	DIAMOND SHAMROCK CHEMICALS CO		
	01	25893	Z-498/76	DIAMOND SHAMROCK CHEMICALS CO		
	01	25893	Z-498/76	DIAMOND SHAMROCK CHEMICALS CO		
SONODET	USA	TS00317	01	775539	148088	DIAMOND SHAMROCK CHEMICALS CO
SONOLENE	USA	TS00754	01	1101105	158762	DIAMOND SHAMROCK CHEMICALS CO
SONOPOLE	USA	TS00318	01	793910	196577	DIAMOND SHAMROCK CHEMICALS CO
SONOSTAT	CANA	TS00320	01		554417	DIAMOND SHAMROCK CHEMICALS CO
		USA	01	731711	123845	DIAMOND SHAMROCK CHEMICALS CO
		01	731711	123845	DIAMOND SHAMROCK CHEMICALS CO	
		02	1257325	387452	DIAMOND SHAMROCK CHEMICALS CO	
		02	1257325	387452	DIAMOND SHAMROCK CHEMICALS CO	
		02	1257325	387452	DIAMOND SHAMROCK CHEMICALS CO	
		02	1257325	387452	DIAMOND SHAMROCK CHEMICALS CO	
		02	1257325	387452	DIAMOND SHAMROCK CHEMICALS CO	
STABELAN	USA	TS00323	01	432431	504456	DIAMOND SHAMROCK CHEMICALS CO
		TS00323	01	432431	504456	DIAMOND SHAMROCK CHEMICALS CO
STANCOAT	USA	TS00657	01	1046632	70962	DIAMOND SHAMROCK CHEMICALS CO

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
SUPER NODDEX	BRAZ	TS00329	01	004060385	484243	DIAMOND SHAMROCK CHEMICALS CO
		TS00329	01	004060385	484243	DIAMOND SHAMROCK CHEMICALS CO
	USA	TS00329	01	576351	631370	DIAMOND SHAMROCK CHEMICALS CO
		TS00329	01	576351	631370	DIAMOND SHAMROCK CHEMICALS CO
SUPERCLEAR	CANA	TS00325	01		557960	DIAMOND SHAMROCK CHEMICALS CO
		TS00325	01	688149	56752	DIAMOND SHAMROCK CHEMICALS CO
	USA	TS00325	01	688149	56752	DIAMOND SHAMROCK CHEMICALS CO
		TS00325	02	1188272	225360	DIAMOND SHAMROCK CHEMICALS CO
		TS00325	02	1188272	225360	DIAMOND SHAMROCK CHEMICALS CO
		TS00325	02	1188272	225360	DIAMOND SHAMROCK CHEMICALS CO
		TS00325	02	1188272	225360	DIAMOND SHAMROCK CHEMICALS CO
SYNEXTAN	FRAN	TS00336	01	1055646	284045	DIAMOND SHAMROCK CHEMICALS CO
		TS00336	01	1055646	284045	DIAMOND SHAMROCK CHEMICALS CO
	USA	TS00336	01	347267	386185	DIAMOND SHAMROCK CHEMICALS CO
		TS00336	01	347267	386185	DIAMOND SHAMROCK CHEMICALS CO
SYNTERGENT	ARGE	TS00337	01	964816	1194460	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	964816	1194460	DIAMOND SHAMROCK CHEMICALS CO
	ASTL	01	A190558	190558	DIAMOND SHAMROCK CHEMICALS CO	
	ASTR	TS00337	01	92936	AM2008/79	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	92936	AM2008/79	DIAMOND SHAMROCK CHEMICALS CO
	BELX	TS00337	01	89235	570297	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	89235	570297	DIAMOND SHAMROCK CHEMICALS CO
	BRAZ	TS00337	01	007146779	31948/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	007146779	31948/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	02	006868207	32129/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	02	006868207	32129/M-77	DIAMOND SHAMROCK CHEMICALS CO
	CANA	01	194749367	223828	DIAMOND SHAMROCK CHEMICALS CO	
	CHIL	TS00337	01	230701	70724	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	230701	70724	DIAMOND SHAMROCK CHEMICALS CO
	CHRO	TS00337	01	38721	N/A	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	38721	N/A	DIAMOND SHAMROCK CHEMICALS CO
	COLO	01		207451	DIAMOND SHAMROCK CHEMICALS CO	
	DENM	TS00337	01	426-1980	261779	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	426-1980	261779	DIAMOND SHAMROCK CHEMICALS CO
	ECUA	TS00337	01	289	1757	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	289	1757	DIAMOND SHAMROCK CHEMICALS CO
	FINL	TS00337	01	289	1757	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	80792	3491779	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TS00337	01	80792	3491779	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	1081778	285415	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TS00337	01	1081778	285415	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	793106	N8622/34WZ	DIAMOND SHAMROCK CHEMICALS CO
	GREG	TS00337	01	793106	N8622/34WZ	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	01	33691	33691	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TS00337	01	230027	230027	DIAMOND SHAMROCK CHEMICALS CO
		TS00337	02	232376	232376	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	01	22984	22984	DIAMOND SHAMROCK CHEMICALS CO	
ITAL	01	215090	73/323	DIAMOND SHAMROCK CHEMICALS CO		

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULTI FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER	
SYNTERGENT	ITAL	TS00337	01	215090	73/323	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	215090	73/323	DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	TS00337	01	749268	38096765	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	749268	38096765	DIAMOND SHAMROCK CHEMICALS CO	
	MAIW	TS00337	01	749268	38096765	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	16177	16177	DIAMOND SHAMROCK CHEMICALS CO	
	MEXI	TS00337	01	16177	16177	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	79027	64217	DIAMOND SHAMROCK CHEMICALS CO	
	NEZE	TS00337	01	77076	77076	DIAMOND SHAMROCK CHEMICALS CO	
	NORW	TS00337	01	76433	96475	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	76433	96475	DIAMOND SHAMROCK CHEMICALS CO	
	PERU	TS00337	01	038996	42201	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	02	038997	42202	DIAMOND SHAMROCK CHEMICALS CO	
	PHIL	TS00337	01	16189	16827	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	16189	16827	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	16189	16827	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	16189	16827	DIAMOND SHAMROCK CHEMICALS CO	
	SOUA	TS00337	01	7470948	7470948	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	7470948	7470948	DIAMOND SHAMROCK CHEMICALS CO	
	SPAI	TS00337	01	509824	509824	DIAMOND SHAMROCK CHEMICALS CO	
	SWED	TS00337	01	180788	79-3127	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	180788	79-3127	DIAMOND SHAMROCK CHEMICALS CO	
	SWIT	TS00337	01	301197	3512	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	301197	3512	DIAMOND SHAMROCK CHEMICALS CO	
	TRAN	TS00337	01	7470948	7470948	DIAMOND SHAMROCK CHEMICALS CO	
	UNKG	TS00337	01	845113	845113	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	845113	845113	DIAMOND SHAMROCK CHEMICALS CO	
	USA	TS00337	01	416718	480469	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	02	555270	585677	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	02	555270	585677	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	03	1044561	63349	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	03	1044561	63349	DIAMOND SHAMROCK CHEMICALS CO	
	ZAMB	TS00337	01	29177	29177	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	29177	29177	DIAMOND SHAMROCK CHEMICALS CO	
	ZIMB	TS00337	01	52177	52177	DIAMOND SHAMROCK CHEMICALS CO	
		TS00337	01	52177	52177	DIAMOND SHAMROCK CHEMICALS CO	
	ZURI	TS00337	01				
	SYNTORENT AND DESIGN	SWED	TS01102	01	126585	184768	DIAMOND SHAMROCK CHEMICALS CO
			TS01102	01	126585	184768	DIAMOND SHAMROCK CHEMICALS CO
	TANASOL	ARGE	TT00338	01		ABANDONED	DIAMOND SHAMROCK CORPORATION
CANA		TT00338	01	37/10132	172640	DIAMOND SHAMROCK CHEMICALS CO	
		TT00338	01	37/10132	172640	DIAMOND SHAMROCK CHEMICALS CO	
COLO		TT00338	01	72382	UNKNOWN	DIAMOND SHAMROCK CORPORATION	
INDI		TT00338	01	230030	230030	DIAMOND SHAMROCK CHEMICALS CO	
KORS		TT00338	01	18151	4764/1968	DIAMOND SHAMROCK CHEMICALS CO	
		TT00338	01	18151	4764/1968	DIAMOND SHAMROCK CHEMICALS CO	
MEXI		TT00338	01	117525	113829	DIAMOND SHAMROCK CHEMICALS CO	
UNKG		TT00338	01	8845037	845037	DIAMOND SHAMROCK CHEMICALS CO	
		TT00338	01	8845037	845037	DIAMOND SHAMROCK CHEMICALS CO	

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PROCESS CHEMICALS
TRADEMARK CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
TANASOL	USA	TT00338	01	345642	385374	DIAMOND SHAMROCK CHEMICALS CO
		TT00338	01	345642	385374	DIAMOND SHAMROCK CHEMICALS CO
	VENE	TT00338	01		9361	DIAMOND SHAMROCK CHEMICALS CO
TANOYL	CANA	TT00346	01	187741240	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
		TT00346	01	187741240	UNKNOWN	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	TT00346	01	1269766	27177769	DIAMOND SHAMROCK CHEMICALS CO
		TT00346	01	1269766	27177769	DIAMOND SHAMROCK CHEMICALS CO
	USA	TT00346	01	1269766	27177769	DIAMOND SHAMROCK CHEMICALS CO
		TT00346	01	519872	529812	DIAMOND SHAMROCK CHEMICALS CO
TAUBAMERCE	BRAZ	TT01070	01	750099585	9958/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01070	01	750099585	9958/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01070	02	006594964	9952/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01070	02	006594964	9952/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01070	03	006435980	9953/M-75	DIAMOND SHAMROCK CHEMICALS CO
TAUBAMINA	BRAZ	TT01073	01	006436021	9957/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01073	02	006436013	9956/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01073	03	006436030	9959/M-75	DIAMOND SHAMROCK CHEMICALS CO
TAUBANOL	BRAZ	TT01066	01	006868126	32117/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TT01066	01	006868126	32117/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TT01066	02	007139039	9965/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01066	02	007139039	9965/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01066	03	006436072	9964/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01066	04	006436080	9966/M-75	DIAMOND SHAMROCK CHEMICALS CO
TAUBAPON	BRAZ	TT01071	01	002178672		DIAMOND SHAMROCK CHEMICALS CO
		TT01071	01	002178672		DIAMOND SHAMROCK CHEMICALS CO
		TT01071	02	007139020	9963/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01071	02	007139020	9963/M-75	DIAMOND SHAMROCK CHEMICALS CO
		TT01071	03	006435947		DIAMOND SHAMROCK CHEMICALS CO
TENLO	BRAZ	TT00349	02	770321313	32131/M-77	DIAMOND SHAMROCK CHEMICALS CO
		TT00349	02	770321313	32131/M-77	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	TT00349	01	1124965	545834	DIAMOND SHAMROCK CHEMICALS CO
		TT00349	01	1124965	545834	DIAMOND SHAMROCK CHEMICALS CO
	GERM	TT00349	01	822729	N927776WZ	DIAMOND SHAMROCK CHEMICALS CO
	INDI	TT00349	01	230042	230042	DIAMOND SHAMROCK CHEMICALS CO
		TT00349	02	232989	232989	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	TT00349	01	210595	827249	DIAMOND SHAMROCK CHEMICALS CO
	MEXI	TT00349	01	147110	113727	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	TT00349	01	878740	878740	DIAMOND SHAMROCK CHEMICALS CO
	USA	TT00349	01	512580	554375	DIAMOND SHAMROCK CHEMICALS CO
		TT00349	01	512580	554375	DIAMOND SHAMROCK CHEMICALS CO
	ZURI	TT00349	02	576121	636930	DIAMOND SHAMROCK CHEMICALS CO
		TT00349	02	576121	636930	DIAMOND SHAMROCK CHEMICALS CO
	ZURI	TT00349	01			

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PROCESS CHEMICALS
 TRADEMARK CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1936

PAGE 56

TRADEMARK	COUNTRY	CASE NUMBER	MULT FILE	REGISTRATION NUMBER	APPLICATION NUMBER	RECORD OWNER
TENLO IN KATAKANA	JAPA	TT00564	01	777833	39691/66	DIAMOND SHAMROCK CHEMICALS CO
		TT00564	01	777833	39691/66	DIAMOND SHAMROCK CHEMICALS CO
		TT00564	01	777833	39691/66	DIAMOND SHAMROCK CHEMICALS CO
TENLO-70	CANA	TT00528	01	130820	270216	DIAMOND SHAMROCK CHEMICALS CO
		TT00528	01	130820	270216	DIAMOND SHAMROCK CHEMICALS CO
TEXTILINE	USA	TT00352	01	100902	79769	DIAMOND SHAMROCK CHEMICALS CO
		TT00352	01	100902	79769	DIAMOND SHAMROCK CHEMICALS CO
TREM	USA	TT00357	01	501200	531793	DIAMOND SHAMROCK CHEMICALS CO
		TT00357	01	501200	531793	DIAMOND SHAMROCK CHEMICALS CO
WORSTED OIL 12	FRAN	TW00386	01	1059960	288890	DIAMOND SHAMROCK CHEMICALS CO
		TW00386	01	1059960	288890	DIAMOND SHAMROCK CHEMICALS CO
		ITAL	TW00386	01	210596	82/250


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PROCESS CHEM - PATENTS

11



OCC033728

PCO - GENERAL
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
PNO1193	USA	03	3498913	718000	870303	DIAMOND SHAMROCK CHEMICALS CO
PNO1237	CANA	02	835830	003539	870303	DIAMOND SHAMROCK CHEMICALS CO
		03	835827	003540	870303	DIAMOND SHAMROCK CHEMICALS CO
		04	835828	003541	870303	DIAMOND SHAMROCK CHEMICALS CO
		05	835829	003542	870303	DIAMOND SHAMROCK CHEMICALS CO
		07	871660	003544	880525	DIAMOND SHAMROCK CHEMICALS CO
		08	828233	003545	861125	DIAMOND SHAMROCK CHEMICALS CO
PNO1247	CANA	01	874486	999088	880629	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3476710	599397	861104	DIAMOND SHAMROCK CHEMICALS CO
PNO1256	USA	02	3534852	729713	871020	DIAMOND SHAMROCK CHEMICALS CO
PNO1257	CANA	01	854302	977624	871020	DIAMOND SHAMROCK CHEMICALS CO
PNO1260	CANA	01	824738	006286	861007	DIAMOND SHAMROCK CHEMICALS CO
		02	858432	041491	871215	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3509021	624154	870428	DIAMOND SHAMROCK CHEMICALS CO
PNO1287	CANA	02	870503	047995	880511	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3477801	729858	861111	DIAMOND SHAMROCK CHEMICALS CO
PNO1289	CANA	02	860827	053075	880112	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3480379	739952	861125	DIAMOND SHAMROCK CHEMICALS CO
PNO1297	CANA	01	1015088	121104	940802	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3655619	807154	890411	DIAMOND SHAMROCK CHEMICALS CO
		03	3674415	807158	890704	DIAMOND SHAMROCK CHEMICALS CO
		06	3790606	76988	910205	DIAMOND SHAMROCK CHEMICALS CO
PNO1299	CANA	01	871775	023522	880525	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3491067	652692	870120	DIAMOND SHAMROCK CHEMICALS CO
PNO1309	CANA	01	835455	975219	870224	DIAMOND SHAMROCK CHEMICALS CO
		02	858626	053196	871215	DIAMOND SHAMROCK CHEMICALS CO
PX00215	USA	01	3489723	599411	870113	DIAMOND SHAMROCK CHEMICALS CO
P001280	USA	01	3493318	401722	870203	DIAMOND SHAMROCK CHEMICALS CO
P001835	USA	02	3726825	124491	900410	DIAMOND SHAMROCK CHEMICALS CO
P001860	CANA	02	873797	33807	880622	DIAMOND SHAMROCK CHEMICALS CO
P001991	CANA	01	922448	110681	900306	DIAMOND SHAMROCK CHEMICALS CO
P002933	USA	01	4187192	876172	970205	DIAMOND SHAMROCK UK LIMITED

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PCD - POLYMERCAPTANS
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULTI FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
PX00116	FRAN	01	1498731	79435	861011	DIAMOND SHAMROCK CHEMICALS CO
	ISRA	01	26665	26665	861010	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	01	786104	41993 A 66	861008	DIAMOND SHAMROCK CHEMICALS CO
P001919	CANA	01	944092	060431	910319	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3618760	765626	881109	DIAMOND SHAMROCK CHEMICALS CO
P001957	USA	01	3582515	788094	880601	DIAMOND SHAMROCK CHEMICALS CO
P002015	CANA	02	969974	155514	920624	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3764578	192578	901009	DIAMOND SHAMROCK CHEMICALS CO
P002180	CANA	01	1023896	201917	950103	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3978151	509750	930831	DIAMOND SHAMROCK CHEMICALS CO
P002392A	USA	02	4142042	839940	960227	DIAMOND SHAMROCK CHEMICALS CO
P002392B	USA	01	4092293	699335	950530	DIAMOND SHAMROCK CHEMICALS CO
P003074	BELG	01	BE 0014745	79104637.8	991121	DIAMOND SHAMROCK CHEMICALS CO
	CANA	01	1136338	340335	991123	DIAMOND SHAMROCK CHEMICALS CO
	DENM	01		5113 79	991130	DIAMOND SHAMROCK CHEMICALS CO
	FINL	01	66628	79 3757	991130	DIAMOND SHAMROCK CHEMICALS CO
	FRAN	01	FR 0014745	79104637.8	991121	DIAMOND SHAMROCK CHEMICALS CO
	GERW	01	P2965535.4	EP0014745	991121	DIAMOND SHAMROCK CHEMICALS CO
	ITAL	01	IT 0014745	47814 BE 83	991121	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	01		152867 79		DIAMOND SHAMROCK CHEMICALS CO
	NORW	01	152135	793748	991120	DIAMOND SHAMROCK CHEMICALS CO
	SWED	01	SE 0014745	79104637.8	991121	DIAMOND SHAMROCK CHEMICALS CO
	UNKG	01	GB 0014745	79104637.8	991121	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4177173	971434	961204	DIAMOND SHAMROCK CHEMICALS CO
	ZEPC	01	0014745	79104637.8	991121	DIAMOND SHAMROCK CHEMICALS CO
P003298	JAPA	01		168251 82		DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4383090	306323	000510	DIAMOND SHAMROCK CHEMICALS CO

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PCO - PAPER
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
PND1315	CANA	01	830449	975220	861223	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3519478	790478	870707	DIAMOND SHAMROCK CHEMICALS CO
P001909	USA	01	3535288	725494	871020	DIAMOND SHAMROCK CHEMICALS CO
P001914	CANA	01	875454	042284	880713	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3582461	705298	880601	DIAMOND SHAMROCK CHEMICALS CO
P001946	CANA	01	901747	097119	890530	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3647769	877008	890307	DIAMOND SHAMROCK CHEMICALS CO
P001998	CANA	01	907459	079799	890815	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3673105	815498	890627	DIAMOND SHAMROCK CHEMICALS CO
P001999	CANA USA	01	915545	085765	891128	DIAMOND SHAMROCK CHEMICALS CO
		01	3697440	837297	891010	DIAMOND SHAMROCK CHEMICALS CO
		02	3793223	263227	891010	DIAMOND SHAMROCK CHEMICALS CO
P002070	USA	01	3703563	155253	891121	DIAMOND SHAMROCK CHEMICALS CO
P002072	CANA	01	927707	122077	900605	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3677963	77009	890718	DIAMOND SHAMROCK CHEMICALS CO
P002073	CANA	01	909630	120813	890912	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3652453	6296	890328	DIAMOND SHAMROCK CHEMICALS CO
P002103	USA	01	3734889	174970	900522	DIAMOND SHAMROCK CHEMICALS CO
P002108	CANA	01	1038753	219184	950919	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3879536	312217	920422	DIAMOND SHAMROCK CHEMICALS CO
P002187	CANA	01	1015240	190739	940809	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	4021365	597149	940503	DIAMOND SHAMROCK CHEMICALS CO
P002202	CANA	01	1011012	160874	940524	DIAMOND SHAMROCK CHEMICALS CO
	CHIL	01	28050	26 73	890201	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3793279	304729	910219	DIAMOND SHAMROCK CHEMICALS CO
		03	3992251	616858	931116	DIAMOND SHAMROCK CHEMICALS CO
P002324	CANA	01	1064508	253059	961016	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3963751	595531	930615	DIAMOND SHAMROCK CHEMICALS CO
P002364	CANA	01	1044984	239140	951226	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3951853	520483	930420	DIAMOND SHAMROCK CHEMICALS CO
P002706	CANA	01	1129302	324327	990810	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4208301	922674	970617	DIAMOND SHAMROCK CHEMICALS CO
P002709	ARGE	01	221922	279607	960331	DIAMOND SHAMROCK CHEMICALS CO
	CANA	01	1148833	338493	000628	DIAMOND SHAMROCK CHEMICALS CO
	JAPA	01	1248149	143169 79		DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4225456	957695	970930	DIAMOND SHAMROCK CHEMICALS CO

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PCD - PAPER
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
P003117	USA	01	4275906	58563	980630	DIAMOND SHAMROCK CHEMICALS CO
P003543	CANA	01		442756		DIAMOND SHAMROCK CHEMICALS CO
	JAPA	01		17644 84		DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4471087	470393	010911	DIAMOND SHAMROCK CHEMICALS CO
	ZEPG	01		84101929-2	040223	DIAMOND SHAMROCK CHEMICALS CO
P003636A	USA	01		623471		DIAMOND SHAMROCK CHEMICALS CO
P003636B	USA	01		661386		DIAMOND SHAMROCK CHEMICALS CO
P003711	USA	01	3899387	350004	920812	DIAMOND SHAMROCK CHEMICALS CO
P003712	BRAZ	01		P18304283	980809	ECONOMICS LABORATORY, INC.
	CANA	01		428585		DIAMOND SHAMROCK CANADA LTD.
	FINL	01		832859	030809	ECONOMICS LABORATORY, INC.
	FRAN	01		8310399	030623	ECONOMICS LABORATORY, INC.
	GERW	01	P3322330.0	P3322330.0-44	030622	ECONOMICS LABORATORY, INC.
		02		P3347906.2	030622	ECONOMICS LABORATORY, INC.
	ITAL	01		48627 A 83	030706	ECONOMICS LABORATORY, INC.
	JAPA	01		143097/83		ECONOMICS LABORATORY, INC.
	NORW	01		832855	030809	ECONOMICS LABORATORY, INC.
	SWED	01		83 04339 B	030809	ECONOMICS LABORATORY, INC.
	UNKG	01	2125058	8321359	030809	ECONOMICS LABORATORY, INC.
	USA	01	4483741	406885	011120	DIAMOND SHAMROCK CHEMICALS CO
		02	4605773	608775	030812	DIAMOND SHAMROCK CHEMICALS CO
P003713	USA	02	4518459	458432	020521	DIAMOND SHAMROCK CHEMICALS CO
P003714	CANA	01		455093		DIAMOND SHAMROCK CANADA LTD.
	JAPA	01		116790 84		ECONOMICS LABORATORY, INC.
	USA	02		742138		DIAMOND SHAMROCK CHEMICALS CO
P003715	USA	02	4599190	630540	030708	DIAMOND SHAMROCK CHEMICALS CO
P003716	BRAZ	01		P18501759	000412	ECONOMICS LABORATORY, INC.
	CANA	01		479010		DIAMOND SHAMROCK CANADA LTD.
	FINL	01		851511	050415	ECONOMICS LABORATORY, INC.
	JAPA	01		76886 85		ECONOMICS LABORATORY, INC.
	NORW	01		851455	050411	ECONOMICS LABORATORY
	USA	02		833653		DIAMOND SHAMROCK CHEMICALS CO
	ZEPG	01		85302568-2	050412	ECONOMICS LABORATORY, INC.
P003717	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003724	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003725	USA	01				DIAMOND SHAMROCK CHEMICALS CO

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PCD - PERFORMANCE CHEMICALS
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
PNO1310	CANA	01	828221	975221	861125	DIAMOND SHAMROCK CHEMICALS CO
		02	833080	045831	870127	DIAMOND SHAMROCK CHEMICALS CO
PNO1314	CANA	01	837560	975222	870324	DIAMOND SHAMROCK CHEMICALS CO
P001837	CANA	01	886054	071072	881116	DIAMOND SHAMROCK CHEMICALS CO
P001848	USA	01	3578594	685335	880511	DIAMOND SHAMROCK CHEMICALS CO
P002261	CANA	01	1042611	206927	951121	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	4066390	642366	950103	DIAMOND SHAMROCK CHEMICALS CO
P002262	PERU	01	0540	001361	880403	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3974321	481214	930810	DIAMOND SHAMROCK CHEMICALS CO
		02	4033922	671967	940705	DIAMOND SHAMROCK CHEMICALS CO
P002274	USA	01	3953339	397299	930427	DIAMOND SHAMROCK CHEMICALS CO
P002306	USA	01	3918983	437053	921111	DIAMOND SHAMROCK CHEMICALS CO
P002322	USA	01	3936268	521548	930203	DIAMOND SHAMROCK CHEMICALS CO
P002333	USA	02	4128398	656289	951205	DIAMOND SHAMROCK CHEMICALS CO
P002365	USA	01	3981679	579462	930921	DIAMOND SHAMROCK CHEMICALS CO
P002378A	USA	01	4049668	560697	940920	DIAMOND SHAMROCK CHEMICALS CO
P002378B	USA	01	3980715	560698	930914	DIAMOND SHAMROCK CHEMICALS CO
		04	4093775	680787	950606	DIAMOND SHAMROCK CHEMICALS CO
P002378C	USA	01	4140709	560719	960220	DIAMOND SHAMROCK CHEMICALS CO
		02	4208466	942993	970617	DIAMOND SHAMROCK CHEMICALS CO
P002399A	CANA	01	1076599	270719	970429	DIAMOND SHAMROCK CHEMICALS CO
	PHIL	01		19454		DIAMOND SHAMROCK CORPORATION
	USA	01	4089894	654069	950516	DIAMOND SHAMROCK CHEMICALS CO
P002399B	USA	01	4110367	654068	950829	DIAMOND SHAMROCK CHEMICALS CO
P002557	USA	01	4245994	820120	980120	DIAMOND SHAMROCK CHEMICALS CO
P003313	JAPA	01		8757 82		DIAMOND SHAMROCK CHEMICALS CO

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PCD - SPECIALTY CHEMICALS
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
PNO1189	CANA	01	833087	004300	870127	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3475113	604509	861028	DIAMOND SHAMROCK CHEMICALS CO
PNO1342	CANA	01	867321	015984	880330	DIAMOND SHAMROCK CHEMICALS CO
P001844	CANA	01	862054	039328	880126	DIAMOND SHAMROCK CHEMICALS CO
P002018	USA	01	3718604	67570	900227	DIAMOND SHAMROCK CHEMICALS CO
P002078	CANA	01	953456	128437	910827	DIAMOND SHAMROCK CHEMICALS CO
	USA	03	3934975	405113	930127	DIAMOND SHAMROCK CHEMICALS CO
		04	4054617	651959	941018	DIAMOND SHAMROCK CHEMICALS CO
P002134	CANA	01	975903	154026	921014	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3764358	190278	901009	DIAMOND SHAMROCK CHEMICALS CO
P002165	USA	01	4074968	677494	950221	DIAMOND SHAMROCK CHEMICALS CO
P002233	USA	02	3981837	453926	930921	DIAMOND SHAMROCK CHEMICALS CO
P002270	CANA	01	1034700	216957	950711	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3970620	589758	930720	DIAMOND SHAMROCK CHEMICALS CO
P002341A	CHIL	01	29531	796 75	910412	DIAMOND SHAMROCK CHEMICALS CO
P002341B	CHIL	01	29858	795 75	911102	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	3936494	509283	930203	DIAMOND SHAMROCK CHEMICALS CO
P002360	USA	01	3945955	533157	930323	DIAMOND SHAMROCK CHEMICALS CO
P002369	CANA	01	1051313	237956	960327	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	3954491	516398	930504	DIAMOND SHAMROCK CHEMICALS CO
P002374	CANA	01	1052504	228293	960417	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	4018559	574634	940419	DIAMOND SHAMROCK CHEMICALS CO
P002457	USA	01	4177243	662877	961204	DIAMOND SHAMROCK CHEMICALS CO
P002562	CANA	01	1112538	310326	981117	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4123383	834163	951031	DIAMOND SHAMROCK CHEMICALS CO
P002759	CANA	01	1117149	325113	990126	DIAMOND SHAMROCK CHEMICALS CO
	USA	02	4164426	925031	960814	DIAMOND SHAMROCK CHEMICALS CO
P003072	JAPA	01		49112 80		DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4256871	31113	980317	DIAMOND SHAMROCK CHEMICALS CO
		02	4297259	147383	981027	DIAMOND SHAMROCK CHEMICALS CO
P003081	JAPA	01		179062 83		DIAMOND SHAMROCK CHEMICALS CO
	USA	01		425288		DIAMOND SHAMROCK CHEMICALS CO
P003100	CANA	01	1179570	376344	011218	DIAMOND SHAMROCK CHEMICALS CO

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AUG 29 1986

PCD - SPECIALTY CHEMICALS
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

PAGE 2

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
P003165	USA	01	4290817	112564	980922	DIAMOND SHAMROCK CHEMICALS CO
P003172	JAPA	01		32374 81		DIAMOND SHAMROCK CHEMICALS CO
P003249	JAPA	01		206813 81		DIAMOND SHAMROCK CHEMICALS CO
P003291A	JAPA USA	01 01	4364741	48108 82 247702	991221	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003291B	JAPA USA	01 01	4364742	52212 82 250018	991221	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003291C	JAPA USA	01 01	4363637	54735 82 252023	991214	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003340	USA	01	4478602	348238	011023	DIAMOND SHAMROCK CHEMICALS CO
P003362	USA	01 02	4443382 4504316	345238 417515	010417 020312	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003383A	USA	01	4391645	367263	000705	DIAMOND SHAMROCK CHEMICALS CO
P003383B	USA	01	4440577	415018	010403	DIAMOND SHAMROCK CHEMICALS CO
P003384	CANA JAPA USA	01 01 02 03	1189089	408143 143191 82 396698 4479826	020618 010703 011030	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003427A	JAPA USA	01 01	4415338	103514 83 387176	001115	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003427B	USA	01	4436528	419618	010313	DIAMOND SHAMROCK CHEMICALS CO
P003428	USA	01	4447266	415741	010508	DIAMOND SHAMROCK CHEMICALS CO
P003429	USA	01	4414034	399758	001108	DIAMOND SHAMROCK CHEMICALS CO
P003431	USA	01	4441929	411034	010410	DIAMOND SHAMROCK CHEMICALS CO
P003432	USA	01	4424074	411033	010103	DIAMOND SHAMROCK CHEMICALS CO
P003440	ASTL CANA JAPA USA	01 01 01 02	1179133	13562 83 406587 68257 83 611388	990415 011211	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003475	ASTL CANA JAPA USA	01 01 01 03	1179132	13561 83 406586 68258 83 620548	990415 011211	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO

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AUG 29, 1986

PCD - SPECIALTY CHEMICALS
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

PAGE 3

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
P003475	ZEPC	01		83103530-8	030412	DIAMOND SHAMROCK CHEMICALS CO
P003495	USA	01	4492590	447315	020108	DIAMOND SHAMROCK CHEMICALS CO
P003486	JAPA USA	01 01	4457762	503 84 456394	010703	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003533	USA	01	4492589	419753	020108	DIAMOND SHAMROCK CHEMICALS CO
P003539	USA	01	4514189	469168	020430	DIAMOND SHAMROCK CHEMICALS CO
P003574	USA	01	4501594	544076	020226	DIAMOND SHAMROCK CHEMICALS CO
P003630A	USA	01 02		608864 795883		DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003630B	USA	01 02		605933 797212		DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO
P003633	USA	01	4505833	538211	020319	DIAMOND SHAMROCK CHEMICALS CO
P003634	USA	01	4599372	516535	030708	DIAMOND SHAMROCK CHEMICALS CO
P003643	USA	01	4561986	632284	021231	DIAMOND SHAMROCK CHEMICALS CO
P003661	USA	01		732745		DIAMOND SHAMROCK CHEMICALS CO
P003677	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003692	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003695	USA	01		826583		DIAMOND SHAMROCK CHEMICALS CO
P003699	USA	01				
P003700	USA	01				
P003702	USA	01				
P003703	USA	01				
P003708	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003709	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003710	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003726	USA	01				

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OCCNJ 0001033

PCD - COMMERCIAL DEVELOPMENT
 PATENTS CASES WORLDWIDE
 AS OF SEPTEMBER 1, 1986

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
P003107	JAPA	01		143581 80		DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4330450	84986	990518	DIAMOND SHAMROCK CHEMICALS CO
		02	4363886	299619	991214	DIAMOND SHAMROCK CHEMICALS CO
		03	4392917	308175	000712	DIAMOND SHAMROCK CHEMICALS CO
		04	4431548	482407	010214	DIAMOND SHAMROCK CHEMICALS CO
		05	4505828	541544	020319	DIAMOND SHAMROCK CHEMICALS CO
		06	4552670	704553	021112	DIAMOND SHAMROCK CHEMICALS CO
P003476	ASTL	01		20172 83	991014	DIAMOND SHAMROCK CHEMICALS CO
	USA	01	4478795	434934	011023	DIAMOND SHAMROCK CHEMICALS CO
P003620A	USA	01		777503		DIAMOND SHAMROCK CHEMICALS CO
P003620B	USA	01		699381		DIAMOND SHAMROCK CHEMICALS CO
P003642	USA	01		699360		DIAMOND SHAMROCK CHEMICALS CO
P003659	USA	01				
P003679	USA	01		863149		DIAMOND SHAMROCK CHEMICALS CO
P003698	USA	01		844978		DIAMOND SHAMROCK CHEMICALS CO
P003704	USA	01				
P003705	USA	01				DIAMOND SHAMROCK CHEMICALS CO
P003719	USA	01		855965		DIAMOND SHAMROCK CHEMICALS CO

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AUG 29, 1986

PCD - TEXTILES
PATENTS CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

PAGE 1

CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
P003001	UNKG	01	1565353	33439 75	960806	IWS NOMINEE AND LANKRO (JOINT)
P003373	USA	01	4379913	374670	000412	DIAMOND SHAMROCK CHEMICALS CO
P003562	USA	01 02	4531946 4605418	473550 695578	020730 030812	DIAMOND SHAMROCK CHEMICALS CO DIAMOND SHAMROCK CHEMICALS CO

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CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER	
P003003	ASTR	01	E7545	0009967	991002	DIAMOND SHAMROCK UK LIMITED	
	BELG	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	CANA	01	1136796	336747	991130	DIAMOND SHAMROCK UK LIMITED	
	FRAN	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	GERW	01	P2966989.4	EP009967	991002	DIAMOND SHAMROCK UK LIMITED	
	ITAL	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	JAPA	01		127828 79		LANKRO CHEMICALS LIMITED	
	LXBG	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	NERL	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	SWED	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	SWIT	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	UNKG	01	2030584	78 39149	981003	DIAMOND SHAMROCK UK LIMITED	
			02	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED
	USA	01	4283480	80545	980811	DIAMOND SHAMROCK UK LIMITED	
	ZEPC	01	0009967	79302084.3	991002	DIAMOND SHAMROCK UK LIMITED	
	P003192	ASTR	01	EP E10186	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO
BELG		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
CANA		01	1180720	398011	020108	DIAMOND SHAMROCK CHEMICALS CO	
FRAN		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
GERW		01	P3261169.2	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
ITAL		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
JAPA		01		53636 82		DIAMOND SHAMROCK CHEMICALS CO	
LXBG		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
NERL		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
SOUA		01	82 2263	82 2263	020401	DIAMOND SHAMROCK CHEMICALS CO	
SWED		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
SWIT		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
UNKG		01	EP 0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO	
USA		01	4382135	250058	000503	DIAMOND SHAMROCK CHEMICALS CO	
ZEPC	01	0062807	82102533.5	020325	DIAMOND SHAMROCK CHEMICALS CO		
P003341	USA	02	4417023	347512	001122	DIAMOND SHAMROCK CHEMICALS CO	
P003621	USA	01	4563307	513454	030107	DIAMOND SHAMROCK CHEMICALS CO	
		02	4605698	775430	030812	DIAMOND SHAMROCK CHEMICALS CO	
P003650	ASTL	01		60419 86	020722	DIAMOND SHAMROCK CHEMICALS CO	
	CANA	01				DIAMOND SHAMROCK CHEMICALS CO	
	JAPA	01				DIAMOND SHAMROCK CHEMICALS CO	
	USA	02		797483		DIAMOND SHAMROCK CHEMICALS CO	
		03		849301		DIAMOND SHAMROCK CHEMICALS CO	
ZEPC	01		86109512.3	060711	DIAMOND SHAMROCK CHEMICALS CO		
P003694	USA	01				DIAMOND SHAMROCK CHEMICALS CO	
P003707	USA	01				DIAMOND SHAMROCK CHEMICALS CO	
P003720	USA	01				DIAMOND SHAMROCK CHEMICALS CO	
P003721	USA	01				DIAMOND SHAMROCK CHEMICALS CO	

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AUG 29, 1986

PCD - COATINGS & ADHESIVES
PATENTS: CASES WORLDWIDE
AS OF SEPTEMBER 1, 1986

PAGE 2

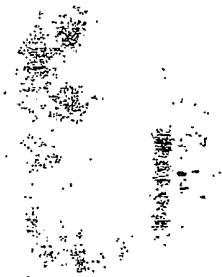
CASE NO.	COUNTRY	MULT FILE	PATENT NUMBER	SERIAL NUMBER	EXPIRATION DATE	RECORD OWNER
P003722	USA	01				

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OCCNJ 0001037



PROCESS CHEMICALS - COPYRIGHTS



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EXHIBIT C

PROCESS CHEMICALS DIVISION

Registered Copyrights

<u>Registration No.</u>	<u>Title</u>	<u>Date of Publication</u>
*A-341712	NOPCO GS-15	June 4, 1958
*A-341713	NOPCO NLZ, Ultraviolet Light Absorber	June 5, 1958
*A-347477	NOPCO 2088-V, Rope and Cordage Lubricant	July 14, 1958
*A-347478	NOPCOTEX A, Cationic Softener and Dye Leveling Agent	July 14, 1958
*A-352454	NOPCO Lubricants for Cellulose Acetate Yarns	August 27, 1958
*A-352455	NOPCO 100, Blended Fatty Lubricant for Wool and Synthetic Fibers	August 29, 1958

OCC033742

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
*A-352456	NOPCOTEX H, A Nonionic Fabric Softener	August 29, 1958
*A-353159	NOPCO KF-99, Textile Mill Defoaming Agent	August 20, 1958
*A-353160	DROXOL B, Intermediate for Making Alkyd, Polyester, and Epoxy Resins	August 25, 1958
*A-357208	NOPCOSULF Series, Sulfated Oils for Industrial Uses	September 15, 1958
*A-357209	NOPCO X	September 15, 1958
*A-357210	NOPCO 1055-X, Paraffin Wax Emulsion for Textile Finishing	September 15, 1958
*A-357211	NOPCO 2088-V, Douppioni Silk Soaking Oil	June 12, 1958
*A-357212	NOPCO 1658-C, Synthetic Detergent for Fulling & Scouring Woolen & Worsted Fabrics	June 12, 1958
*A-357213	NOPCO 1425-B, Dyeing Assistant for Milling Acid, Premetalized Acid, and Acid Dyestuffs on Wool and Synthetics (Also Selected Direct and Vat Colors)	June 12, 1958
*A-357214	NOPCONE AR, Coning Oil for Synthetic Filament Yarns	June 12, 1958
*A-357215	NOPCONE LV, Antistatic Coning Oil for All Synthetic Yarns	June 12, 1958
*A-357216	NOPCO 2203, Low Cost Soluble Wool Oil	June 12, 1958
*A-364831	NOPCOLURE 130, Top Wax for Dacron and Nylon Warp Sizes	October 14, 1958
*A-364832	NOPCO 1100-R (Also Known as NOPCO Hosiery Treatment #1)	October 17, 1958

OCC033743

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
*A-364833	NOPCO LLP-4 and NOPCO LLP-5	November 11, 1958
*A-365397	NOPCO Antioxidant 100	November 17, 1958
*A-365398	NOPCONE A (Also Known as NOPCO 1056-A)	November 17, 1958
*A-365399	The POLYMUL Series, Polyethylene Emulsions for Coatings	November 19, 1958
**See Insert A		
*A-369114	NOPCO 1227-B Extra Improved (Also Known as NOPCO 1203-C)	November 17, 1958
*A-375089	The NOPCOSTAT Series Antistatic Lubricants for Synthetic Staple	December 30, 1958
*A-375090	The HYONIC FA Series, Alkylolamide Detergents for Household and Industrial Cleaning Compounds	December 23, 1958
*A-375091	NOPCO Soap R	January 19, 1959
*A-375092	NOPCO 1111, Plasticizer- Lubricant for Warp Sizing Viscose Filament Yarns	January 27, 1959
*A-376648	HYONIC PE 225, A Low Foaming Nonionic Detergent	January 27, 1959
*A-378213	NOPCO Worsted Oil 12 (Also Known as NOPCO 1656-R), Antistatic Lubricant for Worsted Systems	February 16, 1959
*A-379183	Formulating with HYONIC Surfactants, A Guide to Preparing Household and Industrial Cleaning Compounds	February 26, 1959
*A-379666	AGRIWET 9086, Wetting Agent for Pesticidal Wettable Powders	January 5, 1959
*A-387368	METASAP Thickener-A, A Bodying Agent for Protective Coating Vehicles	April 27, 1959
*A-387369	NOPCOSORB L, Ultraviolet Light Absorber	April 8, 1959

OCC033744

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
*A-394178	A Method for the Analysis of Alkylolamides	May 25, 1959
*A-397696	NOPCO Wax Emulsions for the Ceramic Industry	June 15, 1959
*A-405607	METASAP C-55, Liquid Zinc Vinyl Stabilizer	August 21, 1959
*A-405608	METASAP K-70, An All Organic Activator	August 21, 1959
*A-405609	METASAP AB-61, Liquid Cadmium Barium Vinyl Stabilizer	August 21, 1959
*A-405610	METASAP AB-19, Cadmium Barium Vinyl Stabilizer	August 21, 1959
*A-405611	METASAP AC-23, Barium-Zinc Vinyl Stabilizer	August 21, 1959
*A-405612	METASAP BA-13, Cadmium-Barium Complex for Vinyl Stabilization	August 21, 1959
*A-405613	METASAP K-60, Organic Activator for Vinyl Stabilization	August 21, 1959
*A-410696	NOPCO Wetting Agents	August 29, 1959
*A-410697	NOPCO 1056-A (Also Known as KONRITE A)	August 19, 1959
*A-410698	NOPCOTEX AR-35, Superior Cationic Finishing Compound	August 19, 1959
*A-413672/ *A-414823	NOPCOFOAM for Institutional Mattress Cores	November 18, 1959
*A-428325	SYNTERGENT 28-B, A Nonionic Detergent for Raw Wool Scouring	January 22, 1960
*A-428930	NOPCO 2225-C, Freeze-Thaw Stabilizer for Latex Paints	January 22, 1960
*A-428931	NOPCO TF #27 (Also Known as NOPCO 1409-C)	January 21, 1960
*A-435792	LOMAR Series of Dispersing Agents	March 14, 1960
*A-445163	NOPCOTEX V, Non-Yellowing Cationic Softener	May 2, 1960

OCC033745

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
*A-445164	NOPCOTEX LB, A Non-Substantive Softener	May 2, 1960
*A-445165	NOPCOTEX NP-25, A Nonionic Softener and Napping Aid	May 2, 1960
*A-446413	NOPCO Wetting Agents	April 27, 1960
*A-462315	METASAP AB-62, A New, Improved Liquid Cadmium-Barium Vinyl Stabilizer	September 9, 1960
*A-462316	NOPCO Worsted Oil NL	July 12, 1960
*A-462317	NOPCOWAX 22-DS	July 27, 1960
*A-462318	DURPON LM	July 27, 1960
*A-462319	NOPCO Syntan Specifications	July 28, 1960
*A-462320	NOPCOTE C-104	July 26, 1960
*A-462321	METASAP MCG-1	July 20, 1960
*A-463165	Hydrosulfite AWC, Redox Component for Emulsion Polymerization	July 21, 1960
*A-463166	LOMAR PW, Dispersing Agent for Latex Paints and Adhesives	July 20, 1960
*A-463167	DILEINE N, Durable Gas Fading Inhibitor for Acetate and Arnel	July 22, 1960
*A-463168	Hydrosulfite BZ, Basic Zinc Sulfoxylate Formaldehyde	July 21, 1960
*A-463169	CETALON SZ, Stripping Agent for Wool and Synthetics	July 21, 1960
*A-463170	HYDROZIN, Stripping Agent for Wool and Synthetics	July 21, 1960
*A-463171	DILEINE Conc., Concentrated, Durable Gas Fading Inhibitor	July 22, 1960
*A-463172	AMPROZYME 2L, Double Strength Enzyme for De-sizing	July 23, 1960
*A-463173	Hydrosulfite of Soda Conc.	July 21, 1960
*A-463174	Hydrosulfite AWC	July 21, 1960

OCC033746

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
*A-463175	Sodium Hydrosulfite, Bleaching Agent for Kaolin Clays	September 14, 1960
*A-463176	MONOTAN O-357, Specifications and Recommended Uses	August 8, 1960
*A-463177	Sodium Hydrosulfite, Groundwood Pulp Bleaching Agent	August 8, 1960
*A-463178	MONOTAN Q and MONOTAN R, General Procedure for Retanning Chrome Stock	August 8, 1960
*A-463179	MONOTAN R Liquid and MONOTAN R Powder, Specifications and Recommended Uses	August 8, 1960
*A-463180	MONOTAN Q, Specifications and Recommended Uses	August 8, 1960
*A-463181	TANASOL NCO	July 28, 1960
*A-463182	TANASOL PW	July 29, 1960
*A-466783	HYDROZIN, Reducing Agent for Emulsion Polymerization	October 5, 1960
*A-466784	Hydrosulfite of Soda, Concentrated, Powerful, High Stability Reducing Agent	October 5, 1960
*A-466785	SYNEKTAN O-272, Retan or Bleach for Chrome Tans	October 5, 1960
*A-466786	SYNEKTAN NPP, For Lightfast White and Pastel Leathers	October 5, 1960
*A-467264	SYNEKTAN O-230, Specifications and Recommended Uses	September 29, 1960
*A-467265	SYNEKTAN O-230, Syntan for All White Leathers	September 29, 1960
*A-467266	SUPERCLEAR, Thickener for Printing Pastes	October 10, 1960
*A-467267	SYNEKTAN NCRP, For Sports Goods, Suede, and Coat Leathers	September 29, 1960
*A-468791	NOPCOFOAM, Foamed-in-Place Plastic	October 19, 1960
*A-470462	NOPCOFOAM, Low Temperature Insulation	October 20, 1960

OCC033747

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
*A-475340/ *A-478601	AGRIMUL A-100 and AGRIMUL N-100, Emulsifier Pair for Wide Range Toxicant Formulating	November 14, 1960
*A-475341/ *A-479544	Nylon Yarn and Fiber Lubricants	November 14, 1960
*A-475342/ *A-480548	PARNOL 40, Sodium Dodecyl Benzene Sulfonate	October 31, 1960
*A-478458	Sandwich Panel Core Material Low Density	December 30, 1960
*A-478459	Comfort Cushioning, NOPCOFOAM F-202, (Polyether Base)	December 30, 1960
*A-478460	Crash Padding, NOPCOFOAM SX-112	December 30, 1960
*A-480957	Emulsifier W-1830, For Making Orthodichlorobenzene Emulsions	December 20, 1960
A-481294	NOPCO DE-108 Series	January 11, 1961
A-481295	NOPCO DC 123 and NOPCO DC 125	January 9, 1961
A-481296	NOPCO X Special (Anti-Microbial Agent for Wool Staple)	January 9, 1961
***See Insert B A-490236	NOPCO DF 242	February 17, 1961
A-490241	NOPCO 1248-X, Furniture Polish Base	March 3, 1961
A-490242	NOPCO DF 208	February 17, 1961
A-490243	NOPCO DF 209	February 17, 1961
A-490244	NOPCO DF 237	February 17, 1961
A-490246	NOPCO DF 244	February 17, 1961
****See Insert C A-494651	METASAP MCG-1, A Unique, Silicious Flattening Agent	March 16, 1961
A-494653	NOPCO DF 211	February 17, 1961
A-494654	NOPCO POLYMULS (Polyethylene Emulsions for Textile Finishing)	March 22, 1961
*****See Insert D A-494732	NOPCO DF 103	February 17, 1961
A-494733	NOPCO DF 106	February 17, 1961

OCC033748

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-494734	NOPCO DF 107	February 17, 1961
A-494735	NOPCO DF 118	February 17, 1961
A-494736	NOPCO DF 119	February 17, 1961
A-494737	NOPCO DF 120	February 17, 1961
A-494738	NOPCO DF 121	February 17, 1961
A-494739	NOPCO DF 122	February 17, 1961
A-494740	NOPCO DF 123	February 17, 1961
A-494741	NOPCO DF 125	February 17, 1961
A-494742	NOPCO DF 126	February 17, 1961
A-494743	NOPCO DF 130	February 17, 1961
A-494744	NOPCO DF 131	February 17, 1961
A-494745	NOPCO DF 136	February 17, 1961
A-494746	NOPCO DF 204	February 17, 1961
A-494747	NOPCO DF 205	February 17, 1961
A-494748	NOPCO DF 206	February 17, 1961
A-494749	NOPCO DF 213	February 17, 1961
A-494750	NOPCO DF 217	February 17, 1961
A-494751	NOPCO DF 218	February 17, 1961
A-494752	NOPCO DF 224	February 17, 1961
A-494753	NOPCO DF 225X	February 17, 1961
A-494754	NOPCO DF 228	February 17, 1961
A-494755	NOPCO DF 229	February 17, 1961
A-494756	NOPCO DF 233	February 17, 1961
A-494757	NOPCO DF 255	February 17, 1961
A-494758	NOPCO DE-108 Series	February 17, 1961
A-494759	NOPCO DE-120-A	February 17, 1961
A-494760	NOPCO DC 123 and NOPCO DC 125	February 17, 1961

OCC033749

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-497215	METASAP ABC-51 and METASAP ABC-52, Liquid Vinyl Stabilizers	April 14, 1961
A-499184	NOPCO 1097 Series Concentrated Metallic Soap Dispersions	April 20, 1961
A-504868	NOPCOTEX CNL	May 12, 1961
A-507969	NOPCO Wetting Agents	May 22, 1961
A-516944	AGRIMUL OQZ and AGRIMUL ORH	July 26, 1961
A-516946	NOPCO NZH Defoamer for Animal Glues	August 1, 1961
A-516947	NOPCO CD-112	June 29, 1961
A-516948	NOPCO 1245-M	June 29, 1961
A-516949	NOPCO 1245-P	June 29, 1961
A-516950	NOPCO 1245-D	June 29, 1961
A-516951	NOPCO Binder-Lubricants for the Ceramic Industry	June 29, 1961
A-516952	NOPCO 1245-A	June 29, 1961
A-519012	The Application of NOPCO Defoamers Through Automatic Metering Devices	August 21, 1961
A-524229	NOPCOFOAM Pour-in-Place Urethane Insulation	September 20, 1961
A-524796	NOPCOGEN 22-O and NOPCOGEN 22-T	October 3, 1961
A-524797	NOPCO 45T-8	October 3, 1961
A-538699	Soluble Wax JB	November 27, 1961
A-538700	Weighter Finish M	November 27, 1961
A-538701	NOPCOCHEX RD	November 9, 1961
A-538702	NOPCO CD-121	December 15, 1961
A-592077	Gum Tragacanth Solution	November 27, 1961
A-592078	Acetate of Chrome Powder	November 27, 1961
A-592079	APASOL W1345	November 27, 1961

OCC033750

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-592080	DESMER O-112	November 27, 1961
A-592081	MELEINE RS	November 27, 1961
A-592082	ORATOL L-48	November 27, 1961
A-592083	Vat Gum 80XX	November 27, 1961
A-592084	SELLOGEN Gel	January 4, 1962
A-592085	SELLOGEN Conc.	December 31, 1961
A-592086	NOPCO 1225-L	April 25, 1962
A-592087	NOPCO NXZ	January 17, 1962
A-592088	NOPCO DD-70	February 12, 1962
A-592089	NOPCO DD-72	April 26, 1962
A-592090	NOPCO 9129	December 19, 1961
A-592091	NOPCOTEX CL	April 25, 1962
A-592092	NOPCOTEX CL-100	April 25, 1962
A-592093	NOPCOTEX CP	April 25, 1962
A-592094	NOPCOTEX CP-100	April 25, 1962
A-592095	What Are Syntans?	February 2, 1962
A-592099	NOPCOTAN C-1	February 2, 1962
A-592100	NOPCO Products for Tanning Industry	February 2, 1962
A-592101	NOPCO Products for Textile Industry	February 2, 1962
A-592102	NOPCOTAN A-1	February 2, 1962
A-597615	A Checklist of NOPCO Products for the Pulp and Paper Industry	May 23, 1962
A-597616	A Checklist of NOPCO Products for the Worsted Textile Industry	May 23, 1962
A-597617	A Checklist of NOPCO Products for Cotton System Processing of Cellulosic and Synthetic Fibers	May 23, 1962
A-597618	MONOTAN R	June 7, 1962

OCC033751

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-597619	MODICOL OG	May 16, 1962
A-597620	Viscose Modifiers	May 24, 1962
A-598055	HYONIC PE-90	June 5, 1962
A-598056	Serie NOPCOSTAT	June 11, 1962
A-598057	NOPCO Worsted Oil 12	June 11, 1962
A-598058	NOPCOTAN A-6-SD	June 14, 1962
A-598061	HYONIC 9510	June 18, 1962
A-598062	NOPCO 1111	June 18, 1962
A-598063	NOPCO G Y Suavizante 56-M	June 18, 1962
A-598064	NOPCOTEX "B" Pasta	June 18, 1962
A-598065	NOPCO 9129	June 19, 1962
A-598066	The NOPCOTEX Series	August 15, 1962
A-598067	NOPCOTHANE 200	August 23, 1962
A-598068	NOPCOTHANE 203	August 23, 1962
A-598069	NOPCOTHANE 201	August 23, 1962
A-598070	NOPCOTHANE 202	August 23, 1962
A-598071	NOPCOTHANE 204	August 23, 1962
A-598072	NOPCOTHANE 205	August 23, 1962
A-598073	NOPCOTHANE Urethane Coatings	August 23, 1962
A-649683	NOPCO GA	November 7, 1962
A-649781	NOPCOTEX B Pasta	September 15, 1962
A-649782	AGRIMUL PLP-2	September 4, 1962
A-649783	NOPCHELATE Complexing Agents	September 17, 1962
A-649784	NOPCO Products for the Twisted Paper Yarn Industry	September 14, 1962
A-649785	NOPCOSANT L	October 11, 1962
A-649786	NOPCOSIZE A and NOPCOLUBE A	September 21, 1962
A-653088	NOPCO ESI Special and NOPCO ESI-1	November 21, 1962

OCC033752

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-654043	TANOYL OGX	November 20, 1962
A-654044	NOPCO Wax Size 140-P for Particle Board	February 1, 1963
A-654045	SELLOGEN HR	May 1, 1963
A-654047	NOPCO DF 166	January 16, 1963
A-654049	METASAP 391	January 30, 1963
A-654052	NOPCOTEX 170	July 23, 1963
A-654053	NOPCOSTAT 725-X	July 22, 1963
A-654055	NOPCOTEX CPS	June 12, 1963
A-654056	Automatic Dispensing Systems for Defoamers	February 8, 1963
A-654058	NOPCOSTAT 520	March 6, 1963
A-654059	NOPCO 2271	October 4, 1962
A-654060	NOPCO FOA	August 30, 1962
A-656228	NOPCOTHANE 301	September 15, 1963
A-656229	NOPCOTHANE 300	September 15, 1963
A-656230	SELLOGEN AF	September 25, 1963
A-656231	NOPCO DF 270	August 9, 1963
A-656232	NOPCO 1525	September 30, 1963
A-656233	TANASOL Naphthalene Syntans	September 20, 1963
A-656235	TANOYL OGX	November 20, 1962
A-656236	NOPCO DC 100-A	September 19, 1963
A-658288	Chemical and Physical Properties of NOPCOFOAM	October 16, 1963
A-658289	SELLOGEN 641	October 23, 1963
A-673047	NOPCO 9482	December 31, 1963
A-673048	Warp Sizing Nylon Filament Yarns	November 15, 1963
A-673049	HYONIC PE 90	December 16, 1963

OCC033753

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-673050	NOPCOTHANE 302	December 16, 1963
A-673051	NOPCOTEX 668	December 16, 1963
A-673052	HYONIC PE 100	December 16, 1963
A-673053	HYONIC PE 50	December 16, 1963
A-673054	HYONIC PE 150	December 16, 1963
A-673055	HYONIC PE 200	December 16, 1963
A-696155	NOPCOTAN A-10	January 28, 1964
A-728883	NOPCOSTAT HS, Heat Stable Antistatic Agent	April 10, 1964
A-753234	HYONIC PE 40	December 18, 1964
A-753235	NOPCOSIZE DS-101	November 12, 1964
A-753236	NOPCOSTAT 720	February 12, 1965
A-753237	NOPCOSTAT 691	February 1, 1965
A-759374	HYONIC PE 90	December 18, 1964
A-762140	NOPCO DC-110 and NOPCO DC-110-A	April 23, 1965
A-787148	NOPCO 2009-M - Soluble Cutting Oil	September 3, 1965
A-800172	LOMAR DC, High Molecular Weight Sulfonated Naphthalene Condensate	October 18, 1965
A-807968	NOPCO DF-160 L, Liquid Defoamer and Drainage Aid for Alkaline Pulp Washers	December 8, 1965
A-807969	NOPCO DF-180, Water Dispersible Liquid Defoamer	December 8, 1965
A-807970	NOPCOTHANE D-617, Curable Urethane Emulsion	November 17, 1965
A-807971	NOPCOTHANE D-615, Curable Urethane Emulsion	November 17, 1965
A-807972	NOPCOTHANE D-618, Curable Urethane Emulsion	November 17, 1965

OCC033754

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-807973	NOPCOTHANE D-609, Curable Urethane Emulsion	November 17, 1965
A-812934	DURPON OD Series Drawing Compounds	January 17, 1966
A-812935	POTTERS 365	January 17, 1966
A-812936	DURPON Dry Film - Drawing Compounds	January 17, 1966
A-812937	DURPON OD 200 Heavy Duty "Filled" Drawing Compound	January 17, 1966
A-812938	NOPCOROL, Non-Ferrous Rolling Lubricants	January 17, 1966
A-812939	POTTERS Wire Drawing Lubricants	January 17, 1966
A-816694	POTTERS B-110-B, Recirculating Lubricant for Non-Ferrous Drawing and Stamping	January 17, 1966
A-816695	POTTERS 366 W, Hot Forming and Extruding Lubricant for Non-Ferrous Metals	January 17, 1966
A-816696	POTTERS OS Series, Copper and Aluminum Tube Drawing Compounds	January 17, 1966
A-816697	NOPCOROL 215, Ferrous Rolling Lubricant	January 17, 1966
A-816698	DURPON SS-21, Extra Heavy Duty Drawing Compound	January 17, 1966
A-823297	Typical Properties of NOPCO Lard Oil	March 6, 1966
A-832242	HYONIC JL-570	October 29, 1965
A-832243	HYONIC JN-400S - HYONIC JN-400SA	October 29, 1965
A-832244	HYONIC LP-90	October 29, 1965
A-832245	HYONIC LR-600	October 29, 1965
A-832246	NOPCOTAN A-9	December 28, 1965
A-832247	NOPCO DF-235-X	April 4, 1966

OCC033755

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-832248	NOPCO 1152-M, A Liquid Lubricant for Paper and Paperboard	April 4, 1966
A-832249	NOPCOSTAT HS, Non-Volatile, Heat Stable Antistat	April 1, 1966
A-832250	NOPCO DC-152-A, Paper Coating and Surface Sizing Adjuvant	March 28, 1966
A-832251	SELLOGEN 562	March 22, 1966
A-832252	SUPERCLEAR Textile Gums	March 22, 1966
A-832253	NOPCO 2500-M	March 15, 1966
A-832254	NOPCO X and NOPCO Y	March 11, 1966
A-832255	NOPCO KFS	March 11, 1966
A-832256	NOPCO KF	March 11, 1966
A-832257	POTTERS KLY, Liquid General Purpose Wire Drawing Product	March 21, 1966
A-832258	NOPCO 1338	April 4, 1966
A-832259	NOPCOLUBE 55	March 21, 1966
A-832951	DILEINE N, Durable Gas Fading Inhibitor for Acetate and Triacetate	April 21, 1966
A-832953	NOPCO GS-15	April 18, 1966
A-841299	NOPCO Butyl Oleate, Light Rubber Plasticizer	June 3, 1966
A-843381	NOPCO 8034, Defoamer for Emulsion Paints	June 10, 1966
A-846805	Method for Determining Amount of Dusting of Paper	July 1, 1966
A-854962	NOPCO Coating Defoamers	July 5, 1966
A-854963	NOPCO PD #1 Powder Dry Defoamer	August 16, 1966
A-854964	NOPCO DE-162, Complete Paper Mill Felt Wash and General Purpose Cleaner	July 27, 1966
A-854965	SELLOGEN Concentrado	August 16, 1966

OCC033756

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-857942	NOPCOSTAT 62-V, Precarding Treatment for Worsted Processing	August 25, 1966
A-860719	NOPCOSTAT 691	August 16, 1966
A-860954	NOPCO 1186-A	September 12, 1966
A-863567	SYNTERGENT K, Felt Washing Compound	September 19, 1966
A-866328	HYONIC 9610	October 10, 1966
A-867517	HYONIC KO-620	October 24, 1966
A-874635	Nopcolube S-216, Plasticizer Lubricant for Warp Sizing Acetate and Viscose Yarns	November 22, 1966
A-879193	NOPCO 8050, Phosphoric Acid Defoamer	November 16, 1966
A-881992	The Use of the NOPCO PD Series for Paint and Adhesive Defoaming	December 16, 1966
A-887288	The NOPCOSTAT Series, Antistatic Lubricants for Synthetic Staple	December 27, 1966
A-887289	NOPCOTEX 668	December 31, 1966
A-896284	LOMAR PWA, Ammonia Neutralized Dispersant and Viscosity Depressant	February 2, 1967
A-901408	NOPCO Licores Grasos	March 27, 1967
A-901409	NOPCO 1497	March 28, 1967
A-901410	NOPCO 1807-L	March 28, 1967
A-901421	DURPON 1710-B	March 14, 1967
A-906772	NOPCOTEX 668, Nonionic Non-Oily Fiber Lubricant for Synthetic and Natural Fibers	April 17, 1967
A-909314	NOPCO 1333-M, Defoaming Agent for Paper and Pulp Industry	March 21, 1966
A-909315	NOPCO Cationic Polymers	April 21, 1967
A-917097	NOPCONE A, Antistatic Yarn Lubricant	May 8, 1967

OCC033757

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-917098	Data Sheet for NOPCOLENE R in Chrome Tanning Operations	May 9, 1967
A-928213	AGRIMUL Emulsifiers - AGRIMUL 52-B, AGRIMUL N4R, AGRIMUL N4S	July 6, 1967
A-928214	Application of NOPCO Products in Worsted Processing Systems	July 7, 1967
A-931884	NOPCOSTAT HS, Non-Volatile, Heat Stable Antistat for Plastics Applications	August 15, 1967
A-931954	TANASOL Naphthalene Syntans	July 14, 1967
A-931955	NOPCO Fatliquors	July 14, 1967
A-931956	NOPCOTAN A-6-SD	July 14, 1967
A-931957	NOPCO Chemicals for Tanning	July 14, 1967
A-935492	NOPCOSANT K, New Dispersant for Latex Systems	August 21, 1967
A-938207	NOPCO 2219 and NOPCO 2219-A, Defoamers for Synthetic Latex Systems	September 13, 1967
A-938208	NOPCO Fatty Esters, Methyl Tallowate, Methyl Stearate	September 11, 1967
A-954658	POTTERS 24-C, Lubricant for Non-Ferrous Drawing and Stamping	October 16, 1967
A-954659	AGRIMUL A-300 and AGRIMUL N-300, Emulsifier Pair for Herbicide and Pesticide Formulations	October 20, 1967
A-965492	SELLOGEN NS-50, SELLOGEN NS-96, Multi-Purpose Anti-Caking Agents	December 14, 1967
A-967227	NOPCO Dry Drawing Compounds for Steel Wires	January 23, 1968
A-968997	NOPCO Licores Grasos	January 26, 1968
A-976564	NOPCOTEX H Suavizante No-Ionico	February 15, 1968
A-976565	MONOSULPH	February 15, 1968

OCC033758

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-977512	NOPCO DF-190 New Liquid Defoamer	December 27, 1967
A-977739	NOPCO 1407 Defoamer for Latex Paints	February 26, 1968
A-977740	NOPCOSTAT LV-40 Lubricante Antiesticato Para Fibras Sinteticas	February 27, 1968
A-986497	NOPCOTE C-104 HS New, High Solids Calcium Stearate Dispersion	April 3, 1968
A-986869	NOPCO 2272-R Agente Humectante Y Rehumectante Anionico	December 31, 1967
A-997915	Polyester Yarn and Fiber Lubricants	April 5, 1968
A-997916	HYONIC PE Series, Nonionic Surfactants for the Protective Coatings Industry	May 8, 1968
A-997917	Analytical Procedure for NOPCOTHANE 700 Series	April 25, 1968
A-997918	NOPALCOL 6L	April 22, 1968
A-2691	NOPCO Lubricants for Semi- Worsted Systems	May 22, 1968
A-2692	NOPCOLUBE FG Mold Release Agent and Lubricant	May 8, 1968
A-2693	NOPCO Pitch Control Agents, NOPCOSANT, NOPCOSPERSE 149-A, NOPCOSPERSE 157, NOPCOSPERSE 161	May 15, 1968
A-2694	HYONIC JN-400SA, Biodegradable Anionic Surfactant for Emulsion Polymerization	May 28, 1968
A-2695	Nylon Yarn and Fiber Lubricants	May 7, 1968
A-37538	Productos NOPCO Para La Industria De Pulpa Y Papel	November 25, 1968
A-37539	Productos NOPCO Para Adhesivos	November 18, 1968
A-37540	Predispersible Defoamer for Latex Systems, NOPCO FOAMASTER B	October 18, 1968

OCC033759

<u>Reg. No.</u>	<u>Title</u>	<u>Date</u>
A-37541	Productos NOPCO Para Pinturas	November 25, 1968
A-37542	NOPCO TENLO Series, Pigment Grinding Aids, TENLO 70, TENLO 100	October 18, 1968
A-37543	New Liquid Defoamer for Latex Systems, NOPCO FOAMASTER	October 2, 1968
A-37544	NOPCOWET DE-160, Low Foaming Rewetting Agent for Paper Mills	October 2, 1968
A-37545	SYNTERGENT A, Determination of SYNTERGENT A in Wire Drawing Solutions	December 5, 1968
A-84826	NOPCO FOAMASTER 88, Liquid Defoamer for Latex Systems	December 31, 1968
A-84827	NOPCO FOAMASTER 66, Liquid Defoamer for Latex Systems	December 31, 1968
A-84828	NOPCO FOAMASTER 22, Liquid Defoamer for Latex Systems	December 31, 1968
A-84829	NOPCO Gum Tragacanth Solution	November 7, 1968
A-84830	NOPCO FOAMASTER 44, Liquid Defoamer for Latex Systems	December 31, 1968
	*Original Certificate of Registration cannot be located.	
**A-366996	Nopcolene Licores Grassos De Doble Accion	December 17, 1958
***A-485747	NOPCO NIACIN (50%)	August 15, 1960
A-485748	NOPCO Calcium Pantothenate Products	November 15, 1960
A-485749	Hydralase pH For Pharmaceutical Products	September 15, 1960
****A-490247	NOPGRO	September 15, 1960
*****A-494655	The Relative Value of Carotene From Alfalfa and Viatmin A From NOPCAY "10" Fed to Lambs and Pigs	July 15, 1960

OCC033760

PROCESS CHEMICAL - LICENSES

OCC033761

EXHIBIT F


PROCESS CHEMICALS DIVISION
RECORDED LICENSES

<u>Party</u>	<u>Mark</u>	<u>Term</u>	<u>Country</u>
Chemby Chemicals Ltd.	NOPCO NOPCO FOAMASTER	Indefinite	New Zealand
D.S. (Africa) Pty. Limited	DURPON (3) KONRITE NOPCO (2) NOPCO LDC NOPCONE NOPCOSTAT NOPCOTEX POLYCLEAR	Indefinite	S. Africa
D.S. (Africa) Pty. Limited	KONRITE NOPCONE NOPCOSTAT NOPCOTEX SYNTERGENT (2)	Indefinite	Transkei
D.S. (Africa) Pty. Limited	NOPCO	Indefinite	Zambia
D.S. (Australia) Pty. Limited	DURPON(3) LOMAR	Indefinite	Australia
D.S. (Australia) Pty. Limited	NOPCO (2)	Indefinite	New Zealand
D.S. Europe Limited	AQUAQUEST DIAPEL DILOFLO MINEMASTER NOPCOCHEX NOPCOCIDE (2)	Indefinite	United Kingdom
D.S. Italia	CLEROL ENSITAL LUTOSTAT NATREX STERAMINE DOITTOL	June 30, 1980 (5 yr. auto- matic renewals)	Italy
D.S. Pacific Ltd.	NOPCO (4)	Indefinite	Malaysia
D.S. Pacific Ltd.	NOPCO (5) NOPCOSTAT NOPCOTEX	Indefinite	Singapore

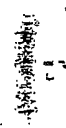

OCC033762

<u>Party</u>	<u>Mark</u>	<u>Term</u>	<u>Country</u>
D.S. Process Chemicals Ltd.	NOPCO (3)	Indefinite	Ireland
D.S. Process Chemicals Ltd.	CLEROL ENSITAL STERAMINE FOAMASTER LOMAR CAPCURE NOPCO (4) NOPCOCIDE POLYCLEAR SELLOGEN(2)	Indefinite	United Kingdom
Munzing D.S. Chemie	CLEROL DOITTOL LUTOSTAT	December 30, 1980 (5 yr. automatic renewals)	W. Germany Netherlands Switzerland Austria Yugoslavia
Nopco Senko A/S	CLEROL	December 31, 1980 (5 yr. automatic renewals)	Denmark Finland Norway Sweden

OCC033763



PROCESS CHEMICAL - OPPOSITIONS



OCC033764

EXHIBIT D

PROCESS CHEMICALS DIVISION
OPPOSITIONS

Attempts being made to initiate interference proceedings with another party:

<u>Country</u>	<u>Pat./Appln. No.</u>	<u>Party</u>
U.S.A.	699,381	Texaco
U.S.A.	777,503	Shell

Patent Oppositions Against Diamond Shamrock Chemicals Company:

<u>Country</u>	<u>Pat./Appln. No.</u>	<u>Party</u>
Europe	82102533.5	Bayer

OCC033765

EXHIBIT E

PROCESS CHEMICALS DIVISION
OPPOSITIONS

Trademark Oppositions by Diamond Shamrock Chemicals Company

<u>Country</u>	<u>Mark</u>	<u>Reg./Appln. No.</u>	<u>Party</u>
U.S.A.	FASTAK	1001383	AGP/Gentech Inc.

Trademark Oppositions Against Diamond Shamrock Chemicals Company

<u>Country</u>	<u>Mark</u>	<u>Reg./Appln. No.</u>	<u>Party</u>
U.S.A.	MUDMASTER	529732	George E. Failing Co.

OCC033766

SCHEDULE 2.18

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

INSURANCE

8725G

OCC033767

SCHEDULE 2.18

INSURANCE*

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER**</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Corporation	Continental Casualty Co.	Adv. Liability	LSP3922666	11-19-86	\$1,000,000/occ
Diamond Shamrock Corporation	U.S. Aircraft Insurance Group	Aircraft Hull and Liability	360AC-02985	02-19-88	Hull: Various Ex. Exp. \$ 2,500/day \$225,000/occ Lia. \$200M cs1 Non-owned \$200M cs1 M.P. \$1,000 ea. person Hangarkeepers - \$50M per airc \$50M per occ
Diamond Shamrock Corporation	National Union Fire Insurance	Auto Liability (Texas)	GLA 1578763	07-01-87	\$1.5M/occ BI/PD
Diamond Shamrock Corporation	American Home Assurance Co.	Auto Liability (Canada)	GLA 4688179	07-01-87	\$1.5M/occ BI/PD
Diamond Shamrock Corporation	National Union Fire of Pittsburgh	Auto Liability (A/O/S)	BA 9199001	07-01-87	\$1.5M/occ BI/PD
Diamond Shamrock Corporation	Hartford Steam Boiler	Boiler and Machinery	SA7701112-01	11-01-87	\$75M w/sublimits
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Crime	22022	open	\$250,000 xs 250,000 SIR \$750,000 agg
Diamond Shamrock Corporation	Texas Pacific Ind. Co.	Crime	8108-48-08	open	\$25M xs 500,000
Diamond Shamrock Corporation	National Union Insurance Co.	Crime	6347770	open	\$10M xs of 25M
Diamond Shamrock Corporation	Habor Insurance Co.	Directors and Officers	H1216840	01-31-87	\$5.0M
Diamond Shamrock Corporation	National Union Fire Insurance Co.	Directors and Officers	3521426	01-31-87	\$15.0M xs 5M
Diamond Shamrock Corporation	Federal Insurance Co.	Directors and Officers	81084865B	01-31-87	\$10.0M xs 20M
Diamond Shamrock Corporation	London companies	Directors and Officers	OX4145700	01-31-87	\$10.0M xs 30M
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Excess Liability	22048	07-01-87	\$20M/occ xs primary - Applies only to Coal, R & M and Chemicals

* See Part A of Schedule 2.15 for a list of certain additional insurance policies, which policies are incorporated herein by reference.

** These are main policy numbers only and do not include other ancillary policy numbers.

OCC033768

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Excess Liability	22032	07-01-87	a) \$20M/occ xs primary or \$250,000 SIR (on oil and gas operations only) b) \$25M/occ xs \$75M/occ/agg c) \$20M/ xs oil pollution cover
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Excess Liability	22047	07-01-87	\$55M/occ xs \$20M/occ
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Excess Liability	22046	07-01-87	\$100M xs \$100M/occ
Diamond Shamrock Corporation	Lloyds and London companies	Fiduciary Liability	01396900	02-01-87	\$5.0M occ/agg
Diamond Shamrock Corporation	National Union Fire Insurance Co.	Fiduciary Liability	1245204	02-01-87	\$15.0M xs 5.0M O/A
Diamond Shamrock Corporation	Texas Pacific Indemnity Co.	Fiduciary Liability	8108-39-93	02-01-87	\$10.0M xs 20.0M O/A
Diamond Shamrock Corporation	Insurance Company of the State of Pennsylvania	Foreign DIC	IF-7524069	01-31-87	various
Diamond Shamrock Corporation	Zurich Insurance Co.	Foreign/Gen Liability (DSC-Europe only)	2.086.944	11-30-86	\$5.0M occ/agg
Diamond Shamrock Corporation	Zurich Insurance Co.	Foreign/Gen Liability (DSC-Europe only)	2.093.739	11-30-86	\$15.0M xs 5.0M
Diamond Shamrock Corporation	Insurance Company of the State of Pennsylvania	Foreign WC/AL/EL/GL	80-149379/ 83-4447	12-01-86	WC-Statutory EL/AL/GL \$1M occ/agg
Diamond Shamrock Corporation	Cabinet P.H. Martin	Foreign Cargo (DSC-Europe only)	400.101 bis	open	various
Diamond Shamrock Corporation	National Union Fire Insurance Co. of Pittsburgh	General Liability	GLA 1578763	07-01-87	Gen. & Cont. Liab. \$1.5M/occ BI/PD \$2.5M agg/PD Prod. \$2.5M/occ BI/PD \$5.5M agg
Diamond Shamrock Corporation	American Home Assurance Co.	General Liability (Canada)	GLA 4688180	07-01-87	***

*** Included within the limits of policy GLA 1578763.

OCC033769

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Marine Cargo	22010	open	various
Diamond Shamrock Corporation	U.S. Fire Insurance Co.	Marine Hull and Liability	349 008078 6	04-01-87	Hull: agreed value LOLL \$1M cs1 Charterer's/cargo L.L. 1M cs1
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Marine Liability	22036	02-20-87	P & I Unlimited Poll. \$300M Tower's - \$10M (Charter's \$50M Cargo L.L. \$5M)
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Marine Liability	22036F	02-20-87	Foreign P&I-Unltd. Foreign Pollu.-\$300M
Diamond Shamrock Corporation	Arkwright-Boston Insurance	MIP/DIC	399113	05-01-87	various
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Fire and E.C.	22020	12-31-86	various
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Political Risk	22031	05-01-87	\$52,702,000 (net asset value)
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Property, Well Control, Pollution	22024	12-31-86	9.0M x 1M occ
Diamond Shamrock Corporation	Greenstone Assurance Ltd.	Property, Well Control, Pollution	22023	12-31-86	\$150M occx 10M \$225M ann agg.
Diamond Shamrock Corporation	Arkwright-Boston Insurance	Rolling Stock	390247	11-27-87	\$9M
Diamond Shamrock Corporation	Birmingham Fire Insurance Co. of Pennsylvania	WC/EL (AZ, ID, MD, OR)	WC7143660	07-01-87	WC-Statutory; EL-\$1M; U.S. L-Statu. Jones Act \$1M occ/agg
Diamond Shamrock Corporation	National Union Fire Insurance Co. of Pittsburgh	WC/EL (All other states)	WC7143665	07-01-87	WC-Statutory; EL-\$1M; U.S. L-Statu. Jones Act \$1M occ/agg
Carbochloro S.A. Industrias Quimicas	Companhia de Seguros Alianca da Bahia	Plant, Fire and Explosion	0.8643145.9	02-28-87	CZ \$18,528,575 (buildings and tanks) CZ \$1,324,355,384 (mach., furn. & instal.) CZ \$35,166,912 (merch. & raw mat.)

OCC033770

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Carbocloro S.A. Industrias Quimicas	Companhia de Sequoros Alianca da Bahia	Loss of Profits	0.86006535.2	02-28-87	CZ \$159,101,000 (fire/lightning) CZ \$159,101,000 (electrical damages) CZ \$159,101,000 (explosion)
Carbocloro S.A. Industrias Quimicas	Companhia de Sequoros Alianca da Bahia	Headquarters Fire	0.8641463.8	12-31-86	CZ \$1,530,000 (office, 8th fl.) CZ \$1,200,000 (office, 9th fl.) CZ \$900,000 (office, 12th fl.) CZ \$1,300,000 (office, 13th fl.)
Carbocloro S.A. Industrias Quimicas	Companhia de Sequoros Alianca da Bahia	Third Party Liability	0.8604848.5	12-31-86	CZ \$105,000,000
Carbocloro S.A. Industrias Quimicas	Companhia de Sequoros Alianca da Bahia	Employee Fidelity	0.8600327.4	12-31-86	CZ \$40,000
Carbocloro S.A. Industrias Quimicas	Companhia de Sequoros Alianca da Bahia	Theft & Robbery - Goods in Transit	0.8608878.8	12-31-86	CZ \$40,000 (plant) CZ \$40,000 (office)
Carbocloro S.A. Industrias Quimicas	Companhia de Sequoros Alianca da Bahia	Automobile liability	0.8558236.9	12-31-86	CZ \$19,758,400 (civil liability) CZ \$1,342,578 (automobiles)
Diamond Shamrock (Australia) Pty. Limited	American Home Assurance Company	Industrial Special Risks	PDA 892	11-30-86	various
Diamond Shamrock (Australia) Pty. Limited	American International Underwriters (Aust.) Pty. Ltd.	Boiler Explosion	VBMA 1268	11-30-86	Replacement cost
Diamond Shamrock (Australia) Pty. Limited	American International Underwriters (Aust.) Pty. Ltd.	Overseas Marine Cargo	34-11114-56	open	A \$125,000 per conveyance/location
Diamond Shamrock (Australia) Pty. Limited	American International Underwriters (Aust.) Pty. Ltd.	Inland Marine Cargo	34-11113-56	11-30-86	A \$125,000 per conveyance/location
Diamond Shamrock (Australia) Pty. Limited	Commercial Union Assurance Company of (Aust.) Pty. Ltd.	Fidelity Guarantee	14A 1299606 00	11-30-86	A \$10,000 any one employee A \$10,000 all employees

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<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock (Australia) Pty. Limited	American International Underwriters (Aust.) Pty. Ltd.	Motor Vehicle	VA 3884	11-30-86	US \$1,000,000
Diamond Shamrock (Australia) Pty. Limited	American International Underwriters (Aust.) Pty. Ltd.	Corporate Personal Accident & Travel	PAA 9443-9	11-30-86	A \$100,000/person; A \$300,000/occ.
Diamond Shamrock (Australia) Pty. Limited	American Home Assurance Company	General and Products Liability	PRA 40025	11-30-86	US \$1,000,000 BI/PD
Diamond Shamrock (Australia) Pty. Limited	QBE Insurance Limited	Workers' Compensation (Employers Liability)	35010037	11-30-86	Statutory
Diamond Shamrock (Australia) Pty. Limited	American International Underwriters (Aust.) Pty. Ltd.	Workers' Compensation (Employers Liability - Extra Territorial)	WA 4059	11-30-86	Statutory; A \$200,000 common law
Diamond Shamrock Canada Ltd.	The Canada Life Assurance Company	Group Life	G.27983	Open	various
Diamond Shamrock Canada Ltd.	The Canada Life Assurance Company	Group AD&D and Sickness	H.27983	Open	various
Diamond Shamrock Chile S.A.I.	Compania de Seguros Consorcio Coseguros de Chile S.A.	3rd Party Premises/Operations	050224	11-01-86	UF 48550. combined single limit
Diamond Shamrock Chile S.A.I.	La Interamericana	Computer All Risk	1.057	10-03-86	UF 2.625,76. (equip) UF 289,82. (data loss)
Diamond Shamrock Chile S.A.I.	La Interamericana	Property Damage	F-52.098	06-01-87	UF 56.800. (buildings) UF 10.000. (mach. & equip)
Diamond Shamrock Chile S.A.I.	La Interamericana	Property Damage	F-52.099	06-01-87	UF 552.200. (build. & equip.) UF 117.000. (stock-floating)
Diamond Shamrock Chile S.A.I.	La Interamericana	Automobile	12.012	06-01-87	UF 500. BI & PD UF 4.382. collision, fire & theft
Diamond Shamrock Chile S.A.I.	La Interamericana	3rd Party Premises/ Operations/Products Liability	2.566	06-01-87	UF 1.251. combined single limit
Diamond Shamrock Chile S.A.I.	La Interamericana	Contractor Equipment All Risk	1.035	06-01-87	UF 3.000. BI & PD UF 20.235. collision, fire & theft

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Chile S.A.I.	La Interamericana	Fidelity Bond	10.035	07-28-87	UF 4.890.
Diamond Shamrock Chile S.A.I.	La Interamericana	Maritime Transport	34.593	06-01-87	US \$200,000
Diamond Shamrock Chile S.A.I.	Cigna Compania de Seguros de Vida (Chile) S.A.	Group Life	52.745	12-01-86	life at 1x salary; death by working accident - 2x salary
Diamond Shamrock China Ltd.	Sentry Insurance Company (Asia) Limited	Group Deposit Administration (Retirement)	G593-P	open	N/A
Diamond Shamrock China Ltd.	Sentry Insurance Company (Asia) Limited	Group Health	010-025-01 GH	12-01	life at 36x B.M.S. (Guar. issue limit: HK \$300,000) ADD at 36x B.M.S.
Diamond Shamrock China Ltd.	Sentry Insurance Company (Asia) Limited	Group Life	010-025-02 GL	12-01	various
Diamond Shamrock China Ltd./ Diamond Shamrock Far East Ltd.	National Union Fire Insurance Company	Employee Compensation	C53-22560-K	11-30-86	Statutory
Diamond Shamrock China Ltd./ Diamond Shamrock Far East Ltd.	American International Assurance Company, Limited	Property All Risks	IN-390058-AR	11-30-86	HK \$1,000,000
Diamond Shamrock China Ltd./ Diamond Shamrock Far East Ltd.	American Home Assurance Company	Private Motor	64-341586-KA	11-30-86	Unlimited BI HK \$2.0M PD
Diamond Shamrock China Ltd./ Diamond Shamrock Far East Ltd.	National Union Fire Insurance Company	Property Damage/Burglary	NU-F-3822971	11-30-86	HK \$200,000
Diamond Shamrock Eytasa, S.A.	Royal Insurance Company Limited	Fire	SF-24.651	11-30-86	Pesetas 122.000.000
Diamond Shamrock Eytasa, S.A.	Royal Insurance Company Limited	Lost Profit	SPL 2.248	11-30-86 (initial period)	Pesetas 316.400.000 (1986) Pesetas 340.700.000 (1987)
Diamond Shamrock Eytasa, S.A.	Zurich Compania de Seguros	3rd Party Liability	8509.12061-7	11-30-86	Pesetas 50.500.000
Diamond Shamrock Eytasa, S.A.	Royal Insurance Company Limited	Computer Damage	SMC 1434	12-01-86	Pesetas 9.082.930

OCC033773

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Eytasa, S.A.	Commercial Union	Theft	50-04-8006188	04-13-87	Pesetas 200,000 (theft-petty cash) Pesetas 100,000 (theft-money cashed by lorry driver) Pesetas 250,000 (theft of cash in transit from bank to offices)
Diamond Shamrock Far East Ltd.	The Great Eastern Life Assurance Company Limited	Group Health	GS 255A	11-30-86	various
Diamond Shamrock Far East Ltd.	AIU (Singapore) Pte. Ltd.	Liability	85-154138	11-30-86	US \$500,000
Diamond Shamrock Far East Ltd.	American Home Assurance Company	Floater	80261	01-31-87	S \$12,000
Diamond Shamrock France	Societe Suisse	Employee Life/Disability (nonexempt employees)	A.936.0012	open	Life at 2x salary
Diamond Shamrock France	Societe Suisse	Employee medical (exempt employees)	A.936.0021	open	various-medical, dental & disability
Diamond Shamrock France	Societe Suisse	Employee medical (nonexempt employees)	A.936.022	open	various-medical, dental & disability
Diamond Shamrock France	Societe Suisse	Employee life/disability (exempt employees)	A.936.0011	open	Life at 2x salary
Diamond Shamrock France	Royal Insurance Company Limited	Commercial--Multi-Risk -Fire	6.965.281 H	11-30-86	FF 3,000,000
Diamond Shamrock France	Royal Insurance Company Limited	Machines & Materials (EDP machines & software)	07091614B	11-30-86	FF 898,000 (materials) FF 160,000 (reconstruction) FF 506,000 (extra expense)
Diamond Shamrock France	Societe Lilloise d'Assurances	Automobile Liability	7.900.393	11-30-86	unlimited 3rd party liability FF 50,000 property damage

OCC033774

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock France	Societe' Lilloise d'Assurances	Automobile 3rd Party Liability, Fire & Theft	7.882.938	11-30-86	unlimited 3rd party liability PD, Fire & Theft as declared
Diamond Shamrock France	Groupe Zurich/France	General Third Party Liability	1.6.558.957 F	11-30-86	FF 300,000
Diamond Shamrock France	Groupe Saltiel	Fire Coverage	8.002.458	11-30-86	FF 59,000,000
Diamond Shamrock France	Groupe Saltiel	Business Interruption	8.002.459	11-30-86	FF 120,000,000
Diamond Shamrock France	Assurance Generales de France	Builders Risk--Warranty on Equipment	250.008.980	08-24-95	FF 6,845,000
Diamond Shamrock France	Assurance Generales de France	Builders Risk--Warranty on addition to lab	250.009.459	12-05-95	FF 3,313,000
Diamond Shamrock Europe Ltd. on behalf of all companies of Diamond Shamrock Corporation in Europe	Henrijean et Cie	Stock and Transit	400.101 bis	open	US \$750,000 (in transit) US \$8,000,000 (voluntary storage) US \$1,000,000 (storage at carriers or customs)
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Inland Floater	IF-2246488	12-31-86	Yen 66.0M
Diamond Shamrock Pacific Ltd.	The Dai-ichi Mutual Life Insurance Company	Group Life	08214380002	12-31-86	2 x salary (Yen 40.0M max.)
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Comprehensive General Liability	L-0564429	01-01-87	Yen 100.0M
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Excess Workmen's Compensation	L-0564429	01-01-87	various
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Employer's Liability	C8221429	01-01-87	Yen 100.0M occ Yen 50.0M per person
Diamond Shamrock Pacific Ltd.	Yasuda Fire & Marine Insurance Co., Ltd.	Loss of Income	00398049	01-01-87	various

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Overseas Travel /Personal Accident	2126913	01-01-87	various
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Money & Securities	B1086214	01-01-87	Yen 700,000
Diamond Shamrock Pacific Ltd.	Yasuda Fire & Marine Insurance Co., Ltd.	Transportation Insurance	4526805	12-31-86	Yen 1.0b promissory notes Yen 1.2b checks
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Automobile Insurance	8223858	01-01-87	Unlimited BD Yen 10.0M PD
Diamond Shamrock Pacific Ltd.	The British Insurance Group (Japan)	Ocean Marine Cargo	OP/7T/83/472	open	various
Diamond Shamrock Pacific Ltd.	American International Assurance Co., Ltd.	Automobile	9478705	06-16-87	Unlimited BD Yen 10.0 PD
Diamond Shamrock Process Chemicals Ltd.	The Iron Trades Employers' Insurance Association Ltd.	Employers' Liability	EL 15484	12-31-86	Unlimited BI
Diamond Shamrock Process Chemicals Ltd.	Zurich Insurance	Public/Product Liability	1/29/22207350 /A/DE	12-31-86	L250,000
Diamond Shamrock Process Chemicals Ltd.	Sun Alliance & London Insurance Group	Medical & Emergency Travel Expenses	931P311307	11-30-86	L51,000
Diamond Shamrock Process Chemicals Ltd.	Royal Insurance Group	Fire and Consequential Loss	Not Available	11-30-86	L1,579,225 (plant) L1,894,438 (bldgs.) L1,464,175 (conseq. loss) Declaration (gross profit)
Diamond Shamrock Process Chemicals Ltd.	Royal Insurance Group	Comprehensive Insurance-- Motor Vehicles	RDD 137913	11-30-86	vehicles--market value; unlimited 3rd party liability; unlimited passenger liability
Diamond Shamrock Process Chemicals Ltd.	Royal Insurance Group	Monies	44-RKF 605605	11-29-86	L25,000 maximum

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Process Chemicals Ltd.	Lloyds Underwriters	All Risks--Lab equip. & office mach.	GNNMFX3	12-18-86	various items as declared; total sum L295,930
Diamond Shamrock Process Chemicals Ltd.	Eagle Star Insurance Group	Machinery Policy & Inspection	41045719	01-01-87	L100,000 any one accident on specified electrical & mechanical plant; L5,000 any one accident on specified items
Diamond Shamrock Process Chemicals Ltd.	British Engine Insurance Ltd.	Loss of Damage	Not Available	11-30-86	L500,000 any one accident
Diamond Shamrock Scandinavia A/S	Forsikrings - Aksjeselskapet Vega	Master Insurance (Transport, Storage and In Process Risks)	164988 5007213386	12-31-86	NOK 1M (per shipm.) NOK 6M (storage)
Diamond Shamrock Scandinavia A/S	Forsikrings - Aksjeselskapet Vega	Business Interruption	749794	11-30-86	NOK 25M
Diamond Shamrock Scandinavia A/S	Forsikrings - Aksjeselskapet Vega	Fire	749795	11-30-86	NOK 19.642.000
Diamond Shamrock Scandinavia A/S	Forsikrings - Aksjeselskapet Vega	Property (Office Equipment)	07474350	11-30-86	NOK 1,500,000
Diamond Shamrock Scandinavia A/S	Forsikrings - Aksjeselskapet Vega	Property (EDP Equipment)	07465262	11-30-86	NOK 150.000
Diamond Shamrock Scandinavia A/S	Forsikringselskapet Zurich	Product Liability & Employee Health Risk	40210	11-30-86	US \$300,000
Diamond Shamrock Scandinavia A/S	Forsikring Norske Folk Norges Brannkasse -- UNI Polise Fosnyelse	Property (Leased EDP Equipment)	0054 80001 90	04-30-87	NOK 421.600
Diamond Shamrock Scandinavia A/S	Forsikring Norske Folk Norges Brannkasse -- UNI Polise Fosnyelse	Group Life	8359	11-30-86	2 x yearly salary
Diamond Shamrock Scandinavia A/S	Forsikringselskapet Norge A/S	Against Embezzlement	02270242	11-30-86	NOK 200.000 per person

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Scandinavia A/S	Forsikringssselkapet Norge A/S	Burglary/Robbery	04881729	03-01-87	NOK 1M/NOK 10.000
Diamond Shamrock Scandinavia A/S	Forsikringssselkapet Norge A/S	Reactor Breakdown	04900596	11-30-86	Declaration
Diamond Shamrock Scandinavia A/S	Forsikringssselkapet Norge A/S	General Machine	05017360	11-30-86	NOK 6.475.000
Diamond Shamrock Scandinavia A/S	Forsikringssselkapet Norge A/S	Travel Accident/Illness	02270960	12-31-86	NOK 100.000/ NOK 500.000
Diamond Shamrock Scandinavia AB	Skandia	Travel Insurance	F 370200-7852-01	09-24-86	SEK 500.000 (approx.)
Diamond Shamrock Scandinavia AB	Skandia	Office Equipment	F 307389-6883-01	05-23-87	SEK 10.000
Diamond Shamrock Scandinavia AB	Laensforsakringar	Sales Car Comprehensive	1370655.2	10-01-86	none expressed
Diamond Shamrock Scandinavia AB	Allmena Brand	Sales Car Comprehensive	M.15.831.434	06-01-87	none expressed
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Industrial - All Risks	4U-00210	11-30-86	NT \$111.0M
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Property Damage	4U-00211	11-30-86	NT \$1.4M
Diamond Shamrock Taiwan Ltd.	The Tai Ping Insurance Co., Ltd.	Boiler	2234	12-01-86	NT \$1.2M per occ
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Public Liability	PL-2446	11-30-86	BI:NT \$500,000 per person, NT \$2.0M per accident; PD:NT \$500,000 per accident
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Employer's Liability	EMP-548	12-01-86	NT \$1.0M per person NT \$4.0M per occ

<u>POLICY HOLDER</u>	<u>INSURER</u>	<u>TYPE</u>	<u>POLICY NUMBER</u>	<u>EXPIRATION/ ANNIVERSARY DATE</u>	<u>LIMIT</u>
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Money	M-1724	11-30-86	NT \$300,000 (per transit, 1x per month) NT \$100,000 - Taipei NT \$30,000-Chung Li (cash in safe)
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Blanket Fidelity	FB-74056	11-30-86	NT \$2,000,000
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Excess Auto Liability	PL-2458	12-01-86	NT \$1,800,000
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The Tai Ping Insurance Co., Ltd.	Motor Vehicle	0300-0103413	11-30-86	various
Diamond Shamrock Taiwan Ltd.	The Tai Ping Insurance Co., Ltd.	Inland Transit	80/135400	open	NT \$750,000
Diamond Shamrock Taiwan Ltd.	The Tai Ping Insurance Co., Ltd.	Marine Cargo	1064	open	various
Diamond Shamrock Taiwan Ltd./ Diamond Shamrock Trading Corp.	The First Life Insurance Co., Ltd.	Group Life, Medical and AD&D	GI-7022	open	various
DIAPAR Diamond Shamrock (Brazil)	Nacional Companhia de Seguros	Automobile	1020039184	02-13-87	CZ \$282,400 BI CZ \$98,800 PD
DIAPAR Diamond Shamrock (Brazil)	Companhia de Seguros Alianca Da Bahia	Fire	0.8540236.0	09-08-86	CZ \$150,000
Thai-Diamond Shamrock Chrome, Ltd.	Thai Metropole Insurance & Warehouse Co., Ltd.	Comprehensive Vehicle	402	12-31-86	Thai Baht 1,000,000
Thai-Diamond Shamrock Chrome, Ltd.	Thai Metropole Insurance & Warehouse Co., Ltd.	Fire and General	U 8529598	01-01-87	Thai Baht 13,870,000

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<u>NAME OF PRINCIPAL ON BOND, OBLIGEE, DESCRIPTION</u>	<u>SURETY</u>	<u>BOND NO.</u>	<u>BOND AMOUNT</u>	<u>RENEWAL DATE</u>
Diamond Shamrock Corporation State of NC, Sales Tax	St. Paul	400 GJ 8554	1,000.00	11-17-86
Diamond Shamrock Corporation USA, Bond of User of Specially Denatured Alcohol or Rum (Dupont Ave., Belle, WV)	St. Paul	400 FE 5161	18,000.00	10-12-86
Diamond Shamrock Corporation USA, Bureau of Land Mgmt., Bond Under Lease for Mining Sodium Deposits, Serial #081576, Wyoming	St. Paul	400 EY 3420	10,000.00	08-01-86
Diamond Shamrock Inc. City of Oxnard, CA, Subdivision Improvement Bond (Parcel Map 77-42)	St. Paul	400 ES 3476	35,000.00	12-22-86
Diamond Shamrock Corporation City of Oxnard, CA, Subdivision Improvement Bond (Tract No. 3544)	St. Paul	400 FV 4370	75,000.00	12-22-86
Diamond Shamrock Chemicals Company US Dept. of Interior, Sodium Mining Lease Bond, Serial #0309132	Federal	8092-30-99	10,000.00	11-23-86
Diamond Shamrock Chemicals Company US Land Office #086530, Serial #W-086530, Bond Under Lease for Mining Sodium Deposits	Federal	8100-78-03	5,000.00	11-11-86
Diamond Shamrock Chemicals Company Lake Underground Storage Corp., et al. Bond on Temporary Restraining Order, Case No. 84 CIV 1441	CNA	930-37-48	1,000.00	03/20/87

<u>NAME OF PRINCIPAL ON BOND, OBLIGEE, DESCRIPTION</u>	<u>SURETY</u>	<u>BOND NO.</u>	<u>BOND AMOUNT</u>	<u>RENEWAL DATE</u>
Diana S. Limer State of WV, Notary Public Bond	CNA	922-30-36	500.00	02-26-95
Diamond Shamrock Canada Ltd. Her Majesty the Queen, Wholesaler's Sales Tax Bond	CNA	8300894	25,000.00	11-15-86
Diamond Shamrock Canada Ltd. Her Majesty the Queen, Excise Tax Bond	CNA	8300895	1,000.00	11-15-86
Diamond Shamrock Chemicals Company Harris County, TX, Perpetual Bond Covering All Pipeline and/or Main Activity In, Under, Across or Along Harris County Road	St. Paul	400 DS 4489	10,000.00	07-10-86
Diamond Shamrock Chemicals Company Harris County, TX, Perpetual Bond Covering All Pipeline and/or Main Activity In, Under, Across or Along Harris County Road	St. Paul	400 DS 4604	15,000.00	06-21-86
Diamond Shamrock Corporation (Gulf Coast Region) Harris County, TX, Perpetual Bond Covering All Pipeline and/or Main Activity In, Under, Across or Along Harris County Road	CNA	930-46-20	5,000.00	03-18-87
Everett Leo Beeman Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-25	2,500.00	01-01-87

<u>NAME OF PRINCIPAL ON BOND, OBLIGEE, DESCRIPTION</u>	<u>SURETY</u>	<u>BOND NO.</u>	<u>BOND AMOUNT</u>	<u>RENEWAL DATE</u>
Robert Edward McAnaney Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-26	2,500.00	01-01-87
Jerry Lee Roop Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-27	2,500.00	01-01-87
Willis DeCosta Abrams Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-28	2,500.00	01-01-87
Robert Millar Baker Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-29	2,500.00	01-01-87
Kendall Lee Brincefield Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-30	2,500.00	01-01-87
Dennis Wayne Amos Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-31	2,500.00	01-01-87
John Douglas Boulet, Sr. Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-30-32	2,500.00	01-01-87

<u>NAME OF PRINCIPAL ON BOND, OBLIGEE, DESCRIPTION</u>	<u>SURETY</u>	<u>BOND NO.</u>	<u>BOND AMOUNT</u>	<u>RENEWAL DATE</u>
Charles T. Brooks Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-42-35	2,500.00	01-01-87
Rafeal E. Flores Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-42-36	2,500.00	01-01-87
Diamond Shamrock Chemicals Company USA, Bond of User of Specially Denatured Alcohol or Rum, Permit Premises: 725 State Road, Ashtabula, OH	Federal	8094-28-75	100,000.00	12-01-86
John R. Ruggirello USA, Bureau of Land Mgmt, Bond Under Lease for Mining Deposits (Serial #018579)	St. Paul	400 GP 4859	10,000.00	12-01-86
Diamond Shamrock Chemicals Company USA, Bureau of Land Mgmt, Bond Under Lease for Mining Deposits (Serial #079652)	St. Paul	400 GP 4864	10,000.00	11-11-86
John R. Ruggirello US Dept. of Interior, Bureau of Land Mgmt, Sodium Mining Lease (Lease No. 079653)	Federal	8092-31-00	10,000.00	11-11-86
Diamond Shamrock Chemicals Company State of IL, Highway Permit, Excessive Weight, Permit No. 6-20256, FA Route 5, Logan County	CNA	930-45-78	10,000.00	06-12-86*

*Proposed to be closed

<u>NAME OF PRINCIPAL ON BOND, OBLIGEE, DESCRIPTION</u>	<u>SURETY</u>	<u>BOND NO.</u>	<u>BOND AMOUNT</u>	<u>RENEWAL DATE</u>
Diamond Shamrock Chemicals Company Passiac Valley Water Commission, Supply Liquid Chlorine Contract #85-B-32	CNA	930-46-06	348,700.00	Expires at completion of delivery of chlorine, release needed
Diamond Shamrock Chemicals Company State of GA, Certified Public Weigher	CNA	930-46-18	1,000.00	02-13-87
Diamond Shamrock Chemicals Company State of OH, Well Plugging Blanket Bond	CNA	930-46-32	15,000.00	02-07-87
Diamond Shamrock Chemicals Company US Dept. of Interior, Bureau of Land Mgmt, Lease for Mining Sodium Deposits (Serial #W-77104)	CNA	930-46-43	10,000.00	06-20-87
Diamond Shamrock Chemicals Company US Dept. of Interior, Bureau of Land Mgmt, Lease for Mining Sodium Deposits (Serial #W-77103)	CNA	930-36-44	10,000.00	06-20-87
Diamond Shamrock Corporation Customs/Import Bond (Diamond Shamrock Corporation is included with all operating companies)	CNA	922-4229	1,800,000.00	Continuous

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LETTERS OF CREDIT
(Diamond Shamrock Chemicals Company)

<u>Bank</u>	<u>L/C Number</u>	<u>Beneficiary</u>	<u>Amount</u>	<u>Exp. Date</u>	<u>Plant Location or Job Number</u>
InterFirst	54906	NJDEP	4,000,000.00	05/02/87	Newark
InterFirst	52060	NJDEP	\$12,000,000.00	04/11/87	Newark
Midlantic	500087	NJDEP	135,949.00	06/15/87	Carlstadt, Harrison, Jersey City, Morristown
Midlantic	500206	NJDEP	367,300.00	05/14/87	Hudson County, NJ
NBC, San Antonio	C4160	Alabama Dept. of Env. Management	1,590,003.00	06/18/87	Muscle Shoals, Mobile
NBC, San Antonio	C4166	WV Dept. of Natural Resources	21,437.00	06/18/87	Belle Plant, WV
NBC, San Antonio	C4164	Texas Dept. of Water Resources	3,390,937.00	06/18/87	La Porte, Deer Park
NBC, San Antonio	C4163	Texas Dept. of Water Resources	11,100.00	06/18/87	Deer Park
NBC, San Antonio	C4161	Ohio EPA - Div. of Haz. Mat. Mgt.	112,580.00	06/18/87	Ashtabula, Chardon
NBC, San Antonio	C4168	Delaware Dept. of Natural Res. & Env. Control	2,777,169.00	06/18/87	Delaware City

** Diamond Shamrock Process Chemicals has the authority to open letters of credit for \$150,000.00 or less. Most are to Cathay Chemical Works Inc. or Toyo Menka-Kaisah Ltd.

LETTERS OF CREDIT
(Diamond Shamrock Taiwan Ltd.)

Irving Trust Company	6HI1/01117	Emery Chemicals	\$4,341.90	8/31/86	Raw materials import
Irving Trust Company	6HI1/01118	Emery Chemicals	\$2,749.50	8/15/86	Raw materials import

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GUARANTEES

<u>Borrower</u>	<u>Bank/Creditor/Bondholder</u>	<u>Type of Facility</u>	<u>Amount</u>
Diamond Shamrock (Africa) (Pty) Ltd.	Barclays National Bank	Working Capital	50,000 SAR
Diamond Shamrock De Chile S.A.I.	Bank of Boston	Term Loan	8,000,000 US
Diamond Shamrock Pacific	Bank of America Fuji Bank Bank of Tokyo	Working Capital Working Capital Working Capital	1,230,000 US 10,000,000 YEN 10,000,000 YEN
Diamond Shamrock Scandinavia A/S	Senko Kjemisk	Cancellation Agreement	3,605,000 NKr
Carbocloro S.A. Industrias Quimicas	Citibank (Lead)	Credit Agreement	50,000,000 US
Diamond Shamrock Corporation	Bondholder	Industrial Development Board of City of Muscle Shoals Pollution Control Revenue Bonds, Series 1974	2,300,000 US
Diamond Shamrock Corporation	Bondholder	Industrial Development Board of the City of Muscle Shoals Revenue Bonds, Series 1974	2,000,000 US
Diamond Shamrock Corporation	Bondholder	County Commission of Kanawha County West Virginia Environmental Improvement Revenue Bonds, Series 1979	1,000,000 US

<u>Borrower</u>	<u>Bank/Creditor/Bondholder</u>	<u>Type of Facility</u>	<u>Amount</u>
Diamond Shamrock Corporation	Bondholder	Niagara County Industrial Development Agency Industrial Development Revenue Bonds, Series 1981	2,800,000 US
Diamond Shamrock Chemicals Company	Bondholder	The New Hanover Industrial Facilities and Pollution Control Financing Authority Pollution Control Revenue Bonds, Series 1981 and the Industrial Development Revenue Bonds, Series 1981	4,600,000 US 1,000,000 US
Diamond Shamrock Chemicals Company	Bondholder	South Louisiana Port Commission Port Facilities Revenue Bonds, Series 1981	27,000,000 US
Diamond Shamrock Chemicals Company	Bondholder	Parish of St. James, State of Louisiana Pollution Control Revenue Bonds, Series 1981	19,000,000 US
Diamond Shamrock Chemicals Company	Bondholder	Parish of St. James, State of Louisiana Industrial Revenue Bonds Series 1982	1,000,000 US

Consent and Indemnification Agreement, dated as of November 27, 1985 by and among International Business Machines Corporation, Convent Chemical Corporation, The B. F. Goodrich Company, Diamond Shamrock Chemical Company and Diamond Shamrock Corporation.

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SCHEDULE 2.18

Insurance

Attached hereto is a description of certain policies and binders (other than Current Policies) providing coverage for certain DSCC Companies.

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Diamond Shamrock Corporation

Structure of Excess Coverage
for Comprehensive General
Liability Insurance Program

revised June 4, 1986

OCC033790

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
Pre-1960

[Add information as becomes available]

OCC033791

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
2/14/60 to 2/1/63

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
1	400,000 xs primary	2/14/60-2/1/63 2/14/60-2/1/63	London American Re	514091 6031-0001	95% 5%	N Y	380,000 20,000
2	600,000 xs 400,000 xs primary	2/14/60-2/1/63 2/14/60-2/1/63	London American Re	514092 6031-0001	87.5% 12.5%	N Y	525,000 75,000
3	2,000,000 xs 1,000,000 xs primary	[2/14/60-2/1/63	Diamond (Gap)	N/A	100%	N/A	2,000,000]
4	5,000,000 xs 3,000,000 xs primary	2/14/60-2/1/63	London	514094	100%	N	5,000,000
<u>Total all layers</u>							
8,000,000							

OCC033792

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
2/1/63 to 2/1/66

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
1	3,000,000 xs primary	2/1/63-66	American Re	6031-0002	100%	Y	3,000,000
2	5,000,000 xs 3,000,000 xs primary	2/1/63-66	General Re	X-3393	100%	Y	5,000,000
3	2,000,000 xs 8,000,000 xs primary	2/1/63-66	American Re	6031-0003	100%	Y	2,000,000
<u>Total all layers</u>							
<u>10,000,000</u>							

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DIAMOND SHAMROCK CORPORATION

Excess Liability Program
2/1/66 to 2/1/69

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
1	3,000,000 xs primary	2/1/66-69	American Re	6031-0004	100%	Y	3,000,000
2	5,000,000 xs 3,000,000 xs primary	2/1/66-69	General Re	X-4095	100%	Y	5,000,000
3	[2,000,000]xs 8,000,000 xs primary	2/1/66-69	American Re	6031-0005	[100%]	Y	[2,000,000]
<u>Total all layers</u>							
<u>[10,000,000]</u>							

Limit of 8,000,000 xs same limit as 6/3/66 period. American Re no available.

OCC033794

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/69 to 3/1/72

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	3,000,000 xs primary	3/1/69-72 3/1/69-72	North Star Home	NSX7595 HEC9304983	33.3%	Y	1,000,000
					66.7%	Y	<u>2,000,000</u> 3,000,000
2	5,000,000 xs 3,000,000 xs primary	3/1/69-72	American Re	C0096213	100%	Y	5,000,000
3	5,000,000 xs 8,000,000 xs primary	3/1/69-4/1/72	Employers' Liab.	E168172005	80%	Y	4,000,000
		3/1/69-72	American Home	CE355581	20%	Y	<u>1,000,000</u> 5,000,000
4	5,000,000 xs 13,000,000 xs primary	[3/1/69-4/8/69	Diamond (Gap)	N/A	20%	N/A	1,000,000]
		4/9/69-4/1/72	Employers' Liab.	E168172007	20%	Y	1,000,000
		3/1/69-72	Home	HEC9305177	40%	Y	2,000,000
		3/1/69-72	North Star	NSX7596	40%	Y	<u>2,000,000</u> 5,000,000
5	2,000,000 xs 18,000,000 xs primary	3/5/69-3/1/72	Fireman's Fund	XLX1027808	100%	Y	2,000,000
6	5,000,000 xs 20,000,000 xs primary	1/1/70-3/1/72	London	56484	100%	N	5,000,000
<u>Total all layers</u>							<u>25,000,000</u>

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DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/72 to 3/1/75

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	3,000,000 xs primary	3/1/72-4/1/72	Home	HEC4165987	66.7%	Y	2,000,000
		3/1/72-4/1/72	North Star	NSX10561	33.3%	Y	1,000,000
		4/1/72-3/1/75	Home	HEC4165987	100%	Y	3,000,000
2	5,000,000 xs 3,000,000 xs primary	3/1/72-75	American Re	C0716074	100%	Y	5,000,000
3	5,000,000 xs 8,000,000 xs primary	4/1/72-3/1/75	Lexington	GC403227	40%	Y	2,000,000
		4/1/72-3/1/75	First State	920506	40%	Y	2,000,000
		3/1/72-75	American Home	CE2692346	20%	Y	1,000,000
						5,000,000	
4	5,000,000 xs 13,000,000 xs primary	3/1/72-75	North Star	NSX10419	40%	Y	2,000,000
		4/1/72-3/1/75	First State	920507	20%	Y	1,000,000
		3/1/72-75	Home	HEC4356201	40%	Y	2,000,000
						5,000,000	
5	2,000,000 xs 18,000,000 xs primary	3/1/72-75	Fireman's Fund	XLX1027808	100%	Y	2,000,000

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3/1/72 to 3/1/75 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
6	5,000,000 xs 20,000,000 xs primary	[3/1/72-4/30/72 5/1/72-3/1/75 5/1/72-3/1/75	Diamond (Gap) Lexington North Star	N/A GC403227 NSX10418	100% 80% 20%	N/A Y Y	5,000,000] 4,000,000 1,000,000 5,000,000-
<u>Total all layers</u>							
25,000,000							

OCC033797

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/75 to 3/1/76

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
1	3,000,000 xs primary	3/1/75-3/8/76	Aetna	01XN705SCA	100%	Y	3,000,000
2	5,000,000 xs 3,000,000 xs primary	3/1/75-76	London	UGL0355	100%	Y	5,000,000
3	5,000,000 xs 8,000,000 xs primary	3/1/75-76 3/1/75-76 3/1/75-4/1/76	Lexington First State American Home	GC5504639 921614 CE3452345	40% 40% 20%	Y Y Y	2,000,000 2,000,000 <u>1,000,000</u> 5,000,000
4	5,000,000 xs 13,000,000 primary	3/1/75-76	Aetna	01XN706WCA	100%	Y	5,000,000
5	7,000,000 xs 18,000,000 xs primary	3/1/75-4/1/76 3/1/75-4/1/76 3/1/75-76	Fireman's Fund North Star Lexington	XLX1051114 NSX12803 GC5504639	28.57% 14.29% 57.14%	Y Y Y	2,000,000 1,000,000 <u>4,000,000</u> 7,000,000
6	10,000,000 xs 25,000,000 xs primary	3/13/75-76 3/13/75-76 3/13/75-76	Aetna Lexington First State	01XN721WCA GC5504640 921771	70% 20% 10%	Y Y Y	7,000,000 2,000,000 <u>1,000,000</u> 10,000,000

OCC033798

3/1/75 to 3/1/76 (continued)

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit	
7	15,000,000 xs	3/13/75-76	Aetna	01XN722WCA	53.33%	Y	8,000,000	
	35,000,000 xs	3/13/75-76	North Star	NSX12802	13.33%	Y	2,000,000	
	primary	3/13/75-76	First State	921770	6.67%	Y	1,000,000	
		3/13/75-76	Fireman's Fund	XLX1051112	26.67%	Y	4,000,000	
						15,000,000		
8	10,000,000 xs	[4/21/75-6/18/75	Diamond (Gap)	N/A	53%	N/A	5,300,000]	
	50,000,000 xs	6/19/75-3/1/76		Aetna	01XN872WCA	43%	Y	4,300,000
	primary	4/21/75-3/1/76		London	UGL0602	47%	Y	4,700,000
		6/19/75-3/1/76		Ranger	EU630328	10%	Y	1,000,000
						10,000,000		
9	15,000,000 xs	[4/21/75-6/18/75	Diamond (Gap)	N/A	59%	N/A	8,850,000]	
	60,000,000 xs	6/19/75-3/1/76		Midland	XL145567	45.67%	Y	6,850,000
	primary	6/19/75-4/1/76		American Home	SCLE8065396	13.33%	Y	2,000,000
		4/21/75-4/21/76		London	UGL0601	41%	Y	6,150,000
						15,000,000		

Total all layers
75,000,000

OCC033799

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/76 to 3/1/77

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
1	3,000,000 xs primary	3/8/76-3/1/77	Aetna	01XN985SCA	60%	Y	1,800,000
		3/8/76-3/1/77	London	UHL0298	40%	Y	<u>1,200,000</u> 3,000,000
2	5,000,000 xs 3,000,000 xs primary	3/1/76-77	London	UGL0355	100%	Y	5,000,000
3	5,000,000 xs 8,000,000 xs primary	4/1/76-3/1/77	Prudential	DXC901087	20%	Y	1,000,000
		3/1/76-77	Lexington	CG5503013	40%	Y	2,000,000
		3/1/76-77	First State	922678	40%	Y	<u>2,000,000</u> 5,000,000
4	5,000,000 xs 13,000,000 xs primary	3/1/76-77	Aetna	01XN706WCA	100%	Y	5,000,000
5	7,000,000 xs 18,000,000 xs primary	3/1/76-77	Lexington	GC5503013	57.14%	Y	4,000,000
		4/1/76-3/1/77	Granite State	SCLE8093019	14.29%	Y	1,000,000
		4/1/76-3/1/77	National Union	1189129	14.29%	Y	1,000,000
		4/1/76-3/1/77	Prudential	DXC901088	14.29%	Y	<u>1,000,000</u> 7,000,000

OCC033800

3/1/76 to 3/1/77 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
6	10,000,000 xs	3/13/76-77	First State	922680	10%	Y	1,000,000
	25,000,000 xs	3/13/76-77	Aetna	01XN721WCA	70%	Y	7,000,000
							10,000,000
7	15,000,000 xs	3/13/76-77	Aetna	01XN722WCA	53.33%	Y	8,000,000
	35,000,000 xs	3/13/76-77	Fireman's Fund	XLX1051112	26.67%	Y	4,000,000
	primary	3/13/76-77	First State	922679	6.67%	Y	1,000,000
		3/13/76-77	North Star	NSX12802	13.33%	Y	2,000,000
						15,000,000	
8	10,000,000 xs	3/1/76-77	London	UGLO602	47%	Y	4,700,000
	50,000,000 xs	3/1/76-77	Aetna	01XN872WCA	43%	Y	4,300,000
	primary	3/1/76-77	Ranger	EU630328	10%	Y	1,000,000
						10,000,000	
9	15,000,000 xs	3/1/76-77	Midland	XL145567	45.67%	Y	6,850,000
	60,000,000 xs	4/1/76-3/1/77	American Home	SCLE8065396	6.67%	Y	1,000,000
	primary	4/1/76-4/1/77	Hartford	10XS100057	6.67%	Y	1,000,000
		4/21/76-4/21/77	London	UGLO601	34.3%	Y	5,150,000
		4/21/76-4/21/77	Hartford	10XS100056	6.67%	Y	1,000,000
						15,000,000	
<u>Total all layers</u>							
<u>75,000,000</u>							

OCC033801

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/77 to 3/1/78

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurance</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
1	3,000,000 xs primary	3/1/77-78 3/1/77-78	Aetna London	01XN1171SCA UJL0315	33.3% 66.7%	Y Y	1,000,000 <u>2,000,000</u> 3,000,000
2	5,000,000 xs 3,000,000 xs primary	3/1/77-78	London	UGL0355	100%	Y	5,000,000
3	5,000,000 xs 8,000,000 xs primary	3/1/77-78 3/1/77-78	Lexington Prudential	GC5501952 DXCDX0159	60% 40%	Y Y	3,000,000 <u>2,000,000</u> 5,000,000
4	5,000,000 xs 13,000,000 xs primary	3/1/77-78	Aetna	01SN706WCA	100%	Y	5,000,000
5	7,000,000 xs 18,000,000 xs primary	3/1/77-78 3/1/77-78 3/1/77-78 3/1/77-78	Lexington National Union Prudential Granite State	GC5501952 1224270 DXCDX0160 SCLE8094092	57.14% 14.29% 14.29% 14.29%	Y Y Y Y	4,000,000 1,000,000 1,000,000 <u>1,000,000</u> 7,000,000

OCC033802

3/1/77 to 3/1/78 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
6	10,000,000 xs	3/13/77-78	Aetna	01XN721WCA	70%	Y	7,000,000
	25,000,000 xs	3/13/77-3/1/78	Lexington	GCS504640	20%	Y	2,000,000
	primary	3/13/77-78	National Union	1224269	10%	Y	<u>1,000,000</u>
							10,000,000
7	15,000,000 xs	3/13/77-78	Aetna	01XN722WCA	53.3%	Y	8,000,000
	35,000,000 xs	3/13/77-78	Fireman's Fund	XLX1051112	26.7%	Y	4,000,000
	primary	3/13/77-78	North Star	NSX12802	13.3%	Y	2,000,000
		3/13/77-78	National Union	1224275	6.7%	Y	<u>1,000,000</u>
						15,000,000	
8	10,000,000 xs	3/1/77-4/21/78	Aetna	01XN872WCA	43%	Y	4,300,000
	50,000,000 xs	3/1/77-4/21/78	London	UGL0602	47%	Y	4,700,000
	primary	3/1/77-4/21/78	Ranger	EU630328	10%	Y	<u>1,000,000</u>
						10,000,000	
9	15,000,000 xs	3/1/77-4/21/78	Midland	XL145567	45.7%	Y	6,850,000
	60,000,000 xs	3/1/77-4/21/78	American Home	SCLE8065396	6.7%	Y	1,000,000
	primary	4/1/77-78	Hartford	10XS100067	6.7%	Y	1,000,000
		4/21/77-4/21/78	London	UGL0601	34.3	Y	5,150,000
		4/21/77-78	Hartford	10XS100066	6.7%	Y	<u>1,000,000</u>
						15,000,000	
<u>Total all layers</u>							
75,000,000							

OCC033803

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/78 to 3/1/79

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	5,000,000 xs primary	3/1/78-79	London	UKL0553	3%	N	150,000
		3/1/78-79	London	UKL0399	67%	Y	3,350,000
		3/1/78-79	Aetna	01XN6002SCA	10%	Y	500,000
		3/1/78-79	Self-Assumed Ret.	N/A	20%	N/A	<u>1,000,000</u> 5,000,000
2	5,000,000 xs 5,000,000 xs primary	3/1/78-79	London	UKL0400	80%	Y	4,000,000
		3/1/78-79	Self-Assumed Ret.	N/A	20%	N/A	<u>1,000,000</u> 5,000,000
3	5,000,000 xs 10,000,000 xs primary	3/1/78-79	Lexington	5511271	60%	Y	3,000,000
		3/1/78-79	Prudential	DXCDX0794	40%	Y	<u>2,000,000</u> 5,000,000
4	10,000,000 xs 15,000,000 xs primary	3/1/78-79	California Union	ZCX003096	50%	Y	5,000,000
		3/1/78-79	Lexington	5511271	40%	Y	4,000,000
		3/13/78-3/1/79	National Union	1229625	10%	Y	<u>1,000,000</u> 10,000,000
5	10,000,000 xs 25,000,000 xs primary	3/13/78-3/1/79	Aetna	01XN1716WCA	40%	Y	4,000,000
		3/13/78-3/1/79	London	UKL0401	30%	Y	3,000,000
		3/1/78-79	Lexington	5511271	20%	Y	2,000,000
		3/13/78-3/1/79	National Union	1229625	10%	Y	<u>1,000,000</u> 10,000,000

OCC033804

3/1/78 to 3/1/79 (continued)

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
6	15,000,000 xs 35,000,000 xs primary	3/1/78-3/1/79	Prudential	DXCDX0795	33.3%	Y	5,000,000
		3/13/78-3/1/79	Aetna	01XN1717WCA	33.3%	Y	5,000,000
		3/13/78-3/1/79	National Union	1229625	13.3%	Y	2,000,000
		3/13/78-3/1/79	AIU	75-100090	6.7%	Y	1,000,000
		3/13/78-3/1/79	London	UKLO402	6.7%	Y	1,000,000
		3/13/78-3/1/79	Fireman's Fund	XLX1199163	6.7%	Y	<u>1,000,000</u>
							15,000,000
7	10,000,000 xs 50,000,000 xs primary	4/21/78-3/1/79	Aetna	01XN1731WCA	50%	Y	5,000,000
		3/13/78-3/1/79	London	UKLO403	40%	Y	4,000,000
		4/21/78-3/1/79	AIU	75-100092	10%	Y	<u>1,000,000</u>
							10,000,000
8	15,000,000 xs 60,000,000 xs primary	3/13/78-3/1/79	London	UKLO404	33.33%	Y	5,000,000
		4/21/78-3/1/79	Midland	XL148131	26.67%	Y	4,000,000
		4/21/78-3/1/79	Fireman's Fund	XLX1199165	20%	Y	3,000,000
		4/21/78-3/1/79	AIU	75101737	6.67%	Y	1,000,000
		4/21/78-3/1/79	Hartford	10XS100628	6.67%	Y	1,000,000
		4/1/78-3/1/79	Hartford	10XS100627	6.67%	Y	<u>1,000,000</u>
							15,000,000
<u>Total all layers</u>							
75,000,000							

OCC033805

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/79 to 3/1/80

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	5,000,000 xs primary	3/1/79-80	London	UKL0399	70%	Y	3,500,000
		3/1/79-80	Self-Assumed Ret.	N/A	30%	N/A	<u>1,500,000</u> 5,000,000
2	5,000,000 xs 5,000,000 xs primary	3/1/79-80	London	ULL0397	70%	Y	3,500,000
		3/1/79-80	Self-Assumed Ret.	N/A	30%	N/A	<u>1,500,000</u> 5,000,000
3	5,000,000 xs 10,000,000 xs primary	3/1/79-80	Lexington	5511422	60%	Y	3,000,000
		3/1/79-80	Prudential	DXCDX1425	40%	Y	<u>2,000,000</u> 5,000,000
4	10,000,000 xs 15,000,000 xs primary	3/1/79-80	California Union	ZCX003547	50%	Y	5,000,000
		3/1/79-80	Lexington	5511422	40%	Y	4,000,000
		3/1/79-80	National Union	1225311	10%	Y	<u>1,000,000</u> 10,000,000
5	10,000,000 xs 25,000,000 xs primary	3/1/79-80	Aetna	01XN2126WCA	40%	Y	4,000,000
		3/1/79-80	London	ULL0398	30%	Y	3,000,000
		3/1/79-80	Lexington	5511422	20%	Y	2,000,000
		3/1/79-80	National Union	1225311	10%	Y	<u>1,000,000</u> 10,000,000
6	15,000,000 xs 35,000,000 xs primary	3/1/79-80	Prudential	DXCDX1426	33.33%	Y	5,000,000
		3/1/79-80	Aetna	01XN2127WCA	33.33%	Y	5,000,000
		3/1/79-80	National Union	1225311	13.33%	Y	2,000,000
		3/1/79-80	London	ULL0399	13.33%	Y	2,000,000
		3/1/79-80	AIU	75101020	6.67%	Y	<u>1,000,000</u> 15,000,000

OCC033806

3/1/79 to 3/1/80 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
7	10,000,000 xs	3/1/79-80	Aetna	01XN2128WCA	50%	Y	5,000,000
	50,000,000 xs	3/1/79-80	London	ULL0400	40%	Y	4,000,000
	primary	3/1/79-80	AIU	75101021	10%	Y	1,000,000
							<u>10,000,000</u>
8	15,000,000 xs	3/1/79-80	London	ULL0401	33.33%	Y	5,000,000
	60,000,000 xs	3/1/79-80	Midland	XL159843	26.67%	Y	4,000,000
	primary	3/1/79-80	Fireman's Fund	XLX1392123	20%	Y	3,000,000
		3/1/79-80	Prudential	DXCDX1432	13.33%	Y	2,000,000
		3/1/79-80	AIU	75101022	6.67%	Y	1,000,000
						<u>15,000,000</u>	
9	25,000,000 xs	3/1/79-80	London	ULL0402	40%	Y	10,000,000
	75,000,000 xs	3/1/79-80	Employers Mutual	MM070662	20%	Y	5,000,000
	primary	3/1/79-80	AIU	75101023	20%	Y	5,000,000
		3/1/79-80	Aetna	01XN2129WCA	8%	Y	2,000,000
		3/1/79-80	National Union	1225311	4%	Y	1,000,000
		3/1/79-80	Midland	XL159844	4%	Y	1,000,000
3/1/79-80	Firemans Fund	XLX1392124	4%	Y	1,000,000		
						<u>25,000,000</u>	

Total all layers
100,000,000

OCC033807

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/80 to 3/1/81

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	5,000,000 xs primary	3/1/80-81	London	UMA0165	70%	Y	3,500,000
		3/1/80-81	Self-Assumed Ret.	N/A	30%	N/A	<u>1,500,000</u>
							5,000,000
2	5,000,000 xs 5,000,000 xs primary	3/1/80-81	London	UMA0166	70%	Y	3,500,000
		3/1/80-81	Self-Assumed Ret.	N/A	30%	N/A	<u>1,500,000</u>
							5,000,000
3	5,000,000 xs 10,000,000 xs primary	3/1/80-81	First State	928336	60%	Y	3,000,000
		3/1/80-81	Gibraltar	GMX00489	40%	Y	<u>2,000,000</u>
							5,000,000
4	10,000,000 xs 15,000,000 xs primary	3/1/80-81	California Union	ZCX003991	50%	Y	5,000,000
		3/1/80-81	U.S. Fire	5220104112	50%	Y	<u>5,000,000</u>
							10,000,000
5	25,000,000 xs 25,000,000 xs primary	3/1/80-81	London	UMA0167	40%	Y	10,000,000
		3/1/80-81	First State	928337	20%	Y	5,000,000
		3/1/80-81	National Union	9782546	20%	Y	5,000,000
		3/1/80-81	Am. Centennial	CC001218	20%	Y	<u>5,000,000</u>
							25,000,000
6	25,000,000 xs 50,000,000 xs primary	3/1/80-81	London	UMA0168	40%	Y	10,000,000
		3/1/80-81	Aetna	01XN2555WCA	20%	Y	5,000,000
		3/1/80-81	Midland	XL706868	20%	Y	5,000,000
		3/1/80-81	Fireman's Fund	XLX1391851	12%	Y	3,000,000
		3/1/80-81	AIU	75101940	8%	Y	<u>2,000,000</u>
							25,000,000

OCC033808

3/1/80 to 3/1/81 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
7	50,000,000 xs	3/1/80-81	London	UMA0169	30%	Y	15,000,000
	75,000,000 xs	3/1/80-81	Aetna	01XN2556WCA	30%	Y	15,000,000
	primary	3/1/80-81	Employers Mutual	MM071305	10%	Y	5,000,000
		3/1/80-81	Gibraltar	GMX00490	10%	Y	5,000,000
		3/1/80-81	AIU	75101941	20%	Y	<u>10,000,000</u>
							50,000,000

Total all layers
150,000,000

OCC033809

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
3/1/81 to 7/1/82

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	5,000,000 xs primary	3/1/81-7/1/82	London	UNA0113	84.78%	Y	4,238,950
		3/1/81-7/1/82	Self-Assumed Ret.	N/A	15%	N/A	750,000
		3/1/81-7/1/82	Diamond (GAP)	N/A	0.22%	N/A	11,050
							5,000,000
2	20,000,000 xs 5,000,000 xs primary	3/1/81-7/1/82	London	UNA0114	50%	Y	10,000,000
		3/1/81-7/1/82	Gibraltar	GMX00967	20%	Y	4,000,000
		3/1/81-7/1/82	First State	930773	20%	Y	4,000,000
		3/1/81-7/1/82	Self-Assumed Ret.	N/A	10%	N/A	2,000,000
							20,000,000
3	25,000,000 xs 25,000,000 xs primary	3/1/81-7/1/82	London	UNA0115	40%	Y	10,000,000
		3/1/81-7/1/82	Evanston	EX10565	20%	Y	5,000,000
		3/1/81-7/1/82	National Union	9910530	20%	Y	5,000,000
		3/1/81-7/1/82	U.S. Fire	5220108567	20%	Y	5,000,000
							25,000,000
4	25,000,000 xs 50,000,000 xs primary	3/1/81-7/1/82	London	UNA0116	40%	Y	10,000,000
		3/1/81-7/1/82	Midland	XL713072	20%	Y	5,000,000
		3/1/81-7/1/82	AIU	75-102529	36%	Y	9,000,000
		3/1/81-7/1/82	National Union	9910530	4%	Y	1,000,000
							25,000,000
5	25,000,000 xs 75,000,000 xs primary	3/1/81-7/1/82	London	UNA0117	60%	Y	15,000,000
		3/1/81-7/1/82	Midland	XL713073	20%	Y	5,000,000
		3/1/81-7/1/82	Gibraltar	GMX00968	20%	Y	5,000,000
							25,000,000

OCC033810

3/1/81 to 7/1/82 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
6	50,000,000 xs	3/1/81-7/1/82	Aetna	01XN2943WCA	50%	Y	25,000,000
	100,000,000 xs	3/1/81-7/1/82	Employers Mutual	MM071736	20%	Y	10,000,000
	primary	3/1/81-7/1/82	AIU	75102530	20%	Y	10,000,000
		3/1/81-7/1/82	Am. Centennial	CC001458	10%	Y	5,000,000
							<u>50,000,000</u>

Total all layers
150,000,000

OCC033811

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
7/1/82 to 7/1/83

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	5,000,000 xs primary	7/1/82-83	London	UNA0113	85%	Y	4,250,000
		7/1/82-83	Self-Assumed Ret.	N/A	15%	N/A	750,000
							5,000,000
2	20,000,000 xs 5,000,000 xs primary	7/1/82-83	London	UNA0114	50%	Y	10,000,000
		7/1/82-83	Gibraltar	GMX01785	20%	Y	4,000,000
		7/1/82-83	First State	930820	20%	Y	4,000,000
		7/1/82-83	Self-Assumed Ret.	N/A	10%	N/A	2,000,000
							20,000,000
3	50,000,000 xs 25,00,000 xs primary	7/1/82-83	London	UPA0259	34%	Y	17,000,000
		7/1/82-83	Evanston	EX11023	20%	Y	10,000,000
		7/1/82-83	AIU	75-102180	20%	Y	10,000,000
		7/1/82-83	Midland	XL739559	10%	Y	5,000,000
		7/1/82-83	Great S.W. Fire	XL13711	10%	Y	5,000,000
		7/1/82-83	Atlanta	XL06066	4%	Y	2,000,000
		7/1/82-83	Integrity	XL206342	2%	Y	1,000,000
							50,000,000
4	25,000,000 xs 75,000,000 xs primary	7/1/82-83	London	UPA0260	60%	Y	15,000,000
		7/1/82-83	Midland	XL739558	20%	Y	5,000,000
		7/1/82-83	Gibraltar	GMX01786	20%	Y	5,000,000
							25,000,000

OCC033812

7/1/82 to 7/1/83 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
5	50,000,000 xs	7/1/82-83	Aetna	01XN3444WCA	50%	Y	25,000,000
	100,000,000 xs	7/1/82-83	Employers Mutual	MMO-73180	20%	Y	10,000,000
	primary	7/1/82-83	AIU	75-102181	20%	Y	10,000,000
		7/1/82-83	Am. Centennial	CC-00-35-40	10%	Y	<u>5,000,000</u>
						50,000,000	
6	50,000,000 xs	2/1/83-7/1/83	Gibraltar	GMX-02112	10%	Y	5,000,000
	150,000,000 xs	2/1/83-7/1/83	AIU	75-102261	20%	Y	10,000,000
	primary	2/1/83-7/1/83	Am. Centennial	CC-01-56-50	10%	Y	5,000,000
		2/1/83-7/1/83	Royal	ED102169	10%	Y	5,000,000
		2/1/83-7/1/83	London Guarantee	LX2107727	10%	Y	5,000,000
		2/1/83-7/1/83	American Excess	EUL5100793	10%	Y	5,000,000
		2/1/83-7/1/83	Pacific Employers	XCC013277	10%	Y	5,000,000
		2/1/83-7/1/83	First State	EU935340	20%	Y	<u>10,000,000</u>
							50,000,000

Total all layers
200,000,000

OCC033813

DIAMOND SHAMROCK CORPORATION

Excess Liability Program
7/1/83 to 7/1/84

Layer	Layer Limit	Period Covered	Insurer	Policy Number	Layer Percent	Policy Available(?)	Policy Limit
1	5,000,000 xs primary	7/1/83-84	London	OQA0196	80%	N	4,000,000
		7/1/83-84	Self-Assumed Ret.	N/A	20%	N/A	1,000,000
							<u>5,000,000</u>
2	20,000,000 xs 5,000,000 xs primary	7/1/83-84	London	UQA0197	43.5%	N	8,700,000
		7/1/83-84	Self-Assumed Ret.	N/A	5%	N/A	1,000,000
		7/1/83-84	Gibraltar	GMX02299	10%	Y	2,000,000
		7/1/83-84	First State	EU935348	20%	Y	4,000,000
		7/1/83-84	Royal	RED102452	5%	Y	1,000,000
		7/1/83-84	Republic	CDE0631	5%	Y	1,000,000
		7/1/83-84	Twin City Fire	TXS103102	11.5%	Y	2,300,000
						<u>20,000,000</u>	
3	50,000,000 xs 25,00,000 xs primary	7/1/83-84	London	UQA0198	30.5%	N	15,250,000
		7/1/83-84	AIU	75-103060	10%	Y	5,000,000
		7/1/83-84	Great S.W. Fire	XL13773	10%	Y	5,000,000
		7/1/83-84	Atlanta	XL06156	4%	Y	2,000,000
		7/1/83-84	Integrity	XL207367	2%	Y	1,000,000
		7/1/83-84	Midland	XL748956	6%	Y	3,000,000
		7/1/83-84	Royal	RED102451	13%	Y	6,500,000
		7/1/83-84	Transit	FXS960459	11%	Y	5,500,000
		7/1/83-84	Gibraltar	GMX02300	4%	Y	2,000,000
		7/1/83-84	Twin City Fire	TXS103102	9.5%	Y	4,750,000
						<u>50,000,000</u>	
4	25,000,000 xs 75,000,000 xs primary	7/1/83-84	London	UQA0199	60%	N	15,000,000
		7/1/83-84	Gibraltar	GMX02301	20%	Y	5,000,000
		7/1/83-84	Midland	XL748957	20%	Y	5,000,000
						<u>25,000,000</u>	

OCC033814

7/1/83 to 7/1/84 (continued)

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
5	50,000,000 xs	7/1/83-84	Aetna	01XN3811WCA	40%	Y	20,000,000
	100,000,000 xs	7/1/83-84	Employers Mutual	MMO-73425	20%	N	10,000,000
	primary	7/1/83-84	AIU	75-103061	22%	Y	11,000,000
		7/1/83-84	Royal	RED102450	5%	Y	2,500,000
		7/1/83-84	Republic	CDE0631	13%	Y	6,500,000
						<u>50,000,000</u>	
6	50,000,000 xs	7/1/83-84	Gibraltar	GMX02302	10%	Y	5,000,000
	150,000,000 xs	7/1/83-84	AIU	75-103062	20%	Y	10,000,000
	Primary	7/1/83-84	Am. Centennial	CC-01-56-93	10%	Y	5,000,000
		7/1/83-84	Royal	ED102190	10%	Y	5,000,000
		7/1/83-84	Pacific Employers	XCC013277	10%	Y	5,000,000
		7/1/83-84	First State	EU935349	20%	Y	10,000,000
		7/1/83-84	Aetna	01XN3812WCA	16%	Y	8,000,000
		7/1/83-84	Atlanta	XL06156	4%	Y	2,000,000
						<u>50,000,000</u>	
<u>Total all layers</u>							
200,000,000							

OCC033815

DIAMOND SHARROCK CORPORATION

**Excess Liability Program
7/1/84 to 7/1/85**

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available(?)</u>	<u>Policy Limit</u>
1	5,000,000 xs primary	7/1/84-85	London	UQA0196	80%	N	4,000,000
		7/1/84-85	International	5220061002	10%	Y	500,000
		7/1/84-85	Self-Assumed Ret.	N/A	10%	N/A	500,000
							<u>5,000,000</u>
2	20,000,000 xs 5,000,000 xs primary	7/1/84-85	London	UQA0197	43.5%	N	8,700,000
		7/1/84-85	Colonial Penn	RU010057	25%	Y	5,000,000
		7/1/84-85	Employers Ins. of Wausau	5735-00-100818	11.5%	Y	2,300,000
		7/1/84-85	International	5220061002	20%	Y	4,000,000
							<u>20,000,000</u>
3	50,000,000 25,000,000 xs primary	7/1/84-85	London	UQA0198	19.7%	N	9,850,000
		7/1/84-85	Republic	CDE 0933	12%	Y	6,000,000
		7/1/84-85	Employers Ins. of Wausau	5735-02-100818	5.4%	Y	2,700,000
		7/1/84-85	Atlanta International	XL 06280	2%	Y	1,000,000
		7/1/84-85	Integrity	XL 208588	4%	Y	2,000,000
		7/1/84-85	Midland	XL 770629	4%	Y	2,000,000
		7/1/84-85	Transit Casualty	SCU 956892	11%	Y	5,500,000
		7/1/84-85	Zurich International	ZIB 71,195-84C	5%	Y	2,500,000
		7/1/84-85	Transamerica	USL 1339-7884	8%	Y	4,000,000
		7/1/84-85	INA	XCP 144260	2%	Y	1,000,000
		7/1/84-85	Greenstone	22028	10.25%	Y	5,125,000
7/1/84-85	Self-Assumed Ret.	N/A	16.65%	N/A	8,325,000		
							<u>50,000,000</u>

OCC033816

7-1-84 to 7-1-85

p. 27 of 27

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available</u>	<u>Policy Limit</u>
4	25,000,000 xs 75,000,000 xs Primary	7-1-84/85	London	UQA0199, Cover Note PY249785	60.0%	N	\$ 15,000,000
		7-1-84/85	Zurich International	ZIB71,196-84C	10.0%	Y	2,500,000
		7-1-84/85	Integrity	XL208918	16.0%	Y	4,000,000
		7-1-84/85	Midland	XL770630	8.0%	Y	2,000,000
		7-1-84/85	Harbor	HI178519	6.0%	Y	1,500,000
						-----	\$ 25,000,000
5	100,000,000 xs 100,000,000 xs Primary	7-1-84/85	Greenstone Assurance Ltd	22033F	100.0%	Y	100,000,000
6	100,000,000 xs 200,000,000 xs Primary	7-1-84/85	Aetna	01XN4412WCA	25.0%	Y	25,000,000
		7-1-84/85	Various lead by NY Marine Mgrs.	J&H-JP-255	60.0%	Y	60,000,000
		7-1-84/85	Greenstone Assurance Ltd	22037F	15.0%	Y	15,000,000
						-----	\$100,000,000

Total all Layers

\$300,000,000
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OCC033817

Excess Liability Program
7-1-85 to 7-1-86

1986 Addendum
p. 28 of 28

<u>Layer</u>	<u>Layer Limit</u>	<u>Period Covered</u>	<u>Insurer</u>	<u>Policy Number</u>	<u>Layer Percent</u>	<u>Policy Available</u>	<u>Policy Limit</u>
1	\$25,000,000 XS Primary excluding oil & gas operations	7-1-85/86	Greenstone Assurance Ltd.	22048	100.0%	Y	\$25,000,000 (This is w/in layer #2, but applies only to Coal, R&M and Chemicals)
2	\$150,000,000 XS Primary, however, XS only of \$75M for non-oil & gas operations	7-1-85/86	Greenstone Assurance Ltd.	22032	100.0%	Y	\$150,000,000 (note \$50M SIR between \$25M & \$75M limits for non-oil & gas operations)
3	\$50,000,000 XS \$150,000,000 XS Primary	7-1-85/86	Greenstone Assurance Ltd.	22033	62.7%	Y	\$31,350,000
		7-1-85/86	U.S. Fire	05697	4.0%	Y	\$ 2,000,000
		7-1-85/86	Self-Assumed Ret.	N/A	33.3%	N/A	\$16,650,000
						-----	\$50,000,000
4	\$100,000,000 XS \$200,000,000 XS Primary	7-1-85/86	N.Y. Marine Managers	JP-85-01-DTX	20.0%	Y	\$20,000,000
			Texas Marine		5.0%		5,000,000
			Royal Insurance Co.		5.0%		5,000,000
			MOAC		10.0%		10,000,000
			Am. Marine Ins. Group		5.0%		5,000,000
			Talbot Bird & Co.		10.0%		10,000,000
			Fireman's Fund		5.0%		5,000,000
			Navigator's Group		4.0%		4,000,000
			St. Paul Fire & Marine		15.0%		15,000,000
			U. S. Fire		1.0%		1,000,000
				-----		-----	\$80,000,000
		7-1-85/86	International Marine Underwriters	JP-85-01-DTX	20.0%		20,000,000
					-----		-----
					100.0%		\$100,000,000

Total all Layers
\$300,000,000
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OCC033818

DIAMOND SHAMROCK CORPORATION

Primary Liability Program
2/1/60 to 2/1/81

PERIOD COVERED	POLICY NUMBER	COMPANY	LIMIT OF LIABILITY
2/1/60-2/1/63	01AL11063SR(Y)	Aetna	C.S.L. / separate bi + pd unknown aggregate
2/1/63-2/1/66	01AL26657SR	Aetna	unknown
2/1/66-2/1/69	01AL042687SR(Y)	Aetna	100,000/1,000,000
2/1/69-2/1/71	01AL143300SR(Y)	Aetna	500,000/2,000,000
2/1/71-2/1/72	01AL154645SRA(Y)	Aetna	500,000/2,000,000
2/1/72-2/1/73	01AL158404SRA(Y)	Aetna	500,000/2,000,000
2/1/73-2/1/74	01AL163368SCA(Y)	Aetna	500,000/2,000,000
2/1/74-2/1/75	01AL242750SCA	Aetna	500,000/2,000,000
2/1/75-2/1/76	01AL248989SCA	Aetna	1,000,000/2,000,000
2/1/76-2/1/77	01AL256049SCA	Aetna	1,000,000/2,000,000 ²
2/1/77-2/1/78	01AL260827SCA	Aetna	1,000,000/2,000,000 ³
2/1/78-2/1/79	01AL260888SCA	Aetna	1,000,000/2,000,000
2/1/79-2/1/80	01GL1436SCA	Aetna	2,000,000/5,000,000
2/1/80-2/1/81	01GL57413SCA	Aetna	2,000,000/3,750,000

Notes appear on next page

OCC033819

DIAMOND SHAMROCK CORPORATION

Primary Liability Program
2-1-81 to 7-1-87

<u>PERIOD COVERED</u>	<u>POLICY NUMBER</u>	<u>COMPANY</u>	<u>LIMIT OF LIABILITY</u>
2-1-81/7-1-82	01GL57467SCA	AETNA	2,000,000/5,312,500
7-1-82/7-1-83	01GL248035SCA	AETNA	2,000,000/3,750,000
7-1-83/7-1-84	01GL408968SCA	AETNA	2,000,000/3,750,000
7-1-84/7-1-85	01GL460947SCA	AETNA	2,000,000/3,750,000
7-1-85/7-1-86	GLA1578763	NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA	1,500,000/2,500,000 GEN. & CONTRACTUAL 2,500,000/5,500,000 PRODUCTS

Note: These are main policy numbers only
and do not include other ancillary policy numbers

OCC033820

INSURANCE COMPANY	POLICY NUMBER	POLICY PERIOD
AETNA	1-C90255RR	2-1-58/59
AETNA	1-CS193RR	2-1-59/60
AETNA	1-C17381RR	2-1-60/61
AETNA	1-C26733RR	2-1-61/62
AETNA	1-C17380RR	2-1-60/61
AETNA	1-C47440SR	2-1-63/66
AETNA	1-C90210PT	2-1-58/59
AETNA	1-C4761PT	2-1-59/60
AETNA	1-C17382	2-1-60/61
AETNA	1-C33848PT	11-1-61/62
AETNA	1-C26734PT	2-1-61/62
AETNA	1-C35435PT	2-1-62/63
AETNA	1-C47439SC	2-1-63/64
AETNA	1-C60054SC	2-1-64/65
AETNA	01C075263	2-1-66/67
AETNA	01CX9289SCA	2-1-69/70
AETNA	01CX97319SCA	2-1-70/71
AETNA	01CX101189SCA	2-1-71/72
AETNA	01CX105827SCA	2-1-72/73
AETNA	01C95113SSS	2-1-69/71
AETNA	01CX952097SSS	2-1-71/72
AETNA	01CX952491SSS	2-1-72/73
AETNA	01CX111083SCA	2-1-73/74
AETNA	01C952726SSS	2-1-73/74
AETNA	01CH1SSS	2-1-74/75
AETNA	01CX116379SCA	2-1-74/75
AETNA	01CH50SSS	2-1-75/76
AETNA	01CX1241395PA	2-1-75/76
AETNA	01CX1335235PA	2-1-76/77
AETNA	01CH145SSS	2-1-76/77
AETNA	01CX1384285PA	2-1-76/78
AETNA	01CH1384275SS	2-1-77/78
AETNA	01CH1447975SS	2-1-78/79
AETNA	01CX1447985PA	2-1-78/79
AETNA	01CH1465965SS	2-1-79/80
AETNA	01CX1465975PA	2-1-79/80
AETNA	01CX1482145PA	2-1-80/81
AETNA	01CH1482135SS	2-1-80/81
AETNA	01CX2093345PA	2-1-81/82
AETNA	01CH2093335SS	2-1-81/82
AETNA	01CH2378805SS	7-1-82/83
AETNA	01CX2378515SS	2-1-82/7-1-82
AETNA	01CX2378815PA	7-1-82/83
AETNA	01CH2689455SS	7-1-83/84
AETNA	01CX2689465PA	7-1-83/84
AETNA	01CH2888555SS	7-1-84/85
AETNA	01CX2888565PA	7-1-84/85
BIRMINGHAM FIRE INS. CO. OF PA	WC112-25-85	7-1-85/86
TEIA	58404A-N	2-1-69/7-1-83
TEIA	875489	2-1-69/7-1-83
TEIA	875411	2-1-69/7-1-83
TEIA	92358	7-1-84/86

Foreign Liability Policies

Schedule 2.18

<u>TERM</u>	<u>COVERAGE</u>	<u>INSURER</u>	<u>POLICY NUMBER</u>	<u>LIMIT</u>
12-1-85/86	AL/GL WC/EL	AIU	80-149379 83-44447	\$1.0M occ/agg
1-1-85 to 12-1-85	WC/EL/AL/GL	Greenstone Assurance Limited	22026F	\$1.0M occ/agg
1-31-84 to 1-1-85	AL/GL	AIU	80-149058	\$1.0M occ/agg
1-31-83/84	AL/GL	AIU	80-148585	\$1.0M occ/agg
1-31-82/83	AL/GL	AIU	80-103567	\$1.0M occ/agg
1-31-81/82	AL/GL	AIU	80-111459	\$1.0M occ/agg
1-31-80/81	AL/GL	The Fidelity & Casualty Company of New York	L1203300	\$1.0M occ/agg
1-31-78/80	AL/GL	The Fidelity & Casualty Company of New York	L1409757	\$1.0M occ/agg
1-31-77/78	AL/GL	The Fidelity & Casualty Company of New York	L1168514	\$1.0M occ/agg
1-31-74/77	AL/GL	The Continental Insurance Company	L6317200	\$1.0M occ/agg
1-31-73/74	AL/GL	The Continental Insurance Company	L6296311	\$1.0M occ/agg
1-31-71/73	AL/GL	The Continental Insurance Company	L6328559	\$1.0M occ/agg
1-1-70/71	AL/GL	St. Paul Mercury Insurance Company	SPL 6717	\$500,000 occ \$1.0M agg
1-1-69/71	AL/GL	St. Paul Mercury Insurance Company	SPL 6606	\$500,000 occ \$1.0M agg
1-1-66/69	AL/GL	St. Paul Mercury Insurance Company	SPL 5910	\$500,000 occ \$1.0M agg
1-1-61/66	AL/GL	St. Paul Mercury Insurance Company	SPL 5778 (1)	\$500,000 occ \$1.0M agg

OCC033822

<u>TIME</u>	<u>COVERAGE</u>	<u>INSURER</u>	<u>POLICY NUMBER</u>	<u>LIMIT</u>
1-1-61/69	AL/GL	St. Paul Mercury Insurance Company	1A12442	\$500,000 occ
unknown/1-1-61	AL/GL	St. Paul Mercury Insurance Company	Renewal of 1A5105 (2)	unknown

Footnotes:

1. SPL 5778 is not available, but indicated on SPL 5910 as being renewed by SPL 5910.
2. Policy 1A5105 is not available.

OCC033823

SCHEDULE 2.19

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
and
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

LABOR AGREEMENTS

8298G

OCC033824

SCHEDULE 2.19

Labor Agreements

A. COLLECTIVE BARGAINING AGREEMENTS

1. Working Agreement, between Diamond Shamrock Chemicals Company and International Brotherhood of Teamsters, Local 560 (Jersey City Plant) (May 22, 1986 to May 22, 1989)
2. Agreement, between Diamond Shamrock Chemicals Company and Petroleum, Construction, Tankline Drivers, Yeast, Soft Drink Workers and Driver-Salesmen, Amusement and Vending Service Men and Allied Workers, Local 311 (Catonsville Plant) (December 18, 1985 to December 17, 1988)
3. Contract, between Diamond Shamrock Chemicals Company and United Steelworkers of America (AFL-CIO-CLC), Local 12254 (Cincinnati Plant) (September 24, 1985 to September 24, 1988)
4. Agreement, between Diamond Shamrock Chemicals Company and United Steelworkers of America (AFL-CIO-CLC), Local 2608 (formerly Local 13721) (Chicago Silicate Plant) (October 28, 1983 to October 27, 1986)
5. Agreement, between Diamond Shamrock Chemicals Company, Process Chemicals Division and United Food and Commercial Workers (AFL-CIO), Local 354 (Cedartown Plant) (December 10, 1985 to December 9, 1988)
6. Agreement, between Diamond Shamrock Chemicals Company, Process Chemicals Division and International Union of Electrical, Radio and Machine Workers (AFL-CIO), Local 427 (Harrison Plant) (February 16, 1985 to February 15, 1988)
7. Agreement, between Diamond Shamrock Chemicals Company, Process Chemicals Division and International Union of Operating Engineers, Local 68 (Carlstadt Plant) (January 1, 1984 to December 31, 1986)

OCC033825

8. Agreement, between Diamond Shamrock Chemicals Company, Process Chemicals Division and Automatic Sales, Servicemen and Allied Workers Union, Local 575 affiliated with the International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of America (Carlstadt Plant) (November 1, 1983 to October 31, 1986)

B. PUBLISHED PERSONNEL POLICIES GENERALLY APPLICABLE TO DOMESTIC EMPLOYEES

1. Diamond Shamrock Employee Benefits Program (1-1-85)
2. Ashtabula Plant Employee Handbook (9-85)
3. Battleground Plant -- Employee Benefit Programs and Plant Policies (5-85)
4. Belle Plant Employee Handbook (11-85)
5. Charlotte Plant Employee Handbook (7-85)
6. Dallas Plant Employee Policy Manual
7. Deer Park Works Employee Handbook (1-76)
8. Delaware City Plant Employee Handbook
9. Mobile Plant Employee Handbook
10. Morristown Plant Employee Handbook
11. Muscle Shoals Plant Blue Book
12. Human Resources Policies and Administration Guidelines.

C. PENDING CHARGES OR COMPLAINTS BEFORE THE NATIONAL LABOR RELATIONS BOARD ("NLRB")

None

D. PENDING OR THREATENED LABOR STRIKES, ORGANIZED DISPUTES, SLOWDOWNS, OR WORK STOPPAGES

None

E. UNION REPRESENTATION CLAIMS OR PETITIONS PENDING BEFORE THE NLRB

On July 28, 1986, DSCC received a letter from the NLRB giving notice that a Petition for Certification of Representative had been filed with the NLRB. The Petitioner, Graphic Communications International Union, Local 527-S, seeks to represent production, warehouse and janitorial employees at DSCC's facility in Charlotte, N.C. The union certification election is scheduled to occur on September 18 and 19, 1986.

F. GRIEVANCE OR ARBITRATION PROCEEDINGS ARISING OUT OF OR UNDER A COLLECTIVE BARGAINING AGREEMENT

1. William Leach and Raymond Spiewar, together with USW, Local 2608, Grievance Report No. 4-86 (Chicago Silicate Plant)
2. Bob Rager, together with USW, Local 2608, Grievance Report No. 5-86 (Chicago Silicate Plant)
3. IUERMW, Local 427, Grievance filed June 9, 1986 (Harrison Plant)
4. IUERMW, Local 427, Grievance filed March 12, 1986 by Willie White, set for arbitration (Harrison Plant)
5. IUERMW, Local 427, Grievance filed February 27, 1986 by Jack Muir and Mel Halpern, set for arbitration (Harrison Plant)
6. Petroleum, Construction . . . Workers, Local 311, Grievance filed August 11, 1986 by Herbert Allen (Catonsville Plant)

G. ORGANIZED WORK STOPPAGES IN EXCESS OF 10 WORKING DAYS WITHIN THE PAST 5 YEARS

None

H. CHARGES PENDING BEFORE THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OR ANY STATE OR LOCAL AGENCY

1. Warren J. Meister, discrimination claim, filed with the EEOC and the Texas Commission on Human Rights (Las Colinas)
2. Willie White, discrimination claim, filed with the EEOC and New Jersey Division on Civil Rights (Harrison Plant)

3. Patricia A. Balint, discrimination claim, filed with the EEOC; claim for unemployment benefits, filed with the Ohio Bureau of Employment Services (Astabula Plant)
4. Worker's Compensation Claims (See Schedule 2.07)

I. OTHER LABOR OR EMPLOYMENT RELATED CLAIMS

1. Don F. Rhudy v. Diamond Shamrock Corporation, wrongful discharge claim, filed petition No. 80-13479 in 1980 in the 129th Judicial District Court at Harris County, Texas. (Deer Park Plant)
2. Terry Allen Johnson v. Diamond Shamrock Corporation, wrongful discharge claim, filed petition No. 86-06160 on February 7, 1986, in the 11th Judicial District Court of Harris County, Texas. (Deer Park Plant)
3. Don E. Harriford v. Convent Chemical Corporation, discrimination claim, filed complaint No. 85-5219 on November 15, 1985, in the United States District Court for the Eastern District of Louisiana. (Convent Plant)
4. Taylor v. Diamond Shamrock Chemicals Company, wrongful discharge claim, General Court, Superior Division, New Hanover County, North Carolina (Castle Hayne)
5. Maguire v. W. R. Grace v. Diamond Shamrock Chemicals Company, wrongful discharge, Third Circuit, U.S. Court of Appeals. (Morristown)
6. Turner et al. v. Diamond Shamrock Chemicals Company, severance pay dispute, Civil Action No. 85C-DE-130, Superior Court of the State of Delaware, New Castle County. (Delaware City)
7. Simmons et al. v. Diamond Shamrock Corporation, severance pay dispute and class action, Civil Action No. 86-725c(c), United States District Court, Eastern Division of Missouri, Eastern Division
8. Kreml v. Diamond Shamrock Corporation, life insurance and pension claim, No. 86C 1134, United States District Court, Northern District of Illinois, Eastern Division (Frankfort Plant)

8178G

SCHEDULE 2.22

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

COGENERATION AGREEMENT; RELATED
COGENERATION CONTRACTS; CERTIFICATES

8548G

OCC033829

SCHEDULE 2.22

Cogeneration

I. Self Qualifying Certificates

1. Letter, dated February 4, 1985, from Diamond Shamrock Chemicals Company to the Federal Energy Regulatory Commission
2. Letter, dated April 16, 1982, from Diamond Shamrock Corporation to the Federal Energy Regulatory Commission
3. Letter, dated August 13, 1982, from Diamond Shamrock Corporation to Houston Lighting and Power Company
4. Letter, dated January 21, 1982, from Diamond Shamrock Corporation to the Federal Energy Regulatory Commission
5. Letter, dated January 22, 1982, from Diamond Shamrock Corporation to Houston Lighting & Power Company

II. Related Cogeneration Contracts

The following agreements listed on this Schedule 2.22 are agreements substantially relating to the Cogeneration Facilities. Such list, however, does not include contracts, agreements or understandings which provide goods or services to both the Cogeneration Facilities and the other business operations at the Deer Park Plant and/or the Battleground Plant.

1. Cogeneration Agreement, dated August 6, 1984, as amended, between Diamond Shamrock Chemicals Company and Houston Lighting and Power Company
2. Industrial Gas Sales Contract, Contract No. 23970, dated November 21, 1979, as amended, by and between United Texas Transmission Company and Diamond Shamrock Corporation
3. Short Term Industrial Marketing Program Gas Sales Contract, dated June 1, 1986, by and between Amoco Gas Company and Diamond Shamrock Chemicals Company

OCC033830

4. Gas Sales Contract, dated October 1, 1985, by and between Amoco Production Company and Diamond Shamrock Chemicals Company
5. Gas Transportation and/or Exchange Agreement, dated October 1, 1985, as amended, between Amoco Gas Company and Diamond Shamrock Chemicals Company
6. Industrial Gas Sales Contract, dated March 28, 1983, as amended, by and between South Gulf Energy, Inc. and Diamond Shamrock Corporation
7. Gas Sales Contract, dated October 4, 1985, by and between Amoco Gas Company and Diamond Shamrock Chemicals Company
8. Gas Contract, effective as of January 1, 1985, by and between Amoco Gas Company and Diamond Shamrock Corporation
9. Agreement for Engineering and Procurement Services, dated May 1, 1984, by and between Diamond Shamrock Chemicals Company, Brown & Root, Inc. and Brown & Root U.S.A.
10. Purchase Order, Order No. AA 180001-E-077, dated November 11, 1984, as amended, between Diamond Shamrock Chemicals Company and General Electric Company
11. Purchase Order, dated October 29, 1984, as amended, between Diamond Shamrock Chemicals Company and Henry Vogt Machine Company

8620G

File 100-100-31
13.



Diamond Shamrock
Chemicals Company

George E. Knowles
Director of Energy Affairs

Certified Mail No: P 662 942 997 ✓
Return Receipt Requested *nk d*

February 4, 1985

Kenneth L. Plumb
Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.E.
Washington, D.C. 20426

Dear Mr. Plumb:

Re: NOTICE OF SELF-QUALIFICATION
QUALIFYING FACILITY STATUS

Diamond Shamrock Chemicals Company files this letter, together with 14 copies hereof, as its Notice of Self-Qualification for Qualifying Facility Status pursuant to Title 18, Part 292 of the Code of Federal Regulations. Necessary details are set forth below:

Name and address of applicant

Diamond Shamrock Chemicals Company
351 Phelps Court
Irving, Texas 75038

Location of facility

Diamond Shamrock Chemicals Company
Deer Park Plant
1101 Tidal Road
Deer Park, Texas 77536

Telephone number for additional information

Director of Energy Affairs - (214) 659-7195

Description of facility

The cogeneration facility is a combined cycle consisting of steam turbines and a combustion turbine. One boiler and a heat recovery boiler fired by natural gas produce high pressure steam which is fed to three steam turbines, each of which drives an electric generator and produces

Diamond Shamrock Chemicals Company A Subsidiary of Diamond Shamrock
351 Phelps Court, P O Box 2300, Irving, Texas 75061-1433 Phone: 214 659-7195

OCC033832

Kenneth L. Plumb, Secretary
Federal Energy Regulatory Commission
February 4, 1985
Page 2

low pressure process steam. A combustion turbine fired with natural gas drives an electric generator and produces hot exhaust gases. The exhaust gas energy is utilized to heat feed water for a single boiler and the heat recovery boiler.

Primary energy source

Natural gas.

Power production capacity

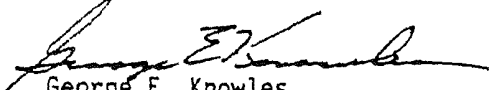
Approximately 75 megawatts.

Ownership

No electric utility, electric utility holding company, or any entity owned by either has any ownership interest in the facility.

Please advise us if you require any additional information.

Yours truly,


George E. Knowles
Director of Energy Affairs

/wg

OCC033833

Registered Mail -
Return Receipt Requested



Diamond Shamrock

George E. Knowles
Director of Energy Affairs

April 16, 1982

Kenneth L. Plumb, Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.E.
Washington, D.C. 20426

Dear Mr. Plumb:

By this letter Diamond Shamrock Corporation furnishes notice required by the Commission's regulation 18CFR 292.207 that the cogeneration facility described below is a Qualifying Facility.

1. Name and address of owner:

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201

Location of Facility:

Tidal Road
Deer Park, Texas

2. Description of facility:

The cogeneration facility is a combined cycle consisting of steam turbines and a combustion turbine. Six boilers fired by natural gas produce high pressure steam which is fed to three steam turbines, each of which drives an electric generator and produces low pressure process steam. A combustion turbine fired with natural gas drives an electric generator and produces hot exhaust gases. The exhaust gas energy is utilized to heat feed water to the six boilers.

3. The facility will use natural gas as its primary source of energy.

4. The facility has the capacity to produce 35 megawatts.

Diamond Shamrock Corporation
351 Phelps Court, P.O. Box 2300, Irving, Texas 75061-1433 Phone: 214 659-7195

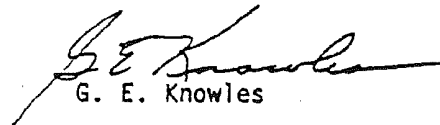
OCC033834

OCCNJ 0001131

Mr. Kenneth F. Plumb
April 16, 1982
Page two.

5. No electric utility, electric utility holding company,
or any person owned by either has any ownership interest
in the facility.

Very truly yours,


G. E. Knowles

wg

OCC033835



Diamond Shamrock

George E. Knowles
Director of Energy Affairs

August 13, 1982

Roland F. Hussey
HOUSTON LIGHTING & POWER COMPANY
P. O. Box 1700
Houston, Texas 77001

Subject: Purchase of Cogeneration Power

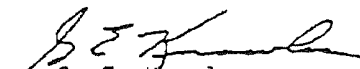
Dear Mr. Hussey:

As required by regulations of the Federal Energy Regulatory Commission at 18 CFR 292.207(c), this letter serves notice to Houston Lighting & Power Company that Diamond Shamrock Corporation's cogeneration facility at 1101 Tidal Road, Deer Park, Texas, is a Qualifying Facility.

Please provide the necessary PPS contracts and metering for the purchase of 35 megawatts of cogeneration power at the earliest possible date.

Tom Lipscomb will coordinate the necessary metering and other physical arrangements necessary at Deer Park.

Very truly yours,


G. E. Knowles

wg

cc: T. Lipscomb - Deer Park

bcc: D. G. McMillen
M. H. Farrar - Pasadena, Tx.

CERTIFIED MAIL

OCC033836

Diamond Shamrock Corporation
351 Phelps Court, P.O. Box 2300, Irving, Texas 75061-1433 Phone 214 659-7195

OCCNJ 0001133



Diamond Shamrock

George E. Knowles
Director of Energy Affairs

*del'd 1/29/82
ret. receipt
rec'd.*

January 21, 1982

Kenneth F. Plumb, Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, NE
Washington, DC 20426

Dear Mr. Plumb:

By this letter Diamond Shmamrock Corporation furnishes notice required by the Commission's regulation 18CFR 292.207 that the cogeneration facility described below is a Qualifying Facility.

1. Name and address of owner:

Diamond Shamrock Corporation
717 North Harwood Street
Dallas, Texas 75201

Location of facility:

Battleground Road and State Highway 134
La Porte, Texas

2. Description of facility:

The facility is a combustion turbine combined cycle cogeneration facility comprised of two combustion turbines, each of which drives an electric generator and produces hot exhaust gases. Exhaust gas energy is recovered in two heat recovery steam generators which produce high pressure steam. The high pressure steam is used by a steam turbine to produce process steam and drive an electric generator.

3. The facility will use natural gas as its primary source of energy.

4. The facility has the capacity to produce 200 megawatts.

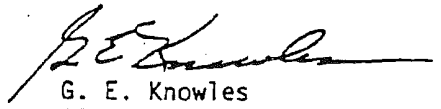
OCC033837

Diamond Shamrock Corporation

Mr. Kenneth F. Plumb
January 21, 1982
Page Two

5. No electric utility, electric utility holding company, or any person owned by either has any ownership interest in the facility.

Very truly yours,


G. E. Knowles
Director of Energy Affairs

al

cc: G. W. Noce, Battleground
M. H. Farrar, Pasadena

OCC033838



Diamond Shamrock

George E. Knowles
Director of Energy Affairs

January 22, 1982

Houston Lighting & Power Co.
711 Walker Street
Houston, TX 77002


Attn: Mr. Roland F. Hussey

Gentlemen:

As required by regulations of the Federal Energy Regulatory Commission at 18 CFR 292.207(c), this letter serves notice to Houston Lighting & Power Company that Diamond Shamrock Corporation's combustion turbine combined cycle cogeneration facility at Battleground Road and Highway 134, La Porte, Texas, is a Qualifying Facility.

According to the regulation cited, if the capacity of a Qualifying Cogeneration Facility is 500 kw or more, notice of qualifying status must be furnished to the utility to which the facility is interconnected at least 90 days prior to the date that the utility is expected to purchase power from the facility.

Very truly yours,



G. E. Knowles

al

cc: G. W. Noce, Battleground
M. H. Farrar

CERTIFIED MAIL

Diamond Shamrock Corporation

OCC033839

OCCNJ 0001136

SCHEDULE 2.23

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

HISTORICAL OBLIGATIONS

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OCC033840

1. Litigation involving any Diamond Company to the extent not related to the Chemicals Business but involving acts, occurrences or omissions prior to January 1, 1984, including, without limitation, the following pending Litigation:

i. In re Agent Orange Multidistrict Panel Litigation

ii. Personal injury actions arising in connection with the Lister Avenue Facility

iii. Natomas shareholder and preferred shareholder litigation

iv. Superman (Wendt) actions

v. Other Litigation for which SDS Biotech is responsible for administering pursuant to a Transfer and Assumption Agreement, dated July 1, 1983.

2. Operating lease obligations to the extent not used in or related to the Chemicals Business including, without limitation, the following:

Sublease with Park Leasing Group from Geauga County, Ohio 12/6/74

Lease of two Falcon 10 Aircraft -- 11/78

Lease of oil and gas pipelines -- 1/15/80

Lease of railroad cars from United States Leasing, Inc. -- 4/1/78; from Tiger Leasing Group -- 7/15/78

Leases of mining equipment to Falcon Coal Company --

5/1/79; 7/1/79; 4/15/81; 2/20/82; 4/22/83; to

Amherst Coal Company -- 11/9/81; jointly to Amherst and Falcon Coal Companies -- 2/15/82; to DSC --

10/1/81

Coal mineral sublease (Omar Property) -- 9/16/80

Gateway mineral sublease -- 10/31/80

Blue Grass airport hangar lease -- 12/1/82

Gateway Equipment Leases

Hawkeye Equipment Leases

Montco Leases

3. Capital lease obligations to the extent not used in or related to the Chemicals Business including, without limitation, the following:

Fort Diamond Pipeline Company lease -- 12/21/70
Marquis Pipeline Company lease -- 7/15/69
Cuyahoga County hangar lease -- 3/1/75

4. Other long-term debt not solely related to the Chemicals Business including, without limitation, the following:

Indenture, dated as of April 1, 1974, between Diamond Shamrock Corporation and Mellon Bank, N.A. ("Mellon") and the First Supplemental Indenture thereto, dated as of January 26, 1984, among Diamond Shamrock Corporation, Diamond Shamrock Chemicals Company and Mellon

Indenture, dated as of November 15, 1975, between Diamond Shamrock Corporation and Mellon and the First Supplemental Indenture thereto, dated as of January 26, 1984, among Diamond Shamrock Corporation, Diamond Shamrock Chemicals Company and Mellon

Indenture, dated as of December 15, 1976, between Diamond Shamrock Corporation and Mellon and the First Supplemental Indenture thereto, dated as of January 26, 1984, among Diamond Shamrock Corporation, Diamond Shamrock Chemicals Company and Mellon

Indenture, dated as of April 1, 1978, between Diamond Shamrock Corporation and Mellon, and the First Supplemental Indenture thereto, dated as of January 26, 1984, among Diamond Shamrock Corporation, Diamond Shamrock Chemicals Company and Mellon

Indenture, dated as of May 1, 1983, between Diamond Shamrock Corporation and Mellon, and the First Supplemental Indenture thereto, dated as of January 26, 1984, among Diamond Shamrock Corporation, Diamond Shamrock Chemicals Company and Mellon

Palo Duro River Authority (Texas), Pollution Control Revenue Bonds, Series 1981

Palo Duro River Authority (Texas), Pollution Control Revenue Bonds, Series 1978

City of Van Buren, Arkansas, Pollution Control Revenue Bonds, Series 1977

City of Van Buren, Arkansas, Industrial Development Revenue Bonds, Series 1977

Tuscaloosa Mortgage Revenue Bonds
Tuscaloosa Industrial Development Revenue Bonds
Tuscaloosa Pollution Control Revenue Bonds
Minnesota Mutual Life Insurance Company Notes

6. Guarantees of indebtedness to the extent not related to the Chemicals Business including, without limitation, the following:

Leon Properties
First National Bank of Amarillo
Black Lung

6. Other obligations reflected on the balance sheet or in the notes to the financial statements of Seller arising, accrued or related, directly or indirectly, to acts, occurrences or omissions prior to September 1, 1983 and to the extent not related to the Chemicals Business

7. All liabilities and obligations assumed by Diamond Shamrock Refining and Marketing Company in the Assignment and Assumption Agreement executed as of November 1, 1983, with Diamond Chemicals Company, or otherwise, or related to the assets covered by any such assumption and all liabilities and obligations associated with the petroleum refining and marketing business as conducted by DSCC or a predecessor in interest prior thereto

8. All liabilities and obligations assumed by Diamond Shamrock Exploration Company in the Assignment and Assumption Agreement executed as of November 1, 1983, with Diamond Chemicals Company, or otherwise, or related to the assets covered by any such assumption and all liabilities and obligations associated with the hydrocarbons exploration and production business as conducted by DSCC or a predecessor in interest prior thereto

9. All liabilities and obligations assumed by Diamond Shamrock Coal Company in the Assignment and Assumption Agreement executed as of November 1, 1983, with Diamond Chemicals Company, or otherwise, or related to the assets covered by any such assumption and all liabilities and obligations associated with the coal business as conducted by DSCC or a predecessor in interest prior thereto

10. All liabilities and obligations assumed by Diamond Shamrock Corporate Company in the Assignment and Assumption Agreement executed as of January 1, 1984, with Diamond Shamrock

Chemicals Company, as amended by the three amendments, each executed as of January 1, 1984, or otherwise, or related to the assets covered by any such assumption

11. All liabilities and obligations assumed by Diamond Shamrock Aviation Company in the Assignment and Assumption Agreement executed as of January 16, 1984, with Diamond Shamrock Chemicals Company, as amended by the First Amendment thereto executed as of August 1, 1986, or otherwise, or related to the assets covered by any such assumption and all liabilities and obligations associated with the operation or ownership of aircraft as conducted by DSCC or a predecessor in interest prior thereto

12. All liabilities and obligations associated with the discontinued businesses of DSCC or any predecessor in interest (regardless of whether or not chemical, petroleum or coal related) including, without limitation, all liabilities and obligations associated with any acquisition, disposition and merger agreements relating to such discontinued businesses, including, without limitation to the following:

Urethane Foam	Other Plastics	Medical Products
Cement	Ag Chem	Eltech
Soda Ash	Animal Health	Ion Exchange Resins
Polypropylene	Animal Nutrition	Harte & Co.
Polyvinyl Chloride	Metal Coatings	Yeast
VCM	Polyester Resins	DDT
		Pickands Mather

13. All liabilities and obligations associated with DSCC having been a public company prior to January 16, 1984

SCHEDULE 4.03

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

SAVINGS PLANS

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OCC033845



Diamond Shamrock

Schedule 4.03

Patrick W. McConahy
General Manager
Benefits & Compensation

July 11, 1986

Mr. Daniel M. Hodan
Corporate Manager, Employee Benefits
Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, CA 90024

Dear Dan:

The purpose of this letter is to outline the estimated costs involved in the event that Diamond Shamrock retains transferring employees' ESIP accounts at your request beyond the later of 90 days following the closing date or 12/31/86. All estimates are based upon 3,000 Chemical Company plan participants.

1. Ongoing Monthly Costs

● AmeriTrust Administration Fees	\$ 2,500.00	
● AmeriTrust Distribution Costs	16.67 (1)	$\frac{166.67}{12}$ <i>MW</i> <i>ES</i>
● Diamond Shamrock Labor Costs	2,730.00 (2)	
Total:	\$ 5,246.67 /Month	

2. One-Time Costs (3)

● AmeriTrust Annual Recordkeeping Fee	\$30,000.00 (4)	$\frac{5,396.67}{12}$ <i>MW</i> <i>ES</i>
● Prospectus Printing and Mailing Costs	\$ 6,000.00	
Total:	\$36,000.00	

- (1) Estimate of \$2,000/year covers terminations and in-service distributions
- (2) Pro-rata portion of plan administrators' salaries and indirect payroll costs (5-30%)
- (3) If 90 day period from closing date extends into 1987, these costs would not be chargeable to Occidental
- (4) \$10.00 per participant

-Continued-

OCC033846

Diamond Shamrock Corporation
World Headquarters, 717 North Harwood Street, Dallas, Texas 75201 Phone: 214 922-2051

July 11, 1986

Page 2

To: Mr. Daniel M. Hodan

Dan, these costs are our best estimates based on our current experience. They are neither conservative nor worst case.

If you need further information, please let me or John LaGreca know.

Sincerely,



Patrick W. McConahy
General Manager,
Benefits & Compensation

PWM:dz
(7051)

cc: John S. LaGreca

OCC033847

OCCNJ 0001144

SCHEDULE 6.08

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

CERTAIN EVENTS OF DEFAULT

Defaults under Carbocloro Credit Agreement, Completion Agreement, Guaranty and all amendments, modifications and supplements thereto

Defaults under DS Chile Eurodollar Credit Agreement, Guaranty and all amendments, modifications and supplements thereto

8711G

OCC033848

SCHEDULE 8.03

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

INFORMATION WITHHELD

Certain contracts, agreements and understandings relating to the provision of transportation or transportation related services to which DSCC or one or more of the DSCC Companies is a party

8338G

OCC033849

SCHEDULE 8.04

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

EXCEPTIONS TO PROHIBITED ACTIONS
BY SELLER; 1986 CAPITAL BUDGET

8712G

OCC033850

DIAMOND SHAMROCK CHEMICALS COMPANY
1986 CAPITAL SPENDING FORECAST
(\$ M)

PROJECT	PROJECT TOTAL	12/31/85 SPENDING	1986 MAR YTD	1986 APRIL	1986 MAY	1986 JUNE	1986 3RD QUARTER	1986 4TH QUARTER	1986 TOTAL	1987 CARRYOVER
NON-DISCRETIONARY										
GREATER THAN \$500M										
DEER PARK CO-GEN	\$41,300	\$39,539	\$843	\$344	\$0	\$0	\$256	\$318	\$1,761	\$0
MUSCLE SHOALS PCB TRANSFORMERS	\$3,300	\$2,657	\$223	\$70	\$90	\$90	\$170		\$643	\$0
DEER PARK CELL ROOM FLOOR	\$518	\$488	\$30						\$30	\$0
DEER PARK CHLORINE INCINERATOR	\$935	\$434	\$45		\$25	\$25	\$100	\$306	\$501	\$0
DELAWARE CITY CCL4 EMISSION CTL	\$800	PROPOSED					\$100	\$200	\$300	\$500
SUBTOTAL CHLOR-ALKALI	\$46,853	\$43,118	\$1,141	\$414	\$115	\$115	\$626	\$824	\$3,235	\$500
CASTLE WAYNE #2, #3 WASTE HEAT	\$2,421	\$2,295	\$57		\$35	\$34			\$126	
ASHTABULA ADC	\$2,900	PROPOSED	\$0		\$596	\$1,604			\$2,200	\$700
SUBTOTAL SODA PRODUCTS	\$5,321	\$2,295	\$57	\$0	\$631	\$1,638	\$0	\$0	\$2,326	\$700
NEW VENTURES-CONCORD BSP	\$2,588	\$1,805	\$681	\$102					\$783	
HARRISON REHABILITATION	\$980	\$718	\$0	\$30	\$116	\$116			\$262	
ECONOMIC LAB	\$2,500		\$1,730	\$806					\$2,536	
SUBTOTAL PROCESS CHEMICALS	\$3,480	\$718	\$1,730	\$836	\$116	\$116	\$0	\$0	\$2,798	\$0
LESS THAN \$500M										
CHLOR-ALKALI	\$14,900	\$4,890	\$1,536	\$70	\$340	\$341	\$1,452	\$4,271	\$8,010	\$2,000
PROCESS CHEMICALS	\$4,350	\$1,405	\$697	\$284	\$443	\$442	\$638	\$405	\$2,909	
SODA PRODUCTS	\$1,740		\$413	\$114	\$96	\$96	\$525	\$496	\$1,740	
LANKRO	\$1,000		\$475	\$90	\$42	\$43	\$175	\$175	\$1,000	
NEW VENTURES	\$141	\$20	\$50	\$71					\$121	
UNIT	\$691	\$227	\$248	\$140	\$76				\$464	
TOTAL NON-DISCRETIONARY	\$81,064	\$54,478	\$7,028	\$2,121	\$1,859	\$2,791	\$3,416	\$6,171	\$23,386	\$3,200
DISCRETIONARY										
SUNWESTERN	\$500	\$350	\$0	\$0	\$75	\$75			\$150	
VENTURE CAPITAL FUND	\$929	\$333	\$0	\$0	\$129	\$130			\$259	\$337
SUMMIT VENTURE	\$500	\$250	\$0	\$0	\$62	\$63			\$125	\$125
NEW VENTURES	\$99	\$0	\$0	\$0	\$0	\$0	\$35	\$64	\$99	
UNIT	\$20	\$0	\$0	\$0	\$0	\$0	\$10	\$10	\$20	
UV CONSOLIDATION CHARLOTTE	\$1,300	PROPOSED	\$0	\$0	\$0	\$0	\$374	\$276	\$650	\$650
PARTICLE TECHNOLOGY	\$500	PROPOSED	\$0	\$0	\$250	\$250			\$500	
PROCESS CHEMICALS LESS THAN \$500M	\$412	PROPOSED	\$0	\$0	\$114	\$114	\$184		\$412	
TOTAL DISCRETIONARY	\$4,260	\$933	\$0	\$0	\$630	\$632	\$603	\$350	\$2,215	\$1,112
TOTAL 1986 FORECAST	\$85,324	\$55,411	\$7,028	\$2,121	\$2,489	\$3,423	\$4,019	\$6,521	\$25,601	\$4,312

OCC033851

DIAMOND SHAMROCK CHEMICALS COMPANY
1986 PLAN
1986 CAPITAL INVESTMENT PLAN
(Dollars In Thousands)

1985 <u>SPENDING</u>	Planned 1986 Spending			Estimated 1987
	1986 <u>COMMITTED</u>	1986 <u>PROPOSED</u>	<u>TOTAL</u>	<u>CARRYOVER</u>

DIVISIONAL BREAKDOWN

Chlor-Alkali	\$ 47,274	\$ 4,415	\$ 7,330	\$11,745	\$ 3,000
Soda Products	7,036	1,948	3,452	5,400	1,230
Process Chem	6,567	1,010	4,008	5,018	3,000
Lankro	2,438	290	1,190	1,480	---
New Ventures	2,522	599	1,543	2,142	---
Non-Divisional	<u>1,003</u>	<u>406</u>	<u>855</u>	<u>1,261</u>	<u>---</u>
Company Total	<u>\$ 66,840</u>	<u>8,668</u>	<u>18,378</u>	<u>\$27,046</u>	<u>\$ 7,230</u>

MAJOR PROJECTS - 1986

	<u>STATUS</u>	<u>TOTAL EXPECTED COST</u>	<u>CLASS</u>	<u>1986 EXPEND.</u>
Deer Park Cogeneration Expansion	Approved	\$45,000	Economic	\$2,650
Replace PCB Transformer M.S.	Approved	3,000	Pollution	500
Methylate at Delaware City	Proposed	1,500	Economic	500
ADC Project - Ashtabula	Proposed	1,400	Economic	1,000
U.V. Consolidation - Charlotte	Proposed	1,300	Economic	600
BSP	Approved	2,200	Economic	300

OCC033852

SCHEDULE 8.09(a)

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Corporation
and
Oxy-Diamond Alkali Corporation

TRANSFER OF ASSETS FROM DSCC

As set forth below, Seller's Designees are: Diamond Shamrock Corporate Company, Diamond Shamrock Chemical Land Holdings Inc., Diamond Shamrock Exploration Company, Diamond Shamrock Refining and Marketing Company and Seller

1. Transfer of all of the shares of Diamond Shamrock Europe Ltd., a U.K. corporation, and all of its subsidiaries to Diamond Shamrock Corporate Company and DSC Acquisitions, Inc.
2. Transfer of all of the shares of Diamond Shamrock (Africa) Pty. Ltd., a South African corporation, owned by Diamond Shamrock Chemicals Company to Diamond Shamrock Corporate Company
3. Transfer of Hamada Agricultural Company Limited, a Nigerian corporation, Agricultural and Industrials Chemicals (Nigeria) Ltd., a Nigerian corporation, and DICHEM Limited, a British Virgin Islands corporation, to Diamond Shamrock Corporate Company
4. Transfer of Duolite International, Inc., a Delaware corporation and Sirotherm, Inc., a Delaware corporation, to Diamond Shamrock Corporate Company
5. Transfer of all rights of Diamond Shamrock Chemicals Company under the Loan Agreement, dated October 1, 1981, with C. Conradty Nurnberg GmbH & Co. KG to Diamond Shamrock Corporate Company
6. Transfer of Metal Coatings International Inc., a Delaware corporation, to Diamond Shamrock Corporate Company, including partial assignment of a services agreement

OCC033853

7. Transfer of Diamond Shamrock International Corporation, a Delaware corporation, Diamond Shamrock Venezolana, S.A., a Venezuelan corporation and Insulating Aggregates, Inc., a Louisiana corporation, to Diamond Shamrock Corporate Company
8. Transfer of all real properties, located in Lake and Geauga Counties, Ohio and the mortgage with Lake Underground Storage unassociated with the Chemicals Business to Diamond Shamrock Corporate Company and Diamond Shamrock Chemical Land Holdings Inc.
9. Transfer of all gas wells and gas gathering systems in Ohio together with associated oil and gas leases and mineral estates, except for the gas well at the Ashtabula plant to Diamond Shamrock Chemical Land Holdings Inc.
10. Transfer of BioSpecific Technologies, Inc., a Delaware corporation, to Diamond Shamrock Corporate Company
11. Transfer of Concord, Ohio properties and leases to Diamond Shamrock Corporate Company and Diamond Shamrock Land Holdings Inc. including:
 - contracts related to the Concord, Ohio facility
 - various lease improvements
12. Transfer of the lease and other contracts associated with Ocean Systems from Diamond Shamrock Chemicals Company to Diamond Shamrock Corporate Company
13. Assignment by Diamond Shamrock Chemicals Company to Diamond Shamrock Corporate Company to effect the transfers of the Excluded Assets
14. Transfer of any interest of DSCC in Diamond Shamrock Energy Reserves to Diamond Shamrock Corporate Company
15. Transfer of interest of DSCC in Sanyo Chemical Industries Co, Ltd.
16. Transfer of properties and other rights in Chambers County, Texas to Diamond Shamrock Refining and Marketing Company, including the assignment of certain contracts

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-2-

OCC033854

OCCNJ 0001151

SCHEDULE 8.09(b)

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
and
Occidental Petroleum Corporation,
Occidental Chemical Corporation
and
Oxy-Diamond Alkali Corporation

OTHER ACTIONS

1. Transfer of all of the shares of Diamond Shamrock Process Chemicals Ltd., a U.K. corporation, to Diamond Shamrock Chemicals Company
2. Sublease of property in Concord, Ohio facility
3. Resolution of financing issues relating to Diamond Shamrock de Chile S.A.I.
4. Resolution of financing issues relating to Carbocloro
5. Transfer of properties and other rights in Chambers County, Texas to Diamond Shamrock Refining and Marketing Company, including the assignment of certain contracts

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OCC033855

SCHEDULE 8.11

Agreement,
Dated ~~September~~ 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
and
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

AUDITED 1985 FINANCIAL STATEMENT QUALIFICATIONS

There are no qualifications to the Audited 1985 Financial
Statements except as set forth in the footnotes thereto.

OCC033856

SCHEDULE 8.15

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Corporation
and
Oxy-Diamond Alkali Corporation

SURETY BONDS; GUARANTIES;
LETTERS OF CREDIT; COMFORT LETTERS

Terms defined in the Agreement are used herein as so defined.

Attached is a list of all outstanding performance and surety bonds, letter of credit obligations, guarantees and comfort letters issued by Seller and relating to the Chemicals Business.

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OCC033857

LETTERS OF CREDIT
(Diamond Shamrock Chemicals Company)

<u>Bank</u>	<u>L/C Number</u>	<u>Beneficiary</u>	<u>Amount</u>	<u>Exp. Date</u>	<u>Plant Location or Job Number</u>
Midlantic	500087	NJDEP	135,949.00	06/15/87	Carlstadt, Harrison, Jersey City, Morristown
NBC, San Antonio	C4160	Alabama Dept. of Env. Management	1,590,003.00	06/18/87	Muscle Shoals, Mobile
NBC, San Antonio	C4166	WV Dept. of Natural Resources	21,437.00	06/18/87	Belle Plant, WV
NBC, San Antonio	C4164	Texas Dept. of Water Resources	3,390,937.00	06/18/87	La Porte, Deer Park
NBC, San Antonio	C4163	Texas Dept. of Water Resources	11,544.00	06/18/87	Deer Park
NBC, San Antonio	C4161	OH EPA Haz. Mtl's. Mngmt.	112,580.00	06/18/87	Ashtabula* and Chardon
InterFirst	61066	NJDEP	10,500,000.00	08/29/87	Jersey City; Carlstadt, Harrison, Morristown

** Diamond Shamrock Process Chemicals has the authority to open letters of credit for \$150,000.00 or less. Most are to Cathay Chemical Works Inc. or Toyo Menka Kaisah Ltd.

GUARANTEES

<u>Borrower</u>	<u>Bank/Creditor/Bondholder</u>	<u>Type of Facility</u>	<u>Amount</u>
Diamond Shamrock De Chile S.A.I. (including a Guaranty, dated as of August 28, 1980, an Amendment, dated as of March 1, 1983, a Partici- pation Agreement, dated May 30, 1984, a Partici- pation Agreement, dated as of January 25, 1985 and a letter agreement, dated September 3, 1986)	Bank of Boston	Term Loan	8,000,000 US
Diamond Shamrock Pacific	Fuji Bank Bank of Tokyo	Working Capital Working Capital	10,000,000 YEN 10,000,000 YEN

* Only as this letter of credit relates to Ashtabula

OCC033858

<u>Borrower</u>	<u>Bank/Creditor/Bondholder</u>	<u>Type of Facility</u>	<u>Amount</u>
Carboclaro S.A. Industrias Quimicas (including a Guaranty Agreement, dated December 22, 1977, as amended, modified or supplemented by a Letter Agreement, dated December 15, 1980 and a Shareholders' Amendment, dated as of February 11, 1982 and a Completion Agreement, dated December 22, 1977, as amended, modified or supplemented by a Letter Agreement, dated December 15, 1980, a Letter Amendment, dated December 31, 1980, a Shareholders' Amendment, dated as of February 11, 1982, a Letter Agreement, dated as of December 30, 1983, a Letter Agreement, dated as of June 30, 1984, a Letter Waiver and Agree- ment, dated as of June 30, 1986 and the letter, dated September 2, 1986)	Citibank (Lead)	Credit Agreement	22,000,000 US
Diamond Shamrock Scandinavia A/S	Senko Kjemisk	Cancellation Agreement	1,605,000 Nkr
Diamond Shamrock Corporation	Bondholder	Industrial Development Board of City of Muscle Shoals Pollution Control Revenue Bonds, Series 1974	2,200,000 US
Diamond Shamrock Corporation	Bondholder	Industrial Development Board of the City of Muscle Shoals Revenue Bonds, Series 1974	925,000 US
Diamond Shamrock Corporation	Bondholder	County Commission of Kanawha County West Virginia Environmental Improvement Revenue Bonds, Series 1979	1,000,000 US

OCC033859

<u>Borrower</u>	<u>Bank/Creditor/Bondholder</u>	<u>Type of Facility</u>	<u>Amount</u>
Diamond Shamrock Corporation	Bondholder	Niagara County Industrial Development Agency Industrial Development Revenue Bonds, Series 1981	2,800,000 US
Diamond Shamrock Chemicals Company	Bondholder	The New Hanover Industrial Facilities and Pollution Control Financing Authority Pollution Control Revenue Bonds, Series 1981 and the Industrial Development Revenue Bonds, Series 1981	4,600,000 US 1,000,000 US
Diamond Shamrock Chemicals Company	Bondholder	South Louisiana Port Commission Port Facilities Revenue Bonds, Series 1981	27,000,000 US
Diamond Shamrock Chemicals Company	Bondholder	Parish of St. James, State of Louisiana Pollution Control Revenue Bonds, Series 1981	19,500,000 US
Diamond Shamrock Chemicals Company	Bondholder	Parish of St. James, State of Louisiana Industrial Revenue Bonds Series 1982	1,000,000 US
Diamond Shamrock Chemicals Company	Valley Bankers Leasing 81-1 Partnership Valley Bank Leasing Inc. and Modern Woodmen of America	Participation Agreement Lease Agreement	Payments under the Agreements
Diamond Shamrock Chemicals Company	Exchange National Bank of Chicago and General Electric Credit Corporation	Charter Agreement Indemnity Agreement	Payments under the Agreements

Consent and Indemnification Agreement, dated as of November 27, 1985 by and among International Business Machines Corporation, Convent Chemical Corporation, The B. F. Goodrich Company, Diamond Shamrock Chemical Company and Diamond Shamrock Corporation.

Guarantee evidenced by the Assignment of Amended and Restated Brine Production and Delivery Agreement and Assignment of Partial Assignment of Salt and Underground Storage Lease, dated November 27, 1985, by Convent Chemical Corporation in favor of Diamond Shamrock Chemicals Company.

OCC033860

COMFORT LETTERS

<u>Entity</u>	<u>BANK/Creditor</u>	<u>Type Of Facility</u>	<u>Amount</u>
Diamond Shamrock Taiwan Ltd. and Diamond Shamrock Trading Corporation	Irving Trust - Taipei	Working Capital	1,400,000 US
Diamond Shamrock (Australia) Pty. Ltd.	ANZ Banking Group	Overdraft Negotiated Bills Documentary Credits	450,000 AUS 50,000 AUS 50,000 AUS
	Collector of Customs	Security	27,000 AUS
Diamond Shamrock Pacific Ltd.	Long Term Credit Bank	Working Capital	10,000,000 YEN
Diamond Shamrock Canada Ltd.	Toronto Dominion	Working Capital	5,000,000 US
Diamond Shamrock Chemicals Company	National Bank of Commerce	Environmental L/C's	5,126,501 US
	InterFirst Bank	Environmental L/C's	10,500,000 US
*Korea Potassium Chemical Co., Ltd.	Chase Manhattan Bank	Term Loan Working Capital Working Capital	2,200,000 US 1,500,000 US 150,000,000 WON

LETTERS OF AWARENESS

Thai Diamond Shamrock Chrome Ltd.	Citibank-Bangkok	Current Account Bank Guarantees	2,000,000 BAHT 500,000 BAHT
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* Initial Borrowing Amount, current amount outstanding is approximately \$800,000 US.

7797G

OCC033861

OCCNJ 0001158

<u>NAME OF PRINCIPAL ON BOND, OBLIGEE, DESCRIPTION</u>	<u>SURETY</u>	<u>BOND NO.</u>	<u>BOND AMOUNT</u>	<u>RENEWAL DATE</u>
Diamond Shamrock Corporation State of MC, Sales Tax	St. Paul	400 GJ 8554	1,000.00	11-17-86
Diamond Shamrock Corporation USA, Bond of User of Specially Denatured Alcohol or Rum (Dupont Ave., Belle, WV)	St. Paul	400 FE 5161	18,000.00	10-12-86
Diamond Shamrock Corporation USA, Bureau of Land Mgmt., Bond Under Lease for Mining Sodium Deposits, Serial #081576, Wyoming	St. Paul	400 EY 3420	10,000.00	08-01-86
Diamond Shamrock Inc. City of Oxnard, CA, Subdivision Improvement Bond (Parcel Map 77-42)	St. Paul	400 ES 3476	35,000.00	12-22-86
Diamond Shamrock Corporation City of Oxnard, CA, Subdivision Improvement Bond (Tract No. 3544)	St. Paul	400 FV 4370	75,000.00	12-22-86
Diamond Shamrock Chemicals Company US Dept. of Interior, Sodium Mining Lease Bond, Serial #0309132	Federal	8092-30-99	10,000.00	11-23-86
Diamond Shamrock Chemicals Company US Land Office #086530, Serial #W-086530, Bond Under Lease for mining Sodium Deposits	Federal	8100-78-03	5,000.00	11-11-86

OCC033862

NAME OF PRINCIPAL
ON BOND, OBLIGEE,
DESCRIPTION

SURETY

BOND NO.

BOND AMOUNT

RENEWAL
DATE

Diana S. Limer
State of WV, Notary Public
Bond

CNA

922-30-36

500.00

02-26-95

Diamond Shamrock Canada Ltd.
Her Majesty the Queen,
Wholesaler's Sales Tax Bond

CNA

8300894

25,000.00

11-15-86

Diamond Shamrock Canada Ltd.
Her Majesty the Queen,
Excise Tax Bond

CNA

8300895

1,000.00

11-15-86

Diamond Shamrock Chemicals
Company Harris County, TX,
Perpetual Bond Covering All
Pipeline and/or Main
Activity In, Under, Across
or Along Harris County Road

St. Paul

400 DS 4489

10,000.00

07-10-86

Diamond Shamrock Chemicals
Company Harris County, TX,
Perpetual Bond Covering All
Pipeline and/or Main Activity
In, Under, Across or Along
Harris County Road

St. Paul

400 DS 4604

15,000.00

06-21-86

Diamond Shamrock Corporation
(Gulf Coast Region) Harris
County, TX, Perpetual Bond
Covering All Pipeline
and/or Main Activity In,
Under, Across or Along
Harris County Road

CNA

930-46-20

5,000.00

03-18-87

Everett Leo Beeman
Harris County Judge, TX,
Bond of County Public
Weigher or Deputy Public
Weigher

CNA

922-30-25

2,500.00

01-01-87

OCC033863

NAME OF PRINCIPAL
ON BOND, OBLIGEE,
DESCRIPTION

SURETY

BOND NO.

BOND AMOUNT

RENEWAL
DATE

Robert Edward McAnaney
Harris County Judge, TX,
Bond of County Public
Weigher or Deputy Public
Weigher

CNA

922-30-26

2,500.00

01-01-87

Jerry Lee Roop
Harris County Judge, TX,
Bond of County Public
Weigher or Deputy Public
Weigher

CNA

922-30-27

2,500.00

01-01-87

Willis DeCosta Abrams
Harris County Judge, TX,
Bond of County Public
Weigher or Deputy Public
Weigher

CNA

922-30-28

2,500.00

01-01-87

Robert Millar Baker
Harris County Judge, TX,
Bond of County Public
Weigher or Deputy Public
Weigher

CNA

922-30-29

2,500.00

01-01-87

Kendall Lee Brincefield
Harris County Judge, TX,
Bond of County Public
Weigher or Deputy Public
Weigher

CNA

922-30-30

2,500.00

01-01-87

Dennis Wayne Amos
Harris County Judge, TX,
Bond of County Public Weigher
or Deputy Public Weigher

CNA

922-30-31

2,500.00

01-01-87

John Douglas Boulet, Sr.
Harris County Judge, TX,
Bond of County Public
Weigher or Deputy Public
Weigher

CNA

922-30-32

2,500.00

01-01-87

OCC033864

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<u>NAME OF PRINCIPAL ON BOND, OBLIGEE, DESCRIPTION</u>	<u>SURETY</u>	<u>BOND NO.</u>	<u>BOND AMOUNT</u>	<u>RENEWAL DATE</u>
Charles T. Brooks Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-42-35	2,500.00	01-01-87
Rafeal E. Flores Harris County Judge, TX, Bond of County Public Weigher or Deputy Public Weigher	CNA	922-42-36	2,500.00	01-01-87
Diamond Shamrock Chemicals Company USA, Bond of User of Specially Denatured Alcohol or Rum, Permit Premises: 725 State Road, Ashtabula, OH	Federal	8094-28-75	100,000.00	12-01-86
John R. Ruggirello USA, Bureau of Land Mgmt, Bond Under Lease for Mining Deposits (Serial #018579)	St. Paul	400 GP 4859	10,000.00	12-01-86
Diamond Shamrock Chemicals Company USA, Bureau of Land Mgmt, Bond Under Lease for Mining Deposits (Serial #079652)	St. Paul	400 GP 4864	10,000.00	11-11-86
John R. Ruggirello US Dept. of Interior, Bureau of Land Mgmt, Sodium Mining Lease (Lease No. 079653)	Federal	8092-31-00	10,000.00	11-11-86
Diamond Shamrock Chemicals Company State of IL, Highway Permit, Excessive Weight, Permit No. 6-20256, FA Route 5, Logan County	CHA	930-45-78	10,000.00	06-12-86*

*Proposed to be closed

OCC033865

NAME OF PRINCIPAL
ON BOND, OBLIGEE,
DESCRIPTION

SURETY

BOND NO.

BOND AMOUNT

RENEWAL
DATE

Diamond Shamrock Chemicals
Company Passiac Valley Water
Commission, Supply Liquid
Chlorine Contract #85-B-32

CNA

930-46-06

348,700.00

Expires at
completion
of delivery
of chlorine,
release needed

Diamond Shamrock Chemicals
Company State of GA,
Certified Public Weigher

CNA

930-46-18

1,000.00

02-13-87

Diamond Shamrock Chemicals
Company State of OH, Well
Plugging Blanket Bond

CNA

930-46-32

15,000.00

02-07-87

Diamond Shamrock Chemicals
Company US Dept. of Interior,
Bureau of Land Mgmt, Lease
for Mining Sodium Deposits
(Serial #W-77104)

CNA

930-46-43

10,000.00

06-20-87

Diamond Shamrock Chemicals
Company US Dept. of Interior,
Bureau of Land Mgmt,
Lease for Mining Sodium Deposits
(Serial #W-77103)

CNA

930-36-44

10,000.00

06-20-87

8432G

OCC033866

SCHEDULE 8.16

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

ALLOCATION OF PURCHASE PRICE
STOCK PURCHASE AGREEMENT

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OCC033867

SCHEDULE 8.16 (1)

ALLOCATION OF PURCHASE PRICE

Business Lines

Chlor-alkali	\$259,400,000
Soda Products Other Than Chrome	33,000,000
Chrome	38,000,000
Process Chemicals	38,000,000
Textile Care Industries	6,600,000

	\$375,000,000

Equity Companies 36,132,672

Total \$411,132,672

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OCC033868

SCHEDULE 8.16(2)

CONFIRMATION OF TRANSFEREE'S CONSENT

IBM, Corp.
Armonk, New York 10504

Attention: Treasurer

Gentlemen:

Pursuant to temporary Treasury Regulations Section 5c.168(f)(8)-2(a)(5), Diamond Shamrock Chemicals Corporation, a Delaware corporation (to be known as _____) ("NEW DSCC") as transferee of the interest of Diamond Shamrock Chemicals Corporation, a Delaware corporation ("DSCC") in that certain agreement dated as of November 9, 1981 between Convent Chemical Corporation, a New York corporation ("Convent") and International Business Machines Corporation, a New York corporation ("IBM"), (the "Tax Lease") to which DSCC succeeded by virtue of that certain Consent and Indemnification Agreement dated as of November 27, 1985 by and among IBM, Convent, The B.F. Goodrich Company, a New York corporation ("BFG"), DSCC and Diamond Shamrock Corporation, a Delaware corporation ("Seller") (the "Consent") to the extent such Tax Lease pertains to assets subject to the Stock Purchase Agreement dated as of _____, 1986 and purchase effective as of _____, 1986 by and among Seller, Occidental Petroleum Corporation, a Delaware corporation ("OPC"), Occidental Chemical Corporation, a New York corporation ("Oxy-Chem"), and Alkali, hereby consents to take such assets subject to the Tax Lease.

DIAMOND SHAMROCK CHEMICALS
CORPORATION

By: _____

OCC033869

Schedule 8.16(3)

STATEMENT REQUIRED BY
REGULATION SECTION 5c.168(f)(8)-2(a)(5)
WITH REGARD TO SAFE HARBOR LEASES

This information is being supplied with regard to the requirements of Reg. Sec. 5c.168(f)(8)-2(a)(5)(i)-(iv) concerning that certain lease dated November 9, 1981 between International Business Machines Corporation as Lessor and Convent Chemical Corporation as Lessee.

(i) and (ii)

Lessor:

Name: International Business Machines
Corporation
Address: Armonk, New York 10504

Taxpayer I.D. Number:

District Director's Office:

Transferee:

Name: Diamond Shamrock Chemicals
Corporation
Address:

Taxpayer I.D. Number:

District Director's Office:

OCC033870

Schedule 8.16(4).

A schedule of the assets which listed those assets included in the original lease. See Exhibit A attached hereto and incorporated herein by this reference.

OCC033871

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA ABSORBER-EDC	75,005	7,501	0	9.5	5 YEARS	6/01	NO
LA ABSORBER-SULPHUR DIOXIDE	840,075	84,008	42,404	9.5	5 YEARS	6/01	NO
LA ACCUMULATOR-CRUDE EDC	27,130	2,713	0	9.5	5 YEARS	6/01	NO
LA ACCUMULATOR-CRUDE EDC	27,130	2,713	0	9.5	5 YEARS	6/01	NO
LA AERATION-SYSTEM F/AEROBIC DIGESTER	19,417	1,942	0	9.5	5 YEARS	6/01	NO
LA AFTER-COOLER OXIDIZER BLOWER	8,700	870	435	9.5	5 YEARS	6/01	NO
LA AFTERCOOLER CHLORINE COMPRESSOR	49,475	4,940	0	9.5	5 YEARS	6/01	NO
LA AGITATOR F/SOLID COIL FEED TANK	34,590	3,459	0	9.5	5 YEARS	6/01	NO
LA AGITATOR FOR 36D01	13,606	1,361	680	9.5	5 YEARS	6/01	NO
LA AGITATOR FOR 36D3	16,794	1,679	840	9.5	5 YEARS	6/01	NO
LA AGITATOR-ASBESTOS SLURRY	9,930	993	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CAUSTIC COOLING TANK NO.2	49,960	4,996	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CAUSTIC COOLING TANK NO.2	207,270	20,727	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CAUSTIC COOLING TANK NO.3	207,270	20,727	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CAUSTIC COOLING TANK NO.4	207,270	20,727	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CAUSTIC COOLING TANK NO.5	207,270	20,727	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CAUSTIC COOLING TANK NO.6	207,270	20,727	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CAUSTIC COOLING TANK NO.7	49,960	4,996	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-CONTAMINATED WATER TANK	22,233	2,223	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-DISCHARGE BASIN	21,709	2,171	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-EVAPORATOR FEED TANK	207,140	20,714	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-FILTER BACKWASH TANK	207,140	20,714	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-FILTER FEED TANK	155,390	15,539	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-FOR SALT SLURRY TANK	156,179	15,618	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-MODIFIER HI-SHEAR	29,696	2,970	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-SODIUM SULFITE	2,367	237	0	9.5	5 YEARS	6/01	NO
LA AGITATOR-SULFATE LEACHING TANK	156,220	15,622	0	9.5	5 YEARS	6/01	NO
LA ALS AUTOMATIC LAB SAMPLER	3,992	399	0	9.5	5 YEARS	6/01	NO
LA AIRMETER-WESTON AC	844	84	0	9.5	5 YEARS	6/01	NO
LA ANALYZER-PORTABLE MODEL 990A	2,733	273	0	9.5	5 YEARS	10/01	NO
LA ATOMIC ABSORPTION SPECTROPHOTOMETER	36,192	3,619	0	9.5	5 YEARS	6/01	NO
LA AUTOANALYZER-3 CHANNEL TECHNICON II	43,816	4,382	0	9.5	5 YEARS	6/01	NO
LA BAG HOUSE	1,249,380	124,938	62,469	9.5	5 YEARS	6/01	NO
LA BALANCE-ELECTRIC TOP-LOADING	1,603	169	0	9.5	5 YEARS	6/01	NO
LA BALANCE-ELECTRONIC ANALYZER	5,408	541	0	9.5	5 YEARS	6/01	NO
LA BALDWIN-BELLS	11,917	1,192	0	9.5	5 YEARS	6/01	NO
LA BATH CONSTANT TEMP.REFRIGERATED	1,288	129	0	9.5	5 YEARS	6/01	NO
LA BATTERY SWITCHGEAR-PROCESS AREA	8,306	831	0	9.5	5 YEARS	6/01	NO
LA BATTERY SWITCHGEAR-UTILITY AREA	8,306	831	0	9.5	5 YEARS	6/01	NO
LA BED-HOSPITAL TWIN SIZE	619	62	0	9.5	5 YEARS	6/01	NO
LA BENDER-EMCRPAC	606	69	0	9.5	5 YEARS	6/01	NO
LA BIDDLE-DC TEST SET	5,253	525	0	9.5	5 YEARS	6/01	NO
LA BIDDLE-WHEATSTONE BRIDGE	553	55	0	9.5	5 YEARS	6/01	NO
LA BINS FOR CELL RENEWAL AREA	11,615	1,162	0	9.5	5 YEARS	6/01	NO
LA BIOTREATER	178,870	17,887	0	9.5	5 YEARS	6/01	NO
LA BLOCK VALVES NITROGEN PURGE LINE	3,104	310	0	9.5	5 YEARS	8/01	NO
LA BLOWER - FOR 36 C02	19,750	1,975	0	9.5	5 YEARS	6/01	NO
LA BLOWER AERATION	7,465	747	373	9.5	5 YEARS	6/01	NO
LA BLOWER ASH VACUUM	102,510	10,251	5,126	9.5	5 YEARS	6/01	NO
LA BLOWER ASH VACUUM	102,510	10,251	5,126	9.5	5 YEARS	6/01	NO
LA BLOWER OXIDIZER AIR	97,700	9,770	4,885	9.5	5 YEARS	6/01	NO

OCC033872

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 40D
LA BLOWER OXIDIZER AIR	97,700	9,770	4,005	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER SOOT FOR 31F01	12,592	1,259	1,259	9.5	5 YEARS	6/01	110
LA BLOWER-AFTERCOOLER	33,300	3,330	0	9.5	5 YEARS	6/01	110
LA BLOWER-AIR SCOUR	3,674	367	0	9.5	5 YEARS	6/01	110
LA BLOWER-BARGE VENT GAS	16,100	1,610	0	9.5	5 YEARS	6/01	110
LA BLOWER-CELL PURGE	6,747	675	0	9.5	5 YEARS	6/01	110
LA BLOWER-FOR 3DC01	19,750	1,975	0	9.5	5 YEARS	6/01	110
LA BLOWERS-AERATION AIR	58,095	5,810	0	9.5	5 YEARS	6/01	110
LA BLOWERS-AERATION AIR	58,095	5,810	0	9.5	5 YEARS	6/01	110
LA BOILER STANDDY	845,476	84,548	84,548	9.5	5 YEARS	6/01	110
LA BOILER WASTE GAS	845,476	84,548	84,548	9.5	5 YEARS	6/01	110
LA BOILER-250M LBS/HR COAL FIRED	4,022,237	402,224	402,224	9.5	5 YEARS	6/01	110
LA BOX GLOVE ASBESTOS HANDLING	4,546	455	0	9.5	5 YEARS	6/01	110
LA BOX GLOVE ASBESTOS HANDLING	4,546	454	0	9.5	5 YEARS	6/01	110
LA BREAKER-230KV OIL CIRCUIT	168,849	16,885	0	9.5	5 YEARS	6/01	110
LA BREAKER-230KV OIL CIRCUIT	168,849	16,885	0	9.5	5 YEARS	6/01	110
LA CRANE PAD & LIFER-PLANT 1	248,200	24,820	0	9.5	5 YEARS	6/01	110
LA BUPHER FLUE GAS REHEATER W/FAN	15,842	1,584	1,584	9.5	5 YEARS	6/01	110
LA CALIBRATOR DIGITAL-S/H 01147	940	94	0	9.5	5 YEARS	6/01	110
LA CALIBRATOR DIGITAL-S/H 01186	940	94	0	9.5	5 YEARS	6/01	110
LA CALIBRATOR DYNAMIC-S/H 36572	783	78	0	9.5	5 YEARS	6/01	110
LA CALIBRATOR LOOP-S/H 150135	596	60	0	9.5	5 YEARS	6/01	110
LA CALIBRATOR-PORTABLE PNEUMATIC	1,247	125	0	9.5	5 YEARS	6/01	110
LA CALIBRATOR-PORTABLE PNEUMATIC	1,247	125	0	9.5	5 YEARS	6/01	110
LA CALIBRATOR-SHAP PACK DIGITAL	1,373	137	0	9.5	5 YEARS	6/01	110
LA CAPITALIZED INTEREST-CONVENT CHEM.	3,533,848	353,385	0	9.5	5 YEARS	6/01	110
LA CAPITALIZED INTEREST-CONVENT CHEM.	5,925,205	592,520	0	9.5	5 YEARS	6/01	110
LA CAPITALIZED INTEREST-CONVENT CHEM.	517,830	51,783	25,894	9.5	5 YEARS	6/01	110
LA CAPITALIZED INTEREST-CONVENT CHEM.	5,466,152	546,615	0	9.5	5 YEARS	6/01	110
LA CAPITALIZED INTEREST-CONVENT CHEM.	110,334	11,033	0	9.5	5 YEARS	6/01	110
LA CAPITALIZED INTEREST-CONVENT CHEM.	1,408,473	140,847	148,847	9.5	5 YEARS	6/01	110
LA CARBON ANALYZER SYSTEM - TOTAL	8,295	830	0	9.5	5 YEARS	6/01	110
LA CELL RENEWAL TOOLS	33,200	3,320	0	9.5	5 YEARS	6/01	110
LA CELL-STANDARD TITRATION - CAMCL	1,098	110	0	9.5	5 YEARS	6/01	110
LA CENTRIFUGE - DYHAC	895	90	0	9.5	5 YEARS	6/01	110
LA CENTRIFUGE SCREEN BOWL NO.1	309,337	30,934	0	9.5	5 YEARS	6/01	110
LA CENTRIFUGE SCREEN BOWL NO.2	309,337	30,934	0	9.5	5 YEARS	6/01	110
LA CENTRIFUGE SOLID BOWL NO.1	157,805	15,780	0	9.5	5 YEARS	6/01	110
LA CENTRIFUGE SOLID BOWL NO.2	157,805	15,780	0	9.5	5 YEARS	6/01	110
LA CENTRIFUGE 6 TUBE-S/H 117139	871	87	0	9.5	5 YEARS	6/01	110
LA CHAIR-EXAM W/HEADREST	591	59	0	9.5	5 YEARS	6/01	110
LA CHAMBER FLUE GAS MIXING	26,932	2,693	2,693	9.5	5 YEARS	6/01	110

OCC033873

STATE DESCRIPTION	ADJ BASIS	REGULAR ETC	ENERGY ETC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 46D
LA CHECKER-BEARING/GEAR VIBRATION	2,360	236	0	9.5	5 YEARS	6/01	NO
LA CHILLER-ABSORBER FEED	21,004	2,100	0	9.5	5 YEARS	6/01	NO
LA CHILLER-ABSORBER FEED	22,424	2,242	0	9.5	5 YEARS	6/01	NO
LA CHILLER-CHLORINE CHANNEL	6,414	641	0	9.5	5 YEARS	6/01	NO
LA CHILLER-CHLORINE CHANNEL	6,412	641	0	9.5	5 YEARS	6/01	NO
LA CHILLER-CHLORINE-S/N 2045-1	136,933	13,694	0	9.5	5 YEARS	6/01	NO
LA CHILLER-CHLORINE-S/N 2045-2	136,987	13,699	0	9.5	5 YEARS	6/01	NO
LA CHILLER-EDC SOLVENT	8,349	835	0	9.5	5 YEARS	6/01	NO
LA CHILLER-EDC SOLVENT	8,348	835	0	9.5	5 YEARS	6/01	NO
LA CHILLER-REACTOR VENT	22,664	2,266	0	9.5	5 YEARS	6/01	NO
LA CHILLER-REACTOR VENT	22,664	2,266	0	9.5	5 YEARS	6/01	NO
LA CHLORINE EMERGENCY KIT C-S/N C-2178	756	76	0	9.5	5 YEARS	6/01	NO
LA CHLORINE EMERGENCY KIT C-S/N C2177	756	76	0	9.5	5 YEARS	6/01	NO
LA CHROMATOGRAPH-GAS	8,893	889	0	9.5	5 YEARS	6/01	NO
LA CHUTE-SCREEN BOIL 1 SALT	9,311	931	0	9.5	5 YEARS	6/01	NO
LA CHUTE-SCREEN BOIL 2 SALT	9,311	931	0	9.5	5 YEARS	6/01	NO
LA CHUTE-SOLID BOIL 1 SALT	7,825	783	0	9.5	5 YEARS	6/01	NO
LA CHUTE-SOLID BOIL 2 SALT	7,145	715	0	9.5	5 YEARS	6/01	NO
LA CLARIFIER-MECHNISH PRIMARY WASTE WTR	71,288	7,129	0	9.5	5 YEARS	6/01	NO
LA CLARIFIER-MECHNISH SECONDARY WASTE WTR	71,288	7,129	0	9.5	5 YEARS	6/01	NO
LA CLARIFIER-PRIMARY WASTE WATER	46,051	4,605	0	9.5	5 YEARS	6/01	NO
LA CLARIFIER-SECONDARY WASTE WATER	46,053	4,605	0	9.5	5 YEARS	6/01	NO
LA CLEANER ULTRASONIC-S/N 23533	502	50	0	9.5	5 YEARS	6/01	NO
LA CLEONATIC ROT RUBBER W/SPINDLE	1,090	109	0	9.5	5 YEARS	6/01	NO
LA CLEONATIC ROT RUBBER W/SPINDLE	1,090	109	0	9.5	5 YEARS	6/01	NO
LA CNTRL CNTR-MOTOR 400V LTG UTIL X5CL	12,026	1,203	0	9.5	5 YEARS	6/01	NO
LA CNTRL CNTR-MOTOR 400V CELL BLDG X7A	21,003	2,100	0	9.5	5 YEARS	6/01	NO
LA CNTRL CNTR-MOTOR 400V COAL HNDL X6C	52,894	5,289	0	9.5	5 YEARS	6/01	NO
LA CNTRL CNTR-MOTOR 400V OFFSITE X7B	16,309	1,631	0	9.5	5 YEARS	6/01	NO
LA CNTRL CNTR-MOTOR 400V RAILROAD 8A	12,841	1,284	0	9.5	5 YEARS	6/01	NO
LA COAL HANDLING EQUIP FOR 31F01	171,145	17,115	17,115	9.5	5 YEARS	6/01	NO
LA COLLECTOR-FORTABLE DUST	720	72	0	9.5	5 YEARS	6/01	NO
LA COLUMN-DRYING	186,040	18,604	0	9.5	5 YEARS	6/01	NO
LA COLUMN-PRODUCT	278,111	27,811	0	9.5	5 YEARS	6/01	NO
LA COLUMN-SUCTION CHILLER-S/N A-2926	167,991	16,799	0	9.5	5 YEARS	6/01	NO
LA COLUMN-VACUUM	100,343	10,034	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR - PAD AIR	65,016	6,502	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR EVACUATION CHLORINE	20,704	2,070	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR HYDROGEN NO.1 W/MOTOR	245,604	24,560	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR HYDROGEN NO.2 W/MOTOR	246,116	24,612	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR REFRIGERATION UNIT	236,136	23,614	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR REFRIGERATION UNIT	236,136	23,614	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR REFRIGERATION UNIT	236,135	23,614	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR-BREATHING AIR	21,558	2,160	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR-CHLORINE-S/N A800065	1,062,296	106,230	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR-PLANT AND INSTRUMENT AIR	179,770	17,977	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR-PLANT AND INSTRUMENT AIR	179,770	17,978	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR-VENT GAS	54,800	5,480	0	9.5	5 YEARS	6/01	NO
LA COMPRESSOR-VENT GAS	54,800	5,480	0	9.5	5 YEARS	6/01	NO
LA CONDENSER - EDC BARGE VENT	9,043	904	0	9.5	5 YEARS	6/01	NO
LA CONDENSER BAROMETRIC F/4TH. EVAP.	19,454	1,945	0	9.5	5 YEARS	6/01	NO

OCC033874

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 48D
LA CONDENSER EVAPORATOR	25,002	2,500	0	9.5	5 YEARS	6/01	HO
LA CONDENSER STRIPPER FLASH DRUM	12,165	1,217	0	9.5	5 YEARS	6/01	HO
LA CONDENSER STRIPPER OVERHEAD	78,531	7,853	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-CRUDE EDC TANK VENT	10,020	1,002	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-CRUDE EDC TANK VENT	10,020	1,002	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-DRYING COLUMN	37,197	3,720	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-DRYING COLUMN VENT	16,652	1,665	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-EDC STORAGE TANK VENT	6,125	613	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-EDC STORAGE TANK VENT	6,125	613	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-EDC STORAGE TANK VENT	6,123	612	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-EDC STRIPPER OVERHEAD	14,537	1,454	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-PRODUCT COLUMN	60,201	6,020	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-REACTOR VENT	22,107	2,211	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-REACTOR VENT	22,106	2,211	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-STEAM OUT	21,992	2,199	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-VACUUM COLUMN	33,124	3,312	0	9.5	5 YEARS	6/01	HO
LA CONDENSER-HST NTR STRIPPER OVERHEAD	22,489	2,249	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V	12,631	1,263	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V DOCK X9A	70,850	7,085	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X1A	18,341	1,834	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X1B	29,845	2,985	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X1C	28,663	2,866	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X2A	30,799	3,080	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X2B	41,864	4,186	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X2C	27,198	2,720	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X3A	20,903	2,090	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X3B	17,870	1,787	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X4A	21,215	2,122	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V PROCS X4B	18,643	1,864	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V UTILITY X5A	11,070	1,107	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V UTILITY X5B	25,534	2,553	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V UTILITY X5C	12,200	1,220	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V UTILITY X6A	26,318	2,632	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V UTILITY X6B	9,718	972	0	9.5	5 YEARS	6/01	HO
LA CONTROL CENTER-MOTOR 480V OFFSITE X7C	15,216	1,522	0	9.5	5 YEARS	6/01	HO
LA CONTROL CTR-MOTR LTG 480V PROC X1CL	18,642	1,864	0	9.5	5 YEARS	6/01	HO
LA CONVEYOR-BUNKER FEED 30INX315FT	455,350	45,535	45,535	9.5	5 YEARS	6/01	HO
LA CONVEYOR-PUSHER FEED 30INX251FT	320,120	32,012	32,012	9.5	5 YEARS	6/01	HO
LA CONVEYOR-STACKER FEED 30FTX125FT	184,175	18,418	18,418	9.5	5 YEARS	6/01	HO
LA CONVEYOR-UNLOADING DRAG CHAIN	28,643	2,864	2,864	9.5	5 YEARS	6/01	HO
LA CONVEYOR-UNLOADING DRAG CHAIN	28,642	2,864	2,864	9.5	5 YEARS	6/01	HO
LA COOLANT PUMP FOR SOUTH BEND LATHE	795	80	0	9.5	5 YEARS	6/01	HO
LA COOLER BLOWDOWN	12,593	1,259	1,259	9.5	5 YEARS	6/01	HO
LA COOLER CAUSTIC PRODUCT	82,972	8,297	0	9.5	5 YEARS	6/01	HO
LA COOLER CONDENSATE	13,013	1,301	0	9.5	5 YEARS	6/01	HO
LA COOLER CONDENSATE	21,023	2,102	2,102	9.5	5 YEARS	6/01	HO
LA COOLER FINAL HYDROGEN NO.1	81,425	8,143	0	9.5	5 YEARS	6/01	HO
LA COOLER FINAL HYDROGEN NO.2	81,425	8,143	0	9.5	5 YEARS	6/01	HO
LA COOLER FLASH CONDENSATE	2,590	259	0	9.5	5 YEARS	6/01	HO
LA COOLER PURIFICATION WASTE	22,471	2,247	0	9.5	5 YEARS	6/01	HO
LA COOLER SCRUBBER CIRCULATING	19,717	1,972	0	9.5	5 YEARS	6/01	HO

OCC033875

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA COOLER-CHLORINE CHANNEL	8,020	803	0	9.5	5 YEARS	6/01	110
LA COOLER-CHLORINE CHANNEL	8,020	803	0	9.5	5 YEARS	6/01	110
LA COOLER-CHLORINE LIQUEFIER	169,414	16,941	0	9.5	5 YEARS	6/01	110
LA COOLER-CHLORINE LIQUEFIER	169,414	16,941	0	9.5	5 YEARS	6/01	110
LA COOLER-CHLORINE-S/H 2044-1	130,660	13,065	0	9.5	5 YEARS	6/01	110
LA COOLER-CHLORINE-S/H 2044-2	130,660	13,065	0	9.5	5 YEARS	6/01	110
LA COOLER-EDC DARGE GAS	14,700	1,470	0	9.5	5 YEARS	6/01	110
LA COOLER-EDC PRODUCT	25,643	2,564	0	9.5	5 YEARS	6/01	110
LA COOLER-EDC STRIPPER EDUCTOR	13,338	1,334	0	9.5	5 YEARS	6/01	110
LA COOLER-EDUCATOR CIRCULATION	8,456	846	0	9.5	5 YEARS	6/01	110
LA COOLER-EVAC COMP SULFURIC ACID	12,669	1,267	0	9.5	5 YEARS	6/01	110
LA COOLER-PPRODUCT COLUMN BOTTOMS	14,292	1,429	0	9.5	5 YEARS	6/01	110
LA COOLER-PURGE CONDENSATE	61,707	6,172	0	9.5	5 YEARS	6/01	110
LA COOLER-SOLVENT	10,773	1,077	0	9.5	5 YEARS	6/01	110
LA COOLER-SOLVENT	10,772	1,077	0	9.5	5 YEARS	6/01	110
LA COOLER-VENT GAS COMPRESSOR SEAL	29,552	2,955	0	9.5	5 YEARS	6/01	110
LA COOLER-VENT GAS COMPRESSOR SEAL	29,552	2,955	0	9.5	5 YEARS	6/01	110
LA COOLER-WASTE WATER STRIPPER BOTTOMS	40,772	4,077	0	9.5	5 YEARS	6/01	110
LA COMPILER DIGITAL-S/H 8030444	502	50	0	9.5	5 YEARS	6/01	110
LA CRANE-FLOOR MOUNTED J10 5 TON	81,300	8,130	0	9.5	5 YEARS	6/01	110
LA CRANE-OVERHEAD BRIDGE 15 TON	337,400	33,740	0	9.5	5 YEARS	6/01	110
LA CRANE-OVERHEAD BRIDGE	337,400	33,740	0	9.5	5 YEARS	6/01	110
LA CRUSHER	54,310	5,431	2,716	9.5	5 YEARS	6/01	110
LA CRUSHER	54,310	5,431	2,716	9.5	5 YEARS	6/01	110
LA CRUSHER	54,310	5,431	2,716	9.5	5 YEARS	6/01	110
LA CRUSHER	54,310	5,431	2,716	9.5	5 YEARS	6/01	110
LA CRUSHER & CRUSHING TOWER	533,195	53,320	53,320	9.5	5 YEARS	6/01	110
LA CYCLONE LIQUID F/3RD.EFFECT EVAP.	150,111	15,011	0	9.5	5 YEARS	6/01	110
LA CYCLONE RECOVERED SALT-S/H 25712	95,559	9,556	0	9.5	5 YEARS	6/01	110
LA CYCLONE SALT NO.1-S/H 25739	69,901	6,990	0	9.5	5 YEARS	6/01	110
LA CYCLONE SALT NO.2-S/H 25740	69,901	6,990	0	9.5	5 YEARS	6/01	110
LA CYCLONE SALT NO.3-S/H 25741	69,901	6,990	0	9.5	5 YEARS	6/01	110
LA CYCLONE-LIQUID F/1ST.EFFECT EVAP.	150,111	15,011	0	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	15,173	1,517	1,517	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	15,173	1,517	1,517	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	15,173	1,517	1,517	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	15,173	1,517	1,517	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	14,381	1,438	1,438	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	15,173	1,517	1,517	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	15,173	1,517	1,517	9.5	5 YEARS	6/01	110
LA DAMPER ISOLATION	14,381	1,438	1,438	9.5	5 YEARS	6/01	110
LA DEAREATOR	1,117,171	111,717	111,717	9.5	5 YEARS	6/01	110
LA DECOMPOSER	206,324	20,632	0	9.5	5 YEARS	6/01	110
LA DEMINERALIZER CUP	549	55	0	9.5	5 YEARS	6/01	110
LA DETECTOR DIGITAL NITROGEN	8,835	884	0	9.5	5 YEARS	6/01	110
LA DETECTOR METALS	17,920	1,792	1,792	9.5	5 YEARS	6/01	110
LA DETECTOR-GAS LEAK	763	76	0	9.5	5 YEARS	6/01	110
LA DEWPOINTER	712	71	0	9.5	5 YEARS	6/01	110
LA DEWPOINTER	712	71	0	9.5	5 YEARS	6/01	110
LA DEWPOINTER-ANION	825	83	0	9.5	5 YEARS	6/01	110
LA DIGESTER-AEROBIC	125,070	12,507	0	9.5	5 YEARS	6/01	110

OCC033876

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA DISPENSARY/FIRST AID EQUIPMENT	3,743	374	0	9.5	5 YEARS	6/01	HO
LA DISTILLATION APPARATUS 174-714	1,315	132	0	9.5	5 YEARS	6/01	HO
LA DISTRIBUTOR SULFURIC ACID VENT 304B	10,246	1,025	0	9.5	5 YEARS	6/01	HO
LA DOCK-MATERIAL HANDLING PLATFORM	7,413,900	741,390	0	9.5	5 YEARS	6/01	HO
LA DOLLY GRID PROTECTOR	3,201	320	0	9.5	5 YEARS	6/01	HO
LA DRUM - CHLORINE EXPANSION	9,148	915	0	9.5	5 YEARS	6/01	HO
LA DRUM - CHLORINE EXPANSION	7,943	794	0	9.5	5 YEARS	6/01	HO
LA DRUM - CHLORINE EXPANSION	15,661	1,566	0	9.5	5 YEARS	6/01	HO
LA DRUM - CHLORINE EXPANSION	7,703	770	0	9.5	5 YEARS	6/01	HO
LA DRUM AMHYDROUS AMMONIA STORAGE	143,310	14,331	0	9.5	5 YEARS	6/01	HO
LA DRUM AGUA AMMONIA STORAGE	37,303	3,730	0	9.5	5 YEARS	6/01	HO
LA DRUM ATMOSPHERIC BLOW DOWN	12,924	1,292	1,292	9.5	5 YEARS	6/01	HO
LA DRUM ATMOSPHERIC BLOW DOWN	13,086	1,309	1,309	9.5	5 YEARS	6/01	HO
LA DRUM CONDENSATE BLOW DOWN 15 PSIG	10,630	1,063	1,063	9.5	5 YEARS	6/01	HO
LA DRUM CONDENSATE FLASH	8,344	834	0	9.5	5 YEARS	6/01	HO
LA DRUM EVAPORATOR COND-1ST.EFFECT	11,203	1,120	0	9.5	5 YEARS	6/01	HO
LA DRUM EVAPORATOR COND-2ND.EFFECT	11,403	1,140	0	9.5	5 YEARS	6/01	HO
LA DRUM EVAPORATOR COND-3RD.EFFECT	11,413	1,141	0	9.5	5 YEARS	6/01	HO
LA DRUM EVAPORATOR COND-4TH.EFFECT	11,413	1,141	0	9.5	5 YEARS	6/01	HO
LA DRUM EVAPORATOR CONDENSATE	9,136	914	0	9.5	5 YEARS	6/01	HO
LA DRUM FLASH CONDENSATE	14,194	1,419	0	9.5	5 YEARS	6/01	HO
LA DRUM PRIMARY FLASH	121,169	12,117	0	9.5	5 YEARS	6/01	HO
LA DRUM STRIPPER BOTTOMS FLASH	22,803	2,280	0	9.5	5 YEARS	6/01	HO
LA DRUM 15 LB FLASH	23,189	2,319	2,319	9.5	5 YEARS	6/01	HO
LA DRUM-ABSORBER FEED KNOCK OUT	12,560	1,256	0	9.5	5 YEARS	6/01	HO
LA DRUM-ABSORBER FEED KNOCK OUT	12,559	1,256	0	9.5	5 YEARS	6/01	HO
LA DRUM-CATALYST-ADDITION	15,326	1,533	0	9.5	5 YEARS	6/01	HO
LA DRUM-CATALYST-ADDITION	15,324	1,532	0	9.5	5 YEARS	6/01	HO
LA DRUM-DECOMPOSER FEED SURGE	74,405	7,441	0	9.5	5 YEARS	6/01	HO
LA DRUM-DRY VENT CIRCULATION KNOCK OUT	13,703	1,370	0	9.5	5 YEARS	6/01	HO
LA DRUM-DRYING COLUMN REFLUX	36,432	3,643	0	9.5	5 YEARS	6/01	HO
LA DRUM-EDUCATOR CIRCULATING	10,055	1,006	0	9.5	5 YEARS	6/01	HO
LA DRUM-FIRST STAGE ACID	122,416	12,242	0	9.5	5 YEARS	6/01	HO
LA DRUM-FIRST STAGE CAUSTIC	122,418	12,242	0	9.5	5 YEARS	6/01	HO
LA DRUM-PRODUCT COLUMN REFLUX	27,803	2,780	0	9.5	5 YEARS	6/01	HO
LA DRUM-SECOND STAGE ACID	122,416	12,242	0	9.5	5 YEARS	6/01	HO
LA DRUM-SECOND STAGE CAUSTIC	122,419	12,242	0	9.5	5 YEARS	6/01	HO
LA DRUM-STEAM OUT SYSTEM COLLECTION	10,722	1,072	0	9.5	5 YEARS	6/01	HO
LA DRUM-STORAGE SPENT SULFURIC ACID	100,701	10,070	0	9.5	5 YEARS	6/01	HO
LA DRUM-STORAGE SPENT SULFURIC ACID	108,699	10,870	0	9.5	5 YEARS	6/01	HO
LA DRUM-STRIPPER EDUCTOR CIRCULATION	17,410	1,742	0	9.5	5 YEARS	6/01	HO
LA DRUM-SULFUR ACID	54,030	5,408	0	9.5	5 YEARS	6/01	HO
LA DRUM-SULFURIC ACID DAY	18,575	1,858	0	9.5	5 YEARS	6/01	HO
LA DRUM-VACUUM COLUMN REFLUX	16,239	1,624	0	9.5	5 YEARS	6/01	HO
LA DRUM-WASTE WATER STRIPPER OVERHEAD	17,500	1,750	0	9.5	5 YEARS	6/01	HO
LA DRUM-WATER WASH	44,768	4,477	0	9.5	5 YEARS	6/01	HO
LA DRUM-WET VENT COLLECTION KNOCK OUT	12,573	1,257	0	9.5	5 YEARS	6/01	HO
LA DRYER-AIR FOR 37K01A AND 37K01B	13,910	1,391	0	9.5	5 YEARS	6/01	HO
LA DRYER-AIR FOR 37K01A AND 37K01B	13,909	1,391	0	9.5	5 YEARS	6/01	HO
LA DRYER-AIR FOR 37K03	13,909	1,391	0	9.5	5 YEARS	6/01	HO
LA DRYER-AIR FOR 37K03	13,910	1,391	0	9.5	5 YEARS	6/01	HO

OCC033877

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 4CD
LA DRYER-BREATHING AIR COMPRESSOR	13,400	1,340	0	9.5	5 YEARS	6/81	HO
LA DRYER-BREATHING AIR COMPRESSOR	13,400	1,340	0	9.5	5 YEARS	6/81	HO
LA DUCT ECONOMIZER OUTLET	38,945	3,895	3,895	9.5	5 YEARS	6/81	HO
LA DUCT FAN DISCHARGE ID	106,400	10,640	10,640	9.5	5 YEARS	6/81	HO
LA DUCT FAN INLET ID	59,620	5,962	5,962	9.5	5 YEARS	6/81	HO
LA DUCT FLUE GAS 31F-3	14,377	1,438	1,438	9.5	5 YEARS	6/81	HO
LA DUCT REHEAT	47,900	4,790	4,790	9.5	5 YEARS	6/81	HO
LA DUCT 31F-5 FLUE GAS	44,960	4,496	4,496	9.5	5 YEARS	6/81	HO
LA DUCT 31F-6 FLUE GAS	44,960	4,496	4,496	9.5	5 YEARS	6/81	HO
LA DUCT 502 ABSORBER OUTLET	97,695	9,770	9,770	9.5	5 YEARS	6/81	HO
LA DUST COLLECTION SYSTEM	126,074	12,607	12,607	9.5	5 YEARS	6/81	HO
LA EDUCTOR BY-PRODUCT TANK	2,433	243	0	9.5	5 YEARS	6/81	HO
LA EDUCTOR-DECOMPOSER FEED SURGE DRUM	3,287	329	0	9.5	5 YEARS	6/81	HO
LA EDUCTOR-DISCHARGE BASIN MIXER	737	74	0	9.5	5 YEARS	6/81	HO
LA EDUCTOR-STRIPPER	6,735	674	0	9.5	5 YEARS	6/81	HO
LA EJECTOR	2,790	279	0	9.5	5 YEARS	6/81	HO
LA EJECTOR	2,790	279	0	9.5	5 YEARS	6/81	HO
LA EJECTOR-BIOFEED STEAM	1,478	148	0	9.5	5 YEARS	6/81	HO
LA EJECTOR-VACUUM COLUMN	1,646	165	0	9.5	5 YEARS	6/81	HO
LA ERG UNIT BURDICK MODEL EK-8	2,299	230	0	9.5	5 YEARS	10/81	HO
LA ELBOH-FOR EDC REACTOR-SPARE	42,507	4,259	0	9.5	5 YEARS	6/81	HO
LA ELBOH-FOR EDC REACTOR-SPARE	42,507	4,259	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING-CAR & TRUCK LOAD	776,700	77,670	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING BOILER PLANT	472,737	47,274	23,637	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING COILER-PLANT 31	1,590,663	159,066	159,066	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING PLANT 2	6,602,502	660,250	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING PLANT 2	50,498	5,050	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING PLANT 3	963,633	96,363	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING PLANT 3	205,467	20,597	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING PLANT 5	710,500	71,050	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING PLANT 6	2,510,900	251,090	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING WATER TREATMENT	990,000	99,000	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING- PLANT 35	1,185,500	118,550	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING-CELL CARBONATION	79,500	7,950	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING-PLANT 1	1,065,500	106,550	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING-PLANT 37 AIR	84,700	8,470	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING-PLANT 4	1,956,400	195,640	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING CONTROL ROOM	5,900	590	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING MARINE DOCK	774,700	77,470	0	9.5	5 YEARS	6/81	HO
LA ELECTRICAL WIRING PLANT 20 TANKS	1,215,200	121,520	0	9.5	5 YEARS	6/81	HO
LA ELECTROPHOTOMETER 7-103	890	89	0	9.5	5 YEARS	6/81	HO
LA EQUIPMENT PLATFORMS PLANT 2	386,179	38,618	0	9.5	5 YEARS	6/81	HO
LA EQUIPMENT PLATFORMS PLANT 3	284,188	28,419	0	9.5	5 YEARS	6/81	HO
LA EQUIPMENT PLATFORMS PLANT 5	80,499	8,050	0	9.5	5 YEARS	6/81	HO
LA EQUIPMENT PLATFORMS PLANT 6	427,440	42,744	0	9.5	5 YEARS	6/81	HO
LA EQUIPMENT PLATFORMS-PLANT 1	47,660	4,766	0	9.5	5 YEARS	6/81	HO
LA EQUIPMENT PLATFORMS-PLANT 4	216,610	21,661	0	9.5	5 YEARS	6/81	HO
LA ETHYLENE METERING STATION	158,300	15,830	0	9.5	5 YEARS	6/81	HO
LA EVAPORATOR-1ST. EFFECT-S/H 167	1,408,902	140,890	0	9.5	5 YEARS	6/81	HO
LA EVAPORATOR-2ND. EFFECT-S/H 166	1,412,173	141,217	0	9.5	5 YEARS	6/81	HO
LA EVAPORATOR-3RD. EFFECT-S/H 165	1,411,624	141,162	0	9.5	5 YEARS	6/81	HO

OCC033878

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 48D
LA EVAPORATOR-4TH. EFFECT-5/II 164	1,414,055	141,406	0	9.5	5 YEARS	6/01	HO
LA EXCHANGER STRIPPER DOITHS-AQUA FEED	33,564	3,356	0	9.5	5 YEARS	6/01	HO
LA EXCHANGER-SOLVENT	10,261	1,026	0	9.5	5 YEARS	6/01	HO
LA EXCHANGER-HASTE WTR STRPP FEED BOTH	107,105	10,711	0	9.5	5 YEARS	6/01	HO
LA EXCHANGER-SOLVENT	10,261	1,026	0	9.5	5 YEARS	6/01	HO
LA EXHAUSTER-ASBESTOS ROOM CELL BLOC.	32,053	3,205	0	9.5	5 YEARS	6/01	HO
LA EXTINGUISHER-FIPE	1,113	111	0	9.5	5 YEARS	6/01	HO
LA EXTINGUISHER-FIRE	1,113	111	0	9.5	5 YEARS	6/01	HO
LA EXTINGUISHER-FIRE	1,113	111	0	9.5	5 YEARS	6/01	HO
LA EXTINGUISHER-FIRE	1,113	111	0	9.5	5 YEARS	6/01	HO
LA EXTINGUISHER-FIRE	1,113	111	0	9.5	5 YEARS	6/01	HO
LA EXTINGUISHER-FIRE	1,113	111	0	9.5	5 YEARS	6/01	HO
LA EXTRACTOR ANIMONIA	87,535	8,754	0	9.5	5 YEARS	6/01	HO
LA EXTRUDER-CELL PUTTY	5,542	554	0	9.5	5 YEARS	6/01	HO
LA FAN F D FOR 31F05	49,840	4,984	4,984	9.5	5 YEARS	6/01	HO
LA FAN F D FOR 31F06	49,840	4,984	4,984	9.5	5 YEARS	6/01	HO
LA FAN ID FOR 31F01	273,130	27,314	27,314	9.5	5 YEARS	6/01	HO
LA FAN OVERFIRE AIR FOR 31F01	16,465	1,647	1,647	9.5	5 YEARS	6/01	HO
LA FAN REVERSE GAS	25,775	2,570	1,209	9.5	5 YEARS	6/01	HO
LA FAN REVERSE GAS BUFFALO FORGE	25,775	2,570	1,209	9.5	5 YEARS	6/01	HO
LA FEEDER ASH	42,990	4,299	2,150	9.5	5 YEARS	6/01	HO
LA FEEDER FOR 31F01	19,327	1,933	1,933	9.5	5 YEARS	6/01	HO
LA FEEDER FOR 31F01	19,327	1,933	1,933	9.5	5 YEARS	6/01	HO
LA FEEDER FOR 31F01	19,327	1,933	1,933	9.5	5 YEARS	6/01	HO
LA FEEDER FOR 31F01	19,327	1,933	1,933	9.5	5 YEARS	6/01	HO
LA FEEDER FOR 31F01	19,327	1,933	1,933	9.5	5 YEARS	6/01	HO
LA FEEDER FOR 31F01	19,327	1,933	1,933	9.5	5 YEARS	6/01	HO
LA FEEDER FOR 31F01	19,327	1,933	1,933	9.5	5 YEARS	6/01	HO
LA FEEDER-VIBRATOR	27,465	2,747	2,747	9.5	5 YEARS	6/01	HO
LA FILE-KARDEX TUD	1,451	145	0	9.5	5 YEARS	6/01	HO
LA FILE-KARDEX TUD	1,452	145	0	9.5	5 YEARS	6/01	HO
LA FILTER - SLUDGE	290,444	29,044	0	9.5	5 YEARS	6/01	HO
LA FILTER BAG	8,493	849	425	9.5	5 YEARS	6/01	HO
LA FILTER INTAKE	22,500	2,250	2,250	9.5	5 YEARS	6/01	HO
LA FILTER R01A2L CS	970	97	0	9.5	5 YEARS	10/01	HO
LA FILTER R01A2L CS	970	97	0	9.5	5 YEARS	10/01	HO
LA FILTER R01A2L CS	970	97	0	9.5	5 YEARS	10/01	HO
LA FILTER TAIK TREATED BRINE NO.1	276,177	27,618	0	9.5	5 YEARS	6/01	HO
LA FILTER TAIK TREATED BRINE NO.2	276,177	27,618	0	9.5	5 YEARS	6/01	HO
LA FILTER TAIK TREATED BRINE NO.3	276,277	27,620	0	9.5	5 YEARS	6/01	HO
LA FILTER-CAUSTIC NO.1	150,182	15,018	0	9.5	5 YEARS	6/01	HO
LA FILTER-CAUSTIC NO.2	150,182	15,018	0	9.5	5 YEARS	6/01	HO
LA FILTER-CLEARWATER	2,424	242	0	9.5	5 YEARS	6/01	HO
LA FILTER-DYHASAID	105,966	10,597	0	9.5	5 YEARS	6/01	HO
LA FILTER-EDC SOLVENT	4,617	462	0	9.5	5 YEARS	6/01	HO
LA FILTER-EDC SOLVENT	4,616	462	0	9.5	5 YEARS	6/01	HO
LA FILTER-GRAVITY	129,330	12,933	0	9.5	5 YEARS	6/01	HO
LA FILTER-GRAVITY	129,330	12,933	0	9.5	5 YEARS	6/01	HO
LA FILTER-SPLITTER BOX	8,625	863	0	9.5	5 YEARS	6/01	HO
LA FILTERS-GRAVITY	129,330	12,933	0	9.5	5 YEARS	6/01	HO
LA PIPE EXTINGUISHERS AND BOXES	22,648	2,267	0	9.5	5 YEARS	6/01	HO

OCC033879

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA FIRE EXTINGUISHERS-ADMIN. BLDG.	1,162	116	0	9.5	5 YEARS	6/01	110
LA FIREFLY-STANG	1,478	140	0	9.5	5 YEARS	6/01	110
LA FIREFLY-STANG	1,478	140	0	9.5	5 YEARS	6/01	110
LA FLASH - POINT TESTER	1,103	110	0	9.5	5 YEARS	6/01	110
LA FORK EXTENSIONS FOR LIFT TRUCK	1,630	163	0	9.5	5 YEARS	6/01	110
LA FRAME-LIFTING BASE OR CATHODE RIG	11,727	1,173	0	9.5	5 YEARS	6/01	110
LA FRAME-LIFTING 20 TON CELL ASSY.	10,957	1,096	0	9.5	5 YEARS	6/01	110
LA FREEZER 19.6 CU.FT.-S/N 503415347	505	51	0	9.5	5 YEARS	6/01	110
LA FUME HOOD EXPLOSION PROOFING	2,223	222	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 1B	27,025	2,703	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 10B	10,157	1,016	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 2B	11,975	1,198	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 3D	8,000	800	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 3B	7,225	723	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 3B	6,915	692	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 3B	6,915	692	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH - SIGMA 3D	7,225	723	0	9.5	5 YEARS	6/01	110
LA GAS CHROMATOGRAPH SIGMA 3B	7,727	773	0	9.5	5 YEARS	6/01	110
LA GENERATOR FUNCTION-S/M D049203	743	74	0	9.5	5 YEARS	6/01	110
LA GRINDER-PEDESTAL SEICO	2,027	203	0	9.5	5 YEARS	6/01	110
LA GUN WATER BLASTER W/ASSOC. EQUIP	3,986	399	0	9.5	5 YEARS	6/01	110
LA GUN-RAYTEK RANGER HEAT	1,306	131	0	9.5	5 YEARS	6/01	110
LA HEADER CL2 GAS DIST W/SCRUDDER TANK	53,098	5,310	0	9.5	5 YEARS	6/01	110
LA HEADER CL2 GAS DIST W/SCRUDDER TANK	53,098	5,310	0	9.5	5 YEARS	6/01	110
LA HEADER-SULFURIC ACID VENT-SCRUDDER	10,245	1,025	0	9.5	5 YEARS	6/01	110
LA HEAT EXCHANGER HYDROGEN/BRIINE NO.1	123,322	12,332	0	9.5	5 YEARS	6/01	110
LA HEAT EXCHANGER HYDROGEN/BRIINE NO.2	123,323	12,332	0	9.5	5 YEARS	6/01	110
LA HEATER BRIINE/WATER NO.1-S/N 2935-1	45,972	4,597	0	9.5	5 YEARS	6/01	110
LA HEATER BRIINE/WATER NO.2-S/N 2935-2	45,972	4,597	0	9.5	5 YEARS	6/01	110
LA HEATER FOR 1ST.EFFECT EVAPORATOR	073,211	07,321	0	9.5	5 YEARS	6/01	110
LA HEATER FOR 2ND.EFFECT EVAPORATOR	072,120	07,212	0	9.5	5 YEARS	6/01	110
LA HEATER FOR 3RD.EFFECT EVAPORATOR	072,120	07,212	0	9.5	5 YEARS	6/01	110
LA HEATER FOR 4TH.EFFECT EVAPORATOR	074,320	07,432	0	9.5	5 YEARS	6/01	110
LA HEATER RESATURATOR/BRIINE PREHEATER	62,411	6,241	0	9.5	5 YEARS	6/01	110
LA HEATER TRIM	58,921	5,892	0	9.5	5 YEARS	6/01	110
LA HEATER-CAUSTIC STORAGE & LOADING	34,020	3,402	0	9.5	5 YEARS	6/01	110
LA HEATER-DECOMPOSER FEED PIPELINE	8,083	808	0	9.5	5 YEARS	6/01	110
LA HEATER-ETHYLENE	125,776	12,570	0	9.5	5 YEARS	6/01	110
LA HEATER-WASTE NTR STRPR FEED PIPELN	3,186	319	0	9.5	5 YEARS	6/01	110
LA HIGH PRESSURE BOOSTER SYSTEM	1,670	167	0	9.5	5 YEARS	6/01	110
LA HOIST - CAUSTIC DOCK	41,604	4,160	0	9.5	5 YEARS	6/01	110
LA HOIST - CAUSTIC DOCK	41,604	4,160	0	9.5	5 YEARS	6/01	110
LA HOIST - CHLORINE DOCK	39,527	3,953	0	9.5	5 YEARS	6/01	110
LA HOIST - EDC DOCK	61,605	6,161	0	9.5	5 YEARS	6/01	110
LA HOIST-BUNKER W/HONORAIL	18,062	1,806	1,006	9.5	5 YEARS	6/01	110
LA HOIST-CRUSHER TOWER W/HONORAIL	18,061	1,806	1,006	9.5	5 YEARS	6/01	110
LA HOIST-RAIL UNLOADING W/HONORAIL	18,061	1,806	1,006	9.5	5 YEARS	6/01	110
LA HOIST-RIG CATHODE DEPOSITING ASSY.	6,900	691	0	9.5	5 YEARS	6/01	110
LA HOLDING FIXTURE ANODE-GRID	24,003	2,400	0	9.5	5 YEARS	6/01	110
LA HOPPER DRY-S/N 041	2,150	216	0	9.5	5 YEARS	6/01	110
LA HOPPER-COAL UNLOADING	349,066	34,907	34,907	9.5	5 YEARS	6/01	110

OCC033880

STATE DESCRIPTION

ADJ BASIS REGULAR IIC ENERGY IIC ADR MIDPOINT RECOVERY CLS SVC DATE SEC 480

LA HOPPER-DUNCAN ROLL DUMP 1.5 CU.YDS.	1,687	169	0	9.5	5 YEARS	9/01	110
LA HOPPER-NO.1 SCREEN BOWL	80,710	8,071	0	9.5	5 YEARS	6/01	110
LA HOPPER-NO.1 SCREEN BOWL CENT SOLIDS	80,710	8,071	0	9.5	5 YEARS	6/01	110
LA HOPPER-NO.1 SCREEN BOWL SCREEN WASH	80,710	8,071	0	9.5	5 YEARS	6/01	110
LA HOPPER-NO.2 SCREEN BOWL	80,710	8,071	0	9.5	5 YEARS	6/01	110
LA HOPPER-NO.2 SCREEN BOWL CENT SOLIDS	80,710	8,071	0	9.5	5 YEARS	6/01	110
LA HOPPER-NO.2 SCREEN BOWL SCREEN WASH	80,710	8,071	0	9.5	5 YEARS	6/01	110
LA HOPPER-SOLID BOIL 1 EFFLUENT	5,145	515	0	9.5	5 YEARS	6/01	110
LA HOPPER-SOLID BOIL 1 SOLIDS	3,101	310	0	9.5	5 YEARS	6/01	110
LA HOPPER-SOLID BOIL 2 EFFLUENT	5,145	515	0	9.5	5 YEARS	6/01	110
LA HOPPER-SOLID BOIL 2 SOLID	3,101	310	0	9.5	5 YEARS	6/01	110
LA HOSES-SUCTION AND DISCHARGE	8,201	820	0	9.5	5 YEARS	10/01	110
LA HOSES-TRANSFER	2,794	279	0	9.5	5 YEARS	10/01	110
LA INJECTOR KIT - 3324001	805	81	0	9.5	5 YEARS	6/01	110
LA INJECTOR KIT - 3324001	805	81	0	9.5	5 YEARS	6/01	110
LA INSTALL CHECK VALVE IN WATER LINE	864	86	0	9.5	5 YEARS	10/01	110
LA INSTALL 4IN BLOCK VALVE EDC DRYOUT	1,854	185	0	9.5	5 YEARS	10/01	110
LA INSTRUMENT INTERFACE UNIT	1,872	187	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION - PLANT 35	933,400	93,340	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION BOILER PLANT	1,155,700	115,570	115,570	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION FLUE GAS DESUL	406,100	40,610	20,305	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION PLANT 2	434,417	43,442	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION PLANT 2	3,283	328	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION PLANT 3	1,159,145	115,915	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION PLANT 3	247,755	24,776	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION PLANT 5	667,145	66,715	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION WATER TREATMENT	440,800	44,080	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-CELL CARBONATION	155,600	15,560	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-COAL HANDLING	49,310	4,931	4,931	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-CONTROL ROOM PL10	535,200	53,520	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	16,214	1,621	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	62,048	6,205	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	37,828	3,783	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	5,399	540	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	3,702	370	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	7,250	725	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	754	75	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-INTERCONNECTING LNS	38,205	3,821	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-MARINE DOCK	101,000	10,100	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-PLANT 1	1,010,700	101,070	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-PLANT 20 TANKS	200,600	20,060	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-PLANT 37 AIR	138,600	13,860	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-PLANT 4	1,617,300	161,730	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-PLANT 6	3,633,700	363,370	0	9.5	5 YEARS	6/01	110
LA INSTRUMENTATION-TRUCK & CAR LOAD	483,700	48,370	0	9.5	5 YEARS	6/01	110
LA INTEGRITY CARD W/EXTENDER	546	55	0	9.5	5 YEARS	6/01	110
LA INTERCOOLER CHLORINE COMPRESSOR	51,013	5,101	0	9.5	5 YEARS	6/01	110
LA JUMPER-SWITCH GEC GAIN-S/N 2004400	54,000	5,400	0	9.5	5 YEARS	6/01	110
LA JUMPER-SWITCH GEC GAIN-S/N 2005400	54,000	5,400	0	9.5	5 YEARS	6/01	110
LA KEYSWATER-DAVIS	14,434	1,443	0	9.5	5 YEARS	6/01	110
LA LAD EQUIP-VAC. FILTRATION STRUCTURE	4,211	421	0	9.5	5 YEARS	6/01	110

OCC033881

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA LAB FURNITURE-CONTROL BLDG. & LAB	76,124	7,612	0	9.5	5 YEARS	6/01	NO
LA LAB FURNITURE-UTILITY CONTROL BLDG.	7,253	725	0	9.5	5 YEARS	6/01	NO
LA LATHIE-SOUTHBEIM	27,335	2,734	0	9.5	5 YEARS	6/01	NO
LA LECTRO IHO METER PORTABLE	655	66	0	9.5	5 YEARS	6/01	NO
LA LIFT-HYDRAULIC SCISSOR	18,246	1,825	0	9.5	5 YEARS	6/01	NO
LA LOADER III H/4YD.DUCKET-S/H U002258	91,567	9,157	0	9.5	5 YEARS	6/01	NO
LA LOOP STAND	1,062	106	0	9.5	5 YEARS	6/01	NO
LA LOOP STAND	1,063	106	0	9.5	5 YEARS	6/01	NO
LA LSC-2 AUTOMATIC LIQUID SAMPLE CONC.	4,714	471	0	9.5	5 YEARS	6/01	NO
LA LYONS SHELVING	5,730	573	0	9.5	5 YEARS	6/01	NO
LA MEGGER-MOTOR DRIVEN	6,269	627	0	9.5	5 YEARS	6/01	NO
LA METER - CONDUCTIVITY	702	70	0	9.5	5 YEARS	6/01	NO
LA METER - PH	732	73	0	9.5	5 YEARS	6/01	NO
LA METER - WET TEST GAS	1,329	133	0	9.5	5 YEARS	6/01	NO
LA METER DIGITAL-S/H B024112	550	55	0	9.5	5 YEARS	6/01	NO
LA METER DIGITAL-S/H B024344	591	59	0	9.5	5 YEARS	6/01	NO
LA METER PH DIGITAL 110/115V	799	80	0	9.5	5 YEARS	6/01	NO
LA METER PH W/CALOMEL COMB.ELECTRODES	834	83	0	9.5	5 YEARS	6/01	NO
LA METER-AC AMP WESTON	666	67	0	9.5	5 YEARS	6/01	NO
LA METER-CONDUCTIVITY	717	72	0	9.5	5 YEARS	6/01	NO
LA METER-METRIX VIBRATION	576	58	0	9.5	5 YEARS	6/01	NO
LA METER-OXYGEN	634	63	0	9.5	5 YEARS	6/01	NO
LA METER-THICKNESS GAUGE DM1-3	1,978	190	0	9.5	5 YEARS	6/01	NO
LA METER-VIBRATION	1,339	134	0	9.5	5 YEARS	6/01	NO
LA METTLER BALANCE 4000 GH	1,891	189	0	9.5	5 YEARS	10/01	NO
LA MICROSCOPE 1103 W/CAMERA POLAROID	3,694	369	0	9.5	5 YEARS	6/01	NO
LA MICROSCOPE 150 IHC. BINOCULAR	847	85	0	9.5	5 YEARS	6/01	NO
LA MISC PIPING FOR METERING STATION	36,743	3,674	0	9.5	5 YEARS	6/01	NO
LA MISC SAFETY EQUIPMENT & SUPPLIES	37,630	3,763	0	9.5	5 YEARS	6/01	NO
LA MISC. EQUIPMENT-ENGINEERING SHOPS	7,645	765	0	9.5	5 YEARS	6/01	NO
LA MISC. EQUIPMENT-ENGINEERING SHOPS	24,513	2,451	0	9.5	5 YEARS	6/01	NO
LA MISC. EQUIPMENT-ENGINEERING SHOPS	8,739	874	0	9.5	5 YEARS	6/01	NO
LA MISC. EQUIPMENT-ENGINEERING SHOPS	1,937	194	0	9.5	5 YEARS	6/01	NO
LA MISC.LAB SUPPLIES INITIAL PURCHASE	26,311	2,631	0	9.5	5 YEARS	6/01	NO
LA MISCELLANEOUS LAB SUPPLIES	15,352	1,535	0	9.5	5 YEARS	6/01	NO
LA MIXER EDUCTOR W/HYFO DECAY TANK	2,563	256	0	9.5	5 YEARS	6/01	NO
LA MIXER EDUCTOR/CAUSTIC SUPPLY TANK	3,666	367	0	9.5	5 YEARS	6/01	NO
LA MIXER EDUCTOR/HYFO DECAY TANK	2,564	256	0	9.5	5 YEARS	6/01	NO
LA MIXER-COPPER SULFATE SOLUTION	3,274	327	0	9.5	5 YEARS	6/01	NO
LA MIXER-PRIMARY CLARIFIER FEEDWELL	1,953	195	0	9.5	5 YEARS	6/01	NO
LA MIXER-SECONDARY CLARIFIER FEEDWELL	1,953	195	0	9.5	5 YEARS	6/01	NO
LA MIXER-SULFITE SOLUTION	5,312	531	0	9.5	5 YEARS	6/01	NO
LA MIXERS-DIOTREAT EQUAL TANK	20,622	2,062	0	9.5	5 YEARS	6/01	NO
LA MODIFY DISCHARGE PIPING PLANT 35	3,775	378	0	9.5	5 YEARS	6/01	NO
LA MOTOR FOR CUDE 18-10	624	62	0	9.5	5 YEARS	6/01	NO
LA MOTOR-20HP ELECTRIC CENTRIFUGE	20,060	2,006	0	9.5	5 YEARS	6/01	NO
LA MOTOR-20HP ELECTRIC CENTRIFUGE	20,060	2,006	0	9.5	5 YEARS	6/01	NO
LA COVER-SHUTTLE WAGON RAILCAR	92,134	9,213	0	9.5	5 YEARS	1/01	NO
LA DISCRIDE-RECORDER D5116X-4	653	65	0	9.5	5 YEARS	6/01	NO
LA DISCRIDE-RECORDER D5116X-4	653	65	0	9.5	5 YEARS	6/01	NO
LA DISCRIDE-RECORDER D5116X-4	653	65	0	9.5	5 YEARS	6/01	NO

OCC033882

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA OHSCRIBE-RECORDER B5116X-4	653	65	0	9.5	5 YEARS	6/01	110
LA OHSCRIBE-RECORDER B5116X-4	653	65	0	9.5	5 YEARS	6/01	110
LA OHSCRIBE-RECORDER B5116X-4	653	65	0	9.5	5 YEARS	6/01	110
LA OHSCRIBE-RECORDER B5116X-4	653	65	0	9.5	5 YEARS	6/01	110
LA OHSCRIBE-RECORDER B5116X-4	653	65	0	9.5	5 YEARS	6/01	110
LA OHSCRIBE-RECORDER B5116Z-4	653	65	0	9.5	5 YEARS	6/01	110
LA OSCILLATOR-S/N 0074734	1,240	124	0	9.5	5 YEARS	6/01	110
LA OSCILLOSCOPE NO.214-S/N B109099	3,154	315	0	9.5	5 YEARS	6/01	110
LA OSCILLOSCOPE-S/N 0027332	2,047	205	0	9.5	5 YEARS	6/01	110
LA OSCILLOSCOPE-S/N B027720	1,746	175	0	9.5	5 YEARS	6/01	110
LA OVEN - ISOTEMP 300	1,196	120	0	9.5	5 YEARS	6/01	110
LA OVEN - RADIANT HEAT	1,148	115	0	9.5	5 YEARS	6/01	110
LA OVEN - VACUUM	570	57	0	9.5	5 YEARS	6/01	110
LA OVEN-CELL DRYING	91,000	9,100	0	9.5	5 YEARS	6/01	110
LA OXIDIZER	434,927	43,493	21,746	9.5	5 YEARS	6/01	110
LA PACKAGE POLYMER FEED	32,812	3,281	0	9.5	5 YEARS	6/01	110
LA PACKAGE-COAGULANT FEED	43,145	4,315	0	9.5	5 YEARS	6/01	110
LA PACKAGE-CORROSION INHIBITOR FEED	34,520	3,452	0	9.5	5 YEARS	6/01	110
LA PACKAGE-FILTRATE RECEIVER UNIT	125,379	12,530	0	9.5	5 YEARS	6/01	110
LA PACKAGE-LIME FEED	34,520	3,452	0	9.5	5 YEARS	6/01	110
LA PACKAGE-SULFITE FEED	16,346	1,635	0	9.5	5 YEARS	6/01	110
LA PIPING BY-PASS AROUND LV-309	2,614	261	0	9.5	5 YEARS	6/01	110
LA PIPING CELL RENEWAL SUMP FILTERING	5,911	591	0	9.5	5 YEARS	10/01	110
LA PIPING EDC RAILCAR LOADING	10,344	1,034	0	9.5	5 YEARS	10/01	110
LA PIPING FOR VENT LIME EXTENSIONS	15,331	1,533	0	9.5	5 YEARS	10/01	110
LA PIPING-COAL HANDLING	225,300	22,530	22,530	9.5	5 YEARS	6/01	110
LA PIT - TRUCK SCALE	240,475	24,048	0	9.5	5 YEARS	6/01	110
LA PLANT STREETS-242487 SQ.FT.	900,990	90,099	0	9.5	5 YEARS	6/01	110
LA PLANT STREETS-27313 SQ.FT.	110,454	11,045	0	9.5	5 YEARS	6/01	110
LA PLATFORM BRIDGE MODEL 1000-B	2,505	251	0	9.5	5 YEARS	10/01	110
LA PLATFORM BRIDGE MODEL 1000-B	2,505	251	0	9.5	5 YEARS	10/01	110
LA PLATFORM-COAL DUNKER W/CHUTES	61,210	6,121	6,121	9.5	5 YEARS	6/01	110
LA POLYELECTROLYTE - PREP SYSTEM	126,604	12,660	0	9.5	5 YEARS	6/01	110
LA PORTABLE D O ANALYZER SH-2219	1,082	103	0	9.5	5 YEARS	6/01	110
LA PORTABLE NEPHLOMETER 21PE	822	82	0	9.5	5 YEARS	6/01	110
LA PORTABLE SLUDGE BLANKET DETECTOR 57B	839	89	0	9.5	5 YEARS	6/01	110
LA PORTABLE TDS CONDUCTIVITY ANALYZER	719	72	0	9.5	5 YEARS	6/01	110
LA POT SEAL	2,043	204	102	9.5	5 YEARS	6/01	110
LA POT-OVERFLOW	10,993	1,099	0	9.5	5 YEARS	6/01	110
LA POT-OVERFLOW	10,993	1,099	0	9.5	5 YEARS	6/01	110
LA POT-SEAL OIL STORAGE	7,700	770	0	9.5	5 YEARS	6/01	110
LA POWER SPLY UNINTERRUPTED UTIL AREA	36,363	3,636	0	9.5	5 YEARS	6/01	110
LA POWER SUPPLY SYSTEM EXIDE CENTRAUS	10,342	1,034	0	9.5	5 YEARS	6/01	110
LA POWER SUPPLY UNINTERRUPTD PROCS AREA	36,363	3,636	0	9.5	5 YEARS	6/01	110
LA PREHEATER AMMONIA FEED	2,435	244	0	9.5	5 YEARS	6/01	110
LA PREHEATER CAUSTIC FEED	44,505	4,451	0	9.5	5 YEARS	6/01	110
LA PREHEATER F/1ST.EFFECT EVAPORATOR	76,272	7,627	0	9.5	5 YEARS	6/01	110
LA PREHEATER F/1ST.EFFECT EVAPORATOR	76,272	7,627	0	9.5	5 YEARS	6/01	110
LA PREHEATER F/1ST.EFFECT EVAPORATOR	76,272	7,627	0	9.5	5 YEARS	6/01	110
LA PREHEATER F/2ND.EFFECT EVAPORATOR	76,272	7,627	0	9.5	5 YEARS	6/01	110

OCC033883

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC	600
LA PREHEATER F/3RD.EFFECT EVAPORATOR	76,272	7,627	0	9.5	5 YEARS	6/01	HO	
LA PREHEATER NO.2 F/2ND.EFFECT EVAP.	25,390	2,539	0	9.5	5 YEARS	6/01	HO	
LA PREHEATER-DECOMPOSER FEED	25,030	2,503	0	9.5	5 YEARS	6/01	HO	
LA PREHEATER-DECOMPOSER FEED	25,031	2,503	0	9.5	5 YEARS	6/01	HO	
LA PRESATURATOR	73,225	7,323	3,661	9.5	5 YEARS	6/01	HO	
LA PRESS-DRILL FLOOR MODEL	1,200	121	0	9.5	5 YEARS	6/01	HO	
LA PRESS-150T CHERPAC HYDRAULIC	11,037	1,109	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING BOILER PLANT	1,591,200	159,120	159,120	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING FLUE GAS DESUL	953,100	95,310	47,655	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING INTERCONNECTING LHS	3,189,876	318,988	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING PLANT 2	3,634,655	363,466	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING PLANT 2	27,466	2,747	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING PLANT 3	2,689,304	268,930	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING PLANT 3	574,800	57,403	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING PLANT 5	1,509,167	150,917	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING PLANT 6	302,607	30,269	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING WATER TREATMENT	875,900	87,590	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING-PLANT 1	3,119,740	311,974	0	9.5	5 YEARS	6/01	HO	
LA PROCESS PIPING-PLANT 4	7,212,590	721,259	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING CAR & TRUCK LOADING	1,601,025	160,103	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING CELL CARBONATION	270,600	27,060	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	3,158,394	315,839	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	62,968	6,297	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	605,367	60,535	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	450,790	45,079	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	3,600,510	360,051	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	1,353,802	135,380	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	309,113	30,911	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING INTERCONNECTING LHS	1,500,000	150,000	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING MARINE DOCK	879,300	87,930	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING PLANT 20 TANKS	1,973,600	197,360	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING PLANT 35	1,909,000	190,900	0	9.5	5 YEARS	6/01	HO	
LA PROCESS-PIPING PLANT 37 AIR	167,600	16,760	0	9.5	5 YEARS	6/01	HO	
LA PROCESSING-PIPING PLANT 6	8,127,273	812,727	0	9.5	5 YEARS	6/01	HO	
LA PUMP - ACID FEED	6,236	624	0	9.5	5 YEARS	6/01	HO	
LA PUMP - CAUSTIC DOCK SUMP	8,959	896	0	9.5	5 YEARS	6/01	HO	
LA PUMP - CAUSTIC LOADING	24,576	2,458	0	9.5	5 YEARS	6/01	HO	
LA PUMP - CAUSTIC LOADING	24,576	2,458	0	9.5	5 YEARS	6/01	HO	
LA PUMP - CAUSTIC LOADING	24,576	2,458	0	9.5	5 YEARS	6/01	HO	
LA PUMP - CAUSTIC TANK AREA SUMP	8,315	832	0	9.5	5 YEARS	6/01	HO	
LA PUMP - EDC DOCK SUMP	6,105	611	0	9.5	5 YEARS	6/01	HO	
LA PUMP - EDC DRYOUT & REWORK	6,333	633	0	9.5	5 YEARS	6/01	HO	
LA PUMP - EDC LOADING	14,353	1,435	0	9.5	5 YEARS	6/01	HO	
LA PUMP - EDC LOADING	14,353	1,435	0	9.5	5 YEARS	6/01	HO	
LA PUMP - EDC SLOP	4,900	490	0	9.5	5 YEARS	6/01	HO	
LA PUMP - EDC TANK AREA RAINWATER	5,619	562	0	9.5	5 YEARS	6/01	HO	
LA PUMP - FILTER SUMP	8,401	840	0	9.5	5 YEARS	6/01	HO	
LA PUMP ACIDIZED BRINE FEED W/MOTOR	29,090	2,910	0	9.5	5 YEARS	6/01	HO	
LA PUMP ACIDIZED BRINE FEED W/MOTOR	29,099	2,910	0	9.5	5 YEARS	6/01	HO	
LA PUMP ANIONIA FEED	49,101	4,910	0	9.5	5 YEARS	6/01	HO	
LA PUMP ANIONIA FEED SPARE	49,162	4,916	0	9.5	5 YEARS	6/01	HO	

OCC033884

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 4CD
LA PUMP AQUA-AMMONIA VACUUM	18,950	1,895	0	9.5	5 YEARS	6/01	110
LA PUMP AQUA-AMMONIA VACUUM SPARE	18,950	1,895	0	9.5	5 YEARS	6/01	110
LA PUMP BACKWASH RETURN	2,669	267	0	9.5	5 YEARS	6/01	110
LA PUMP BACKWASH RETURN-SPARE	2,669	267	0	9.5	5 YEARS	6/01	110
LA PUMP BACKWASH TRANSFER	5,835	584	0	9.5	5 YEARS	6/01	110
LA PUMP BACKWASH TRANSFER W/MOTOR	6,538	654	0	9.5	5 YEARS	6/01	110
LA PUMP BFH	54,751	5,475	5,475	9.5	5 YEARS	6/01	110
LA PUMP BFH	54,752	5,475	5,475	9.5	5 YEARS	6/01	110
LA PUMP BRINE FILTER W/MOTOR	15,731	1,573	0	9.5	5 YEARS	6/01	110
LA PUMP BRINE FILTER W/MOTOR	15,733	1,573	0	9.5	5 YEARS	6/01	110
LA PUMP BRINE STORAGE NO.1 W/MOTOR	18,890	1,889	0	9.5	5 YEARS	6/01	110
LA PUMP BRINE STORAGE NO.2 W/MOTOR	18,890	1,889	0	9.5	5 YEARS	6/01	110
LA PUMP BRINE STORAGE NO.3 W/MOTOR	18,891	1,889	0	9.5	5 YEARS	6/01	110
LA PUMP CARBONATE LIQUID FEED W/MOTOR	9,999	1,000	0	9.5	5 YEARS	6/01	110
LA PUMP CARBONATE LIQUID FEED W/MOTOR	9,999	1,000	0	9.5	5 YEARS	6/01	110
LA PUMP CAUSTIC FEED	51,505	5,151	0	9.5	5 YEARS	6/01	110
LA PUMP CAUSTIC FEED SPARE	51,506	5,151	0	9.5	5 YEARS	6/01	110
LA PUMP CAUSTIC PRODUCT	7,447	745	0	9.5	5 YEARS	6/01	110
LA PUMP CAUSTIC PRODUCT SPARE	7,447	745	0	9.5	5 YEARS	6/01	110
LA PUMP CAUSTIC PURIF AREA SUMP SPARE	11,121	1,112	0	9.5	5 YEARS	6/01	110
LA PUMP CAUSTIC PURIFICATION AREA SUMP	11,120	1,112	0	9.5	5 YEARS	6/01	110
LA PUMP CLEAN OIL RETURN	4,473	447	447	9.5	5 YEARS	6/01	110
LA PUMP CONDENSATE	17,169	1,717	1,717	9.5	5 YEARS	6/01	110
LA PUMP CONDENSATE SPARE	17,175	1,718	1,718	9.5	5 YEARS	6/01	110
LA PUMP COOLING WATER CIRCULATING	222,665	22,269	0	9.5	5 YEARS	6/01	110
LA PUMP COOLING WATER CIRCULATING	222,604	22,260	0	9.5	5 YEARS	6/01	110
LA PUMP COOLING WATER CIRCULATING	222,604	22,260	0	9.5	5 YEARS	6/01	110
LA PUMP COOLING WATER RETURN W/MOTOR	13,430	1,343	0	9.5	5 YEARS	6/01	110
LA PUMP COOLING WATER RETURN W/MOTOR	13,430	1,343	0	9.5	5 YEARS	6/01	110
LA PUMP EVAPORATOR CONDENSATE	1,830	183	0	9.5	5 YEARS	6/01	110
LA PUMP EVAPORATOR CONDENSATE SPARE	1,829	183	0	9.5	5 YEARS	6/01	110
LA PUMP FLASH CONDENSATE	4,944	494	0	9.5	5 YEARS	6/01	110
LA PUMP FLASH CONDENSATE SPARE	4,945	495	0	9.5	5 YEARS	6/01	110
LA PUMP FUEL OIL	11,900	1,190	1,190	9.5	5 YEARS	6/01	110
LA PUMP FUEL OIL UNLOADING	12,344	1,234	1,234	9.5	5 YEARS	6/01	110
LA PUMP HCL TRANSFER W/MOTOR	3,173	317	0	9.5	5 YEARS	6/01	110
LA PUMP HCL TRANSFER W/MOTOR	6,356	636	0	9.5	5 YEARS	6/01	110
LA PUMP HYDROGEN CONDENSATE W/MOTOR	3,977	398	0	9.5	5 YEARS	6/01	110
LA PUMP HYDROGEN CONDENSATE W/MOTOR	3,976	398	0	9.5	5 YEARS	6/01	110
LA PUMP METERING CELL LIQUOR W/MOTOR	3,710	371	0	9.5	5 YEARS	6/01	110
LA PUMP METERING CELL LIQUOR W/MOTOR	4,265	427	0	9.5	5 YEARS	6/01	110
LA PUMP METERING S/MOTOR-S/H K5584	10,866	1,087	0	9.5	5 YEARS	6/01	110
LA PUMP METERING W/MOTOR-S/H K5583	10,866	1,087	0	9.5	5 YEARS	6/01	110
LA PUMP OVERFLOW BRINE W/MOTOR	4,650	465	0	9.5	5 YEARS	6/01	110
LA PUMP PURGE	7,495	750	0	9.5	5 YEARS	6/01	110
LA PUMP PURGE SPARE	7,495	750	0	9.5	5 YEARS	6/01	110
LA PUMP PURIFIED CAUSTIC TRANS SPARE	5,035	504	0	9.5	5 YEARS	6/01	110
LA PUMP PURIFIED CAUSTIC TRANSFER	5,035	504	0	9.5	5 YEARS	6/01	110
LA PUMP RAW BRINE W/MOTOR	20,108	2,019	0	9.5	5 YEARS	6/01	110
LA PUMP RAW BRINE W/MOTOR	20,108	2,019	0	9.5	5 YEARS	6/01	110
LA PUMP RIVLR WATER VERTICAL	33,741	3,374	0	9.5	5 YEARS	6/01	110

OCC033885

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA PUMP RIVER WATER VERTICAL	33,741	3,374	0	9.5	5 YEARS	6/01	110
LA PUMP RIVER WATER VERTICAL	33,741	3,374	0	9.5	5 YEARS	6/01	110
LA PUMP SALT DISSOLVER W/MOTOR	8,921	892	0	9.5	5 YEARS	6/01	110
LA PUMP SALT DISSOLVER W/MOTOR	8,920	892	0	9.5	5 YEARS	6/01	110
LA PUMP SCREEN WASH	2,710	271	0	9.5	5 YEARS	6/01	110
LA PUMP SCRUBBER CIRCULATING	5,250	525	0	9.5	5 YEARS	6/01	110
LA PUMP SCRUBBER CIRCULATING SPARE	5,250	525	0	9.5	5 YEARS	6/01	110
LA PUMP STRIPPER BOTTOMS	4,736	474	0	9.5	5 YEARS	6/01	110
LA PUMP STRIPPER BOTTOMS SPARE	4,736	474	0	9.5	5 YEARS	6/01	110
LA PUMP STRIPPER RETURN	27,595	2,760	0	9.5	5 YEARS	6/01	110
LA PUMP STRIPPER RETURN SPARE	27,596	2,760	0	9.5	5 YEARS	6/01	110
LA PUMP SUMP CRINE AREA W/MOTOR	11,609	1,161	0	9.5	5 YEARS	6/01	110
LA PUMP SUMP CRINE AREA W/MOTOR	11,609	1,161	0	9.5	5 YEARS	6/01	110
LA PUMP SUMP RESERVOIR MONITOR W/MOTOR	12,064	1,206	0	9.5	5 YEARS	6/01	110
LA PUMP TREATED WATER BOOSTER	16,079	1,608	0	9.5	5 YEARS	6/01	110
LA PUMP TREATED WATER BOOSTER-SPARE	16,079	1,608	0	9.5	5 YEARS	6/01	110
LA PUMP TREATED WATER BOOSTER-SPARE	16,079	1,608	0	9.5	5 YEARS	6/01	110
LA PUMP UTILITY WATER	20,405	2,041	0	9.5	5 YEARS	6/01	110
LA PUMP UTILITY WATER	20,405	2,041	0	9.5	5 YEARS	6/01	110
LA PUMP UTILITY WATER-SPARE	20,405	2,041	0	9.5	5 YEARS	6/01	110
LA PUMP VACUUM W/SEPARATOR	70,815	7,082	0	9.5	5 YEARS	6/01	110
LA PUMP WASTE LIQUOR TRANSFER	4,907	499	0	9.5	5 YEARS	6/01	110
LA PUMP WASTE LIQUOR TRANSFER-SPARE	4,907	499	0	9.5	5 YEARS	6/01	110
LA PUMP WASTE WATER DISCHARGE	8,839	884	884	9.5	5 YEARS	6/01	110
LA PUMP-A SPARE FOR 36G03A	76,849	7,685	3,842	9.5	5 YEARS	6/01	110
LA PUMP-ADSORBER BOTTOMS	6,156	616	0	9.5	5 YEARS	6/01	110
LA PUMP-ADSORBER BOTTOMS	6,157	616	0	9.5	5 YEARS	6/01	110
LA PUMP-ADSORBER RECIRCULATING	76,847	7,685	3,842	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	7,109	711	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	6,173	617	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	7,109	711	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	7,109	711	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	7,109	711	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	4,413	441	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	4,413	441	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID CIRCULATING	6,172	617	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID FEED	6,235	624	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID LOADING AREA SUMP	24,656	2,466	0	9.5	5 YEARS	6/01	110
LA PUMP-ACID LOADING AREA SUMP	24,655	2,466	0	9.5	5 YEARS	6/01	110
LA PUMP-DFW BOILER FEED WATER	54,751	5,475	5,475	9.5	5 YEARS	6/01	110
LA PUMP-BOILOUT BLEED-S/H H795D526	6,035	604	0	9.5	5 YEARS	6/01	110
LA PUMP-BOILOUT RETURN-S/H H251D029	23,852	2,385	0	9.5	5 YEARS	6/01	110
LA PUMP-BOILOUT WATER-S/H H252D318	10,937	1,094	0	9.5	5 YEARS	6/01	110
LA PUMP-BY-PRODUCT STORAGE TANK TRANS	7,069	707	0	9.5	5 YEARS	6/01	110
LA PUMP-CARBON TETRACHLORIDE MAKEUP	6,591	659	0	9.5	5 YEARS	6/01	110
LA PUMP-CARBONATION FEED	6,418	642	0	9.5	5 YEARS	6/01	110
LA PUMP-CARBONATION FEED	6,410	642	0	9.5	5 YEARS	6/01	110
LA PUMP-CARBONATION TOWER BOTTOMS	7,308	731	0	9.5	5 YEARS	6/01	110
LA PUMP-CARBONATION TOWER BOTTOMS	7,309	731	0	9.5	5 YEARS	6/01	110
LA PUMP-CAUSTIC FEED	5,248	525	262	9.5	5 YEARS	6/01	110
LA PUMP-CAUSTIC FEED 17 PER CENT	10,536	1,054	0	9.5	5 YEARS	6/01	110

OCC033886

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 480
LA PUMP-CAUSTIC FEED 17 PER CENT	10,536	1,054	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC FILTER FEED	8,222	822	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC FILTER FEED	8,223	822	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC LIQUOR SUMP-S/H 69048	48,568	4,857	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC LOADING	24,576	2,458	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC LOADING	24,576	2,458	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC LOADING	24,576	2,458	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC LOADING AREA SUMP	14,764	1,476	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC LOADING AREA SUMP	14,763	1,476	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC ROUNDING TANK	7,155	716	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC ROUNDING TANK	7,155	716	0	9.5	5 YEARS	6/01	NO
LA PUMP-CAUSTIC TANK AREA SUMP	8,315	832	0	9.5	5 YEARS	6/01	NO
LA PUMP-CELL BOOSTER-S/H H253D068-1	7,546	755	0	9.5	5 YEARS	6/01	NO
LA PUMP-CELL BOOSTER-S/H H253D068-2	7,546	755	0	9.5	5 YEARS	6/01	NO
LA PUMP-CELL LIQUOR SUMP-S/H T-56440	37,020	3,702	0	9.5	5 YEARS	6/01	NO
LA PUMP-CELL LIQUOR SUMP-S/H T-56441	36,994	3,699	0	9.5	5 YEARS	6/01	NO
LA PUMP-CELL LIQUOR SUMP-S/H T-56442	25,156	2,516	0	9.5	5 YEARS	6/01	NO
LA PUMP-CELL LIQUOR TRANSFER	16,723	1,672	0	9.5	5 YEARS	6/01	NO
LA PUMP-CELL LIQUOR TRANSFER	16,722	1,672	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHILLED WATER BLENDING	7,301	730	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHILLED WATER BLENDING	7,300	730	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHILLED WATER TEMPERING	5,173	517	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHILLED WATER TEMPERING SP.	5,223	522	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHILLED WATER-S/H H2510824-1	14,684	1,468	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHILLED WATER-S/H H2510824-2	14,685	1,469	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHILLED WATER-S/H H2510824-3	14,684	1,468	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHLORINE CONDENSATE	12,532	1,253	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHLORINE CONDENSATE	12,532	1,253	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHLORINE DUCK SUMP	7,836	784	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHLORINE TRANSFER-S/H 68170	59,957	5,996	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHLORINE TRANSFER-S/H 68170-1	59,957	5,996	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHLORINE TRANSFER-S/H 68170-2	59,867	5,987	0	9.5	5 YEARS	6/01	NO
LA PUMP-CHLORINE TRANSFER-S/H 68170-3	59,867	5,987	0	9.5	5 YEARS	6/01	NO
LA PUMP-CIRCULATING F/1ST. EFFECT EVAP	153,070	15,307	0	9.5	5 YEARS	6/01	NO
LA PUMP-CIRCULATING F/1ST. EFFECT LFT	130,130	13,013	0	9.5	5 YEARS	6/01	NO
LA PUMP-CIRCULATING F/2ND. EFFECT EVAP	172,710	17,271	0	9.5	5 YEARS	6/01	NO
LA PUMP-CIRCULATING F/2ND. EFFECT LFT	47,630	4,763	0	9.5	5 YEARS	6/01	NO
LA PUMP-CIRCULATING F/3RD. EFFECT EVAP	172,710	17,271	0	9.5	5 YEARS	6/01	NO
LA PUMP-CIRCULATING F/3RD. EFFECT LFT	47,630	4,763	0	9.5	5 YEARS	6/01	NO
LA PUMP-CIRCULATING F/4TH. EFFECT EVAP	172,710	17,271	0	9.5	5 YEARS	6/01	NO
LA PUMP-CLARIFIER UNDERFLOW	2,755	276	0	9.5	5 YEARS	6/01	NO
LA PUMP-CLARIFIER UNDERFLOW-SPARE	2,755	276	0	9.5	5 YEARS	6/01	NO
LA PUMP-COAL PILE RUNOFF SUMP	21,700	2,170	1,085	9.5	5 YEARS	6/01	NO
LA PUMP-COAL PILE RUNOFF SUMP	21,700	2,170	1,085	9.5	5 YEARS	6/01	NO
LA PUMP-COAL UNLOADING PIT SUMP	25,379	2,538	2,538	9.5	5 YEARS	6/01	NO
LA PUMP-COAL UNLOADING PIT SUMP	25,377	2,538	2,538	9.5	5 YEARS	6/01	NO
LA PUMP-CONDENSATE RETURN	7,145	715	0	9.5	5 YEARS	6/01	NO
LA PUMP-CONTAMINATED OIL SAMPLE	1,493	149	149	9.5	5 YEARS	6/01	NO
LA PUMP-CONTAMINATED WATER	4,696	470	0	9.5	5 YEARS	6/01	NO
LA PUMP-CONTAMINATED WATER	4,696	470	0	9.5	5 YEARS	6/01	NO
LA PUMP-CONTAMINATED WATER SUMP	7,643	764	0	9.5	5 YEARS	6/01	NO

OCC033887

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 40D
LA PUMP-CONTAMINATED WATER SUMP	7,643	764	0	9.5	5 YEARS	6/01	110
LA PUMP-COOLING SYSTEM DRAIN	7,069	707	0	9.5	5 YEARS	6/01	110
LA PUMP-COOLING WATER SUMP CHLORINE	14,603	1,460	0	9.5	5 YEARS	6/01	110
LA PUMP-COOLING WATER SUMP CHLORINE	14,604	1,460	0	9.5	5 YEARS	6/01	110
LA PUMP-COPPER SULFATE	2,195	220	0	9.5	5 YEARS	6/01	110
LA PUMP-COPPER SULFATE	2,195	220	0	9.5	5 YEARS	6/01	110
LA PUMP-CRUDE LOC PRODUCT	7,622	762	0	9.5	5 YEARS	6/01	110
LA PUMP-CRUDE EDC PRODUCT	7,622	762	0	9.5	5 YEARS	6/01	110
LA PUMP-CRUDE EDC PRODUCT	7,622	762	0	9.5	5 YEARS	6/01	110
LA PUMP-CRUDE EDC TRANSFER	10,802	1,000	0	9.5	5 YEARS	6/01	110
LA PUMP-CRUDE EDC TRANSFER	10,802	1,000	0	9.5	5 YEARS	6/01	110
LA PUMP-DECANTED WATER	3,840	384	0	9.5	5 YEARS	6/01	110
LA PUMP-DECANTED WATER	3,839	384	0	9.5	5 YEARS	6/01	110
LA PUMP-DECANTED WATER SUMP-S/N T56443	9,264	926	0	9.5	5 YEARS	6/01	110
LA PUMP-DECOMPOSER FEED	23,970	2,397	0	9.5	5 YEARS	6/01	110
LA PUMP-DECOMPOSER FEED	23,970	2,397	0	9.5	5 YEARS	6/01	110
LA PUMP-DESUPERHEATER COND.	3,131	313	0	9.5	5 YEARS	6/01	110
LA PUMP-DESUPERHEATER COND.	3,131	313	0	9.5	5 YEARS	6/01	110
LA PUMP-DILUTE CAUSTIC TRANSFER	3,314	331	0	9.5	5 YEARS	6/01	110
LA PUMP-DILUTE CAUSTIC TRANSFER	3,314	331	0	9.5	5 YEARS	6/01	110
LA PUMP-DISPOSAL EFFLUENT	12,678	1,260	0	9.5	5 YEARS	6/01	110
LA PUMP-DRY REWORK TANK	7,219	722	0	9.5	5 YEARS	6/01	110
LA PUMP-DRYING COLUMN BOTTOMS	8,039	804	0	9.5	5 YEARS	6/01	110
LA PUMP-DRYING COLUMN BOTTOMS	8,039	804	0	9.5	5 YEARS	6/01	110
LA PUMP-DRYING COLUMN RECOILER	6,855	686	0	9.5	5 YEARS	6/01	110
LA PUMP-DRYING COLUMN RECOILER	6,554	655	0	9.5	5 YEARS	6/01	110
LA PUMP-DRYING COLUMN REFLEX	6,691	669	0	9.5	5 YEARS	6/01	110
LA PUMP-DRYING COLUMN REFLEX	6,691	669	0	9.5	5 YEARS	6/01	110
LA PUMP-EDC TANK AREA SUMP	5,041	504	0	9.5	5 YEARS	6/01	110
LA PUMP-EDC TANK DIKE SUMP	6,515	652	0	9.5	5 YEARS	6/01	110
LA PUMP-EDUCTOR CIRCULATING	7,748	775	0	9.5	5 YEARS	6/01	110
LA PUMP-EDUCTOR CIRCULATING	7,748	775	0	9.5	5 YEARS	6/01	110
LA PUMP-EVAPORATOR DRAIN-S/N H251B031	24,702	2,470	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED SOLID BOHL CENTRIFUGAL	7,144	714	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED SOLID BOHL CENTRIFUGAL	7,144	714	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 1ST.EFFECT-S/N H7950510-1	17,428	1,743	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 1ST.EFFECT-S/N H7950510-2	17,429	1,743	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 2ND.EFFECT-S/N H2510805-1	19,155	1,916	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 2ND.EFFECT-S/N H2510805-2	19,156	1,916	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 3RD.EFFECT-S/N H252D132-1	18,213	1,821	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 3RD.EFFECT-S/N H252D132-2	18,213	1,821	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 4TH.EFFECT-S/N H251B026-1	20,536	2,054	0	9.5	5 YEARS	6/01	110
LA PUMP-FEED 4TH.EFFECT-S/N H251B026-2	20,537	2,054	0	9.5	5 YEARS	6/01	110
LA PUMP-FGD EFFLUENT SETTLING POND	22,330	2,233	1,117	9.5	5 YEARS	6/01	110
LA PUMP-FGD EFFLUENT SETTLING POND	22,331	2,233	1,117	9.5	5 YEARS	6/01	110
LA PUMP-FILTER BACKWASH-S/N H7950524-1	4,126	413	0	9.5	5 YEARS	6/01	110
LA PUMP-FILTER BACKWASH-S/N H7950524-2	4,126	413	0	9.5	5 YEARS	6/01	110
LA PUMP-FILTER PRECOAT-S/N H7950525-1	7,441	744	0	9.5	5 YEARS	6/01	110
LA PUMP-FILTER PRECOAT-S/N H7950525-2	7,441	744	0	9.5	5 YEARS	6/01	110
LA PUMP-FILTER SLUC LIQUOR BOOSTER	8,549	855	0	9.5	5 YEARS	6/01	110
LA PUMP-FILTER SLUC LIQUOR BOOSTER	8,549	855	0	9.5	5 YEARS	6/01	110

OCC033888

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 46D
LA PUMP-FIRST STAGE ACID CIRCULATING	15,871	1,587	0	9.5	5 YEARS	6/01	HO
LA PUMP-FRESH SULFURIC ACID UNLOADING	7,398	740	0	9.5	5 YEARS	6/01	HO
LA PUMP-FUEL OIL SPARE	11,901	1,190	1,190	9.5	5 YEARS	6/01	HO
LA PUMP-HYFO WASTE FEED	6,603	660	334	9.5	5 YEARS	6/01	HO
LA PUMP-LINE SLURRY	2,755	276	0	9.5	5 YEARS	6/01	HO
LA PUMP-LINE SLURRY-SPARE	2,755	276	0	9.5	5 YEARS	6/01	HO
LA PUMP-LINE UNLOADING	2,755	276	0	9.5	5 YEARS	6/01	HO
LA PUMP-HYDRATIC ACID UNLOADING	7,303	730	0	9.5	5 YEARS	6/01	HO
LA PUMP-OVERFLOW IMPURE CAUSTIC	10,937	1,094	0	9.5	5 YEARS	6/01	HO
LA PUMP-PHOSPHORIC ACID FEED	2,308	239	0	9.5	5 YEARS	6/01	HO
LA PUMP-PROCESS CONDENSATE	5,732	573	0	9.5	5 YEARS	6/01	HO
LA PUMP-PROCESS CONDENSATE	5,732	573	0	9.5	5 YEARS	6/01	HO
LA PUMP-PROCESS WATER BOOSTER	3,082	308	154	9.5	5 YEARS	6/01	HO
LA PUMP-PRODUCT COLUMN BOTTOMS	6,160	617	0	9.5	5 YEARS	6/01	HO
LA PUMP-PRODUCT COLUMN BOTTOMS	6,169	617	0	9.5	5 YEARS	6/01	HO
LA PUMP-PRODUCT COLUMN REBOILER	6,000	600	0	9.5	5 YEARS	6/01	HO
LA PUMP-PRODUCT COLUMN RECOILER	6,000	600	0	9.5	5 YEARS	6/01	HO
LA PUMP-PRODUCT COLUMN REFLUX	9,002	900	0	9.5	5 YEARS	6/01	HO
LA PUMP-PRODUCT COLUMN REFLUX	9,003	900	0	9.5	5 YEARS	6/01	HO
LA PUMP-PURE PROCESS COND.	12,003	1,200	0	9.5	5 YEARS	6/01	HO
LA PUMP-PURE PROCESS COND.	12,002	1,200	0	9.5	5 YEARS	6/01	HO
LA PUMP-REFUSE WATER-S/N H251B030	11,956	1,196	0	9.5	5 YEARS	6/01	HO
LA PUMP-SALT CYCLONE FEED NO.1	7,549	755	0	9.5	5 YEARS	6/01	HO
LA PUMP-SALT CYCLONE FEED NO.2	7,549	755	0	9.5	5 YEARS	6/01	HO
LA PUMP-SALT CYCLONE FEED NO.3	7,549	755	0	9.5	5 YEARS	6/01	HO
LA PUMP-SALT SLURRY-S/N H795D515-1	10,690	1,069	0	9.5	5 YEARS	6/01	HO
LA PUMP-SALT SLURRY-S/N H795D515-2	10,690	1,069	0	9.5	5 YEARS	6/01	HO
LA PUMP-SCREEN BOWL CENTER FEED	56,229	5,623	0	9.5	5 YEARS	6/01	HO
LA PUMP-SCREEN BOWL CENTER FEED	56,229	5,623	0	9.5	5 YEARS	6/01	HO
LA PUMP-SCREEN WASH	2,710	271	0	9.5	5 YEARS	6/01	HO
LA PUMP-SCRUBBER CIRCULATING	21,602	2,160	0	9.5	5 YEARS	6/01	HO
LA PUMP-SCRUBBER CIRCULATING	21,601	2,160	0	9.5	5 YEARS	6/01	HO
LA PUMP-SCRUBBER CIRCULATING	21,601	2,160	0	9.5	5 YEARS	6/01	HO
LA PUMP-SCRUBBER EFFLUENT	12,265	1,227	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL OIL SUPPLY	19,742	1,974	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL POT SCRUBBER	61,532	6,153	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL POT SCRUBBER	61,532	6,153	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL WATER CIRCULATING	3,980	398	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL WATER CIRCULATING	3,901	390	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL WATER SUPPLY	4,364	436	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL WATER SUPPLY	4,364	436	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL WATER SUPPLY-S/N 79130011	6,506	659	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL WATER-S/N H795D519-1	4,049	405	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEAL WATER-S/N H795D519-2	4,049	405	0	9.5	5 YEARS	6/01	HO
LA PUMP-SEPARATOR FEED-S/N 670685	5,367	537	0	9.5	5 YEARS	6/01	HO
LA PUMP-SODA ASH TRANSFER	5,547	555	0	9.5	5 YEARS	6/01	HO
LA PUMP-SODIUM SULFITE METERING	2,938	294	0	9.5	5 YEARS	6/01	HO
LA PUMP-SOLVENT CHARGE	11,825	1,183	0	9.5	5 YEARS	6/01	HO
LA PUMP-SOLVENT CIRCULATING	14,225	1,423	0	9.5	5 YEARS	6/01	HO
LA PUMP-SOLVENT CIRCULATING	14,224	1,422	0	9.5	5 YEARS	6/01	HO
LA PUMP-SPARE FOR 35G05A	5,248	525	262	9.5	5 YEARS	6/01	HO

OCC033889

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA PUMP-SPARE FOR 36G06A	3,082	308	154	9.5	5 YEARS	6/01	110
LA PUMP-SPENT ACID TRANSFER	5,231	523	0	9.5	5 YEARS	6/01	110
LA PUMP-SPENT ACID TRANSFER	5,221	522	0	9.5	5 YEARS	6/01	110
LA PUMP-SPENT SULFURIC ACID LOADING	10,651	1,065	0	9.5	5 YEARS	6/01	110
LA PUMP-STORM WATER	9,475	948	0	9.5	5 YEARS	6/01	110
LA PUMP-STORM WATER	9,475	948	0	9.5	5 YEARS	6/01	110
LA PUMP-STRIPPER EDUCTOR	9,183	918	0	9.5	5 YEARS	6/01	110
LA PUMP-STRIPPER EDUCTOR	9,183	918	0	9.5	5 YEARS	6/01	110
LA PUMP-STRIPPER OVERHEAD	14,471	1,447	0	9.5	5 YEARS	6/01	110
LA PUMP-STRIPPER OVERHEAD	14,471	1,447	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFATE PURGE-S/N H7950516-1	4,250	425	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFATE PURGE-S/N H7950516-2	4,251	425	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFITE SOLUTION	7,492	749	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFITE SOLUTION EMERGENCY	4,371	437	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFITE SOLUTION EMERGENCY	4,371	437	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFURIC ACID	4,739	474	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFURIC ACID	4,740	474	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFURIC ACID FEED	4,305	439	0	9.5	5 YEARS	6/01	110
LA PUMP-SULFURIC ACID FEED	4,305	439	0	9.5	5 YEARS	6/01	110
LA PUMP-TRANSFER 1ST.EFFECT	12,209	1,229	0	9.5	5 YEARS	6/01	110
LA PUMP-TRANSFER 3RD.FLASH EFFECT	11,592	1,159	0	9.5	5 YEARS	6/01	110
LA PUMP-TRANSFER 3RD.FLASH EFFECT	11,591	1,159	0	9.5	5 YEARS	6/01	110
LA PUMP-TRUCK SCALE SUHP	2,710	271	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM COLUMN BOTTOMS	14,531	1,453	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM COLUMN BOTTOMS	14,532	1,453	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM COLUMN REBOILER	6,819	682	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM COLUMN REBOILER	6,819	682	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM COLUMN REFLUX	14,169	1,417	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM COLUMN REFLUX	14,170	1,417	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM TANK PIT SUHP W/MOTOR	11,305	1,131	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM 115 VOLTS 60 HZ	704	70	0	9.5	5 YEARS	6/01	110
LA PUMP-VACUUM 115 VOLTS 60HZ.	704	70	0	9.5	5 YEARS	6/01	110
LA PUMP-WASH WATER CIRCULATING	5,070	507	0	9.5	5 YEARS	6/01	110
LA PUMP-WASH WATER CIRCULATING	5,070	507	0	9.5	5 YEARS	6/01	110
LA PUMP-WASH WATER FEED-S/N 305531	27,846	2,785	0	9.5	5 YEARS	6/01	110
LA PUMP-WASH WATER-S/N H7950513-1	5,043	504	0	9.5	5 YEARS	6/01	110
LA PUMP-WASH WATER-S/N H7950513-2	5,043	504	0	9.5	5 YEARS	6/01	110
LA PUMP-WASTE WATER STRIPPER BOTTOMS	4,331	433	0	9.5	5 YEARS	6/01	110
LA PUMP-WASTE WATER STRIPPER BOTTOMS	4,331	433	0	9.5	5 YEARS	6/01	110
LA PUMP-WASTE WATER STRIPPER OVERHEAD	7,403	749	0	9.5	5 YEARS	6/01	110
LA PUMP-WASTE WATER STRIPPER OVERHEAD	7,408	749	0	9.5	5 YEARS	6/01	110
LA PUMP-WATER BLASTER-S/N 791006A501	80,824	8,082	0	9.5	5 YEARS	6/01	110
LA PUMP-WEAK LIQUOR SUHP-S/N T56444	7,193	719	0	9.5	5 YEARS	6/01	110
LA PUMP-WEAK LIQUOR SUHP-S/N T56445	7,194	719	0	9.5	5 YEARS	6/01	110
LA PUMP-WET REWORK TANK	7,738	774	0	9.5	5 YEARS	6/01	110
LA PUMP-110 STAGE CAUSTIC CIRCULATING	15,796	1,580	0	9.5	5 YEARS	6/01	110
LA PUMP-1ST STAGE CAUSTIC CIRCULATING	22,437	2,244	0	9.5	5 YEARS	6/01	110
LA PUMP-2ND STAGE ACID CIRCULATING	15,797	1,580	0	9.5	5 YEARS	6/01	110
LA PUMP-2ND STAGE ACID CIRCULATING	15,796	1,580	0	9.5	5 YEARS	6/01	110
LA PUMP-2ND STAGE CAUSTIC CIRCULATING	15,797	1,580	0	9.5	5 YEARS	6/01	110
LA PUMP-2ND.EFFECT PREHEATER NO.1	6,031	603	0	9.5	5 YEARS	6/01	110

OCC033890

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA PUMP-2ND.EFFECT PREHEATER NO.1	6,031	603	0	9.5	5 YEARS	6/01	HO
LA PUMP-3RD.EFFECT PREHEATER	5,151	515	0	9.5	5 YEARS	6/01	HO
LA PUMP-3RD.EFFECT PREHEATER	5,151	515	0	9.5	5 YEARS	6/01	HO
LA PUMP-4G-1 LUDE OIL CIRCULATING	41,460	4,146	0	9.5	5 YEARS	6/01	HO
LA PUMP-4G-2 LUDE OIL CIRCULATING	41,460	4,146	0	9.5	5 YEARS	6/01	HO
LA PUMPS-BIOSLUDGE	2,036	204	0	9.5	5 YEARS	6/01	HO
LA PUMPS-BIOSLUDGE	2,037	204	0	9.5	5 YEARS	6/01	HO
LA PUMPS-BIOTREAT-FEED	6,001	600	0	9.5	5 YEARS	6/01	HO
LA PUMPS-BIOTREAT FEED	6,001	600	0	9.5	5 YEARS	6/01	HO
LA PUMPS-DISCHARGE WATER	15,634	1,563	0	9.5	5 YEARS	6/01	HO
LA PUMPS-DISCHARGE WATER	15,634	1,563	0	9.5	5 YEARS	6/01	HO
LA PUMPS-DISCHARGE WATER	15,634	1,563	0	9.5	5 YEARS	6/01	HO
LA PUMPS-EFFLUENT TREATED WASTE WATER	11,771	1,177	0	9.5	5 YEARS	6/01	HO
LA PUMPS-EFFLUENT TREATED WASTE WATER	11,771	1,177	0	9.5	5 YEARS	6/01	HO
LA PUMPS-FILTER FEED	5,936	594	0	9.5	5 YEARS	6/01	HO
LA PUMPS-FILTER FEED	5,936	594	0	9.5	5 YEARS	6/01	HO
LA PUMPS-PRIMARY CLARIFIED LIQUID	6,091	609	0	9.5	5 YEARS	6/01	HO
LA PUMPS-PRIMARY CLARIFIED LIQUID	6,091	609	0	9.5	5 YEARS	6/01	HO
LA PUMPS-PRIMARY WASTE WATER CLARIFIER	5,930	593	0	9.5	5 YEARS	6/01	HO
LA PUMPS-PRIMARY WASTE WATER CLARIFIER	5,931	593	0	9.5	5 YEARS	6/01	HO
LA RACK-FORTABLE ANODE HOLDING	6,249	625	0	9.5	5 YEARS	6/01	HO
LA RACK-FORTABLE ANODE HOLDING	6,249	625	0	9.5	5 YEARS	6/01	HO
LA RAILROAD SIDING-8030 FT.	1,692,000	169,200	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITOR 15KV 9I	73,219	7,322	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITOR 15KV 9K	73,219	7,322	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITOR 15KV 9L	21,753	2,175	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9A	73,219	7,322	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9B	21,753	2,175	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9D	21,753	2,175	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9C	73,219	7,322	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9F	21,753	2,175	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9G	73,219	7,322	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9H	21,753	2,175	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPACITORS 15KV 9J	21,753	2,175	0	9.5	5 YEARS	6/01	HO
LA REACTOR AND CAPICITORS 15KV 9E	73,219	7,322	0	9.5	5 YEARS	6/01	HO
LA REACTOR-EDC WITH COOLER 6E01A	742,215	74,222	0	9.5	5 YEARS	6/01	HO
LA REACTOR-EDC WITH COOLER 6E01B	741,956	74,196	0	9.5	5 YEARS	6/01	HO
LA RECOILER-DRYING COLUMN	59,050	5,905	0	9.5	5 YEARS	6/01	HO
LA RECOILER-DRYING COLUMN	59,048	5,905	0	9.5	5 YEARS	6/01	HO
LA RECOILER-PRODUCT COLUMN	67,564	6,756	0	9.5	5 YEARS	6/01	HO
LA RECOILER-PRODUCT COLUMN	134,338	13,434	0	9.5	5 YEARS	6/01	HO
LA RECOILER-PRODUCT COLUMN	134,338	13,434	0	9.5	5 YEARS	6/01	HO
LA RECOILER-STRIPPER	19,706	1,979	0	9.5	5 YEARS	6/01	HO
LA RECOILER-STRIPPER	19,705	1,979	0	9.5	5 YEARS	6/01	HO
LA RECOILER-VACUUM COLUMN	67,564	6,756	0	9.5	5 YEARS	6/01	HO
LA RECEIVER - PAD AIR	10,797	1,080	0	9.5	5 YEARS	6/01	HO
LA RECEIVER-BREATHING AIR	17,469	1,747	0	9.5	5 YEARS	6/01	HO
LA RECEIVER-PLANT AND INSTRUMENT AIR	21,934	2,193	0	9.5	5 YEARS	6/01	HO
LA RECORDER-FORTABLE IMAGING	1,565	157	0	9.5	5 YEARS	6/01	HO
LA RECORDER-FORTABLE MINIATURE	1,793	179	0	9.5	5 YEARS	6/01	HO
LA RECORDER AND CONTROL PACKAGE	336,087	33,609	0	9.5	5 YEARS	6/01	HO

OCC033891

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 480
LA SHOP EQUIP. & TOOLS-ENGR SHOPS	6,655	666	0	9.5	5 YEARS	6/81	110
LA SIMULATOR-S/H 307	815	82	0	9.5	5 YEARS	6/81	110
LA SKINNER FOR 6Q-3	18,883	1,880	0	9.5	5 YEARS	6/81	110
LA SKINNER FOR 6Q-3	18,883	1,880	0	9.5	5 YEARS	6/81	110
LA SOFTENER ZEOLITE	55,248	5,525	0	9.5	5 YEARS	6/81	110
LA SOFTENER ZEOLITE	55,247	5,525	0	9.5	5 YEARS	6/81	110
LA SPIROMETER-S/H 212	6,483	640	0	9.5	5 YEARS	6/81	110
LA STACK FLOW GAS	615,310	61,531	61,531	9.5	5 YEARS	6/81	110
LA STAND ANODE-GRID BASE ASSEMBLY	3,245	325	0	9.5	5 YEARS	6/81	110
LA STAND FINAL ASSEMBLY	3,054	305	0	9.5	5 YEARS	6/81	110
LA STAND FINAL ASSEMBLY	3,054	305	0	9.5	5 YEARS	6/81	110
LA STAND-CATHODE TAPING	4,591	459	0	9.5	5 YEARS	6/81	110
LA STEADY REST FOR SOUTH BEND LATHE	500	50	0	9.5	5 YEARS	6/81	110
LA STRIPPER ALUMINA W/TRAYS	130,804	13,080	0	9.5	5 YEARS	6/81	110
LA STRIPPER-EDC	80,103	8,010	0	9.5	5 YEARS	6/81	110
LA STRIPPER-WASTE WATER	78,119	7,812	0	9.5	5 YEARS	6/81	110
LA SUD COOLER ALUMINA	12,645	1,265	0	9.5	5 YEARS	6/81	110
LA SUBSTATION 230KV MAIN	2,326,702	232,670	0	9.5	5 YEARS	6/81	110
LA SURF-WEAK LIQUOR	36,920	3,692	0	9.5	5 YEARS	6/81	110
LA SIMULATOR-PRECISION TRANSDUCER	837	84	0	9.5	5 YEARS	6/81	110
LA SWITCH-INTERRUPTER	250,885	25,089	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR 15KV FUSE PROCS AREA Z1B	28,784	2,878	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR 15KV FUSE PROCS AREA Z2B	28,784	2,878	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR 15KV FUSE Z1F	28,784	2,878	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR 15KV FUSE Z2F	28,784	2,878	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR 15V FUSE OFFSET Z2E	28,784	2,878	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR 400V PROCESS AREA X1-X2	166,787	16,679	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR-15KV CLASS	787,058	78,706	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR-400V OFFSITE AREA X7	104,844	10,484	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR-400V OFFSITE AREA X8	86,935	8,694	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR-400V PROCESS AREA X3-X4	132,525	13,253	0	9.5	5 YEARS	6/81	110
LA SWITCHGEAR-400V UTILITY AREA X5-X6	169,957	16,996	0	9.5	5 YEARS	6/81	110
LA SWITCHGR/INTL CTR 5KV PROC V3-V4	321,536	32,154	0	9.5	5 YEARS	6/81	110
LA SWITCHGR/INTL CTR 5KV UTLY V1-V2	321,536	32,154	0	9.5	5 YEARS	6/81	110
LA SYNTHESIZER FREQUENCY	514	51	0	9.5	5 YEARS	6/81	110
LA SYSTEM COOLING WATER CHEMICAL TREAT	30,603	3,060	0	9.5	5 YEARS	6/81	110
LA SYSTEM PHOSPHATE FEED	16,346	1,635	0	9.5	5 YEARS	6/81	110
LA SYSTEM-BIOTRETER AERATION	19,418	1,942	0	9.5	5 YEARS	6/81	110
LA TANK - EDC SLOP	22,769	2,277	0	9.5	5 YEARS	6/81	110
LA TANK - EDC STORAGE	750,680	75,068	0	9.5	5 YEARS	6/81	110
LA TANK - EDC STORAGE	755,960	75,596	0	9.5	5 YEARS	6/81	110
LA TANK - EDC STORAGE	750,375	75,038	0	9.5	5 YEARS	6/81	110
LA TANK - REGULAR CAUSTIC STORAGE	702,513	70,251	0	9.5	5 YEARS	6/81	110
LA TANK - REGULAR CAUSTIC STORAGE	702,513	70,251	0	9.5	5 YEARS	6/81	110
LA TANK - REGULAR CAUSTIC STORAGE	702,513	70,251	0	9.5	5 YEARS	6/81	110
LA TANK - REGULAR CAUSTIC STORAGE	702,513	70,251	0	9.5	5 YEARS	6/81	110
LA TANK BRINE ACIDIZING	37,512	3,751	0	9.5	5 YEARS	6/81	110
LA TANK BRINE RESATURATOR	212,299	21,230	0	9.5	5 YEARS	6/81	110
LA TANK BRINE TRIT CELL LIQUOR FEED	18,471	1,847	0	9.5	5 YEARS	6/81	110
LA TANK CARBONATE LIQUOR FEED	71,355	7,136	0	9.5	5 YEARS	6/81	110
LA TANK CATCHALL-S/H A-2893	21,508	2,159	0	9.5	5 YEARS	6/81	110

OCC033894

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	AOR HDPPOINT	RECOVERY CLS	SVC DATE	SEC 40D
LA TANK CHLORINE CONDENSATE SATURATOR	152,850	15,285	0	9.5	5 YEARS	6/01	HO
LA TANK CORROSION INHIBITOR STORAGE	41,870	4,187	0	9.5	5 YEARS	6/01	HO
LA TANK DROP OUT-S/H A-2096	62,028	6,203	0	9.5	5 YEARS	6/01	HO
LA TANK FILTER BACKWASH RECEIVER	181,004	18,100	0	9.5	5 YEARS	6/01	HO
LA TANK HCL NO.1	70,870	7,087	0	9.5	5 YEARS	6/01	HO
LA TANK HCL NO.2	70,870	7,087	0	9.5	5 YEARS	6/01	HO
LA TANK HOT PROCESS NO.1	467,511	46,751	0	9.5	5 YEARS	6/01	HO
LA TANK HOT PROCESS NO.2	473,204	47,320	0	9.5	5 YEARS	6/01	HO
LA TANK HYDROGEN CONDENSATE COLLECTION	9,930	994	0	9.5	5 YEARS	6/01	HO
LA TANK PREMIX-S/H A-2892	109,314	10,931	0	9.5	5 YEARS	6/01	HO
LA TANK PURGE HOLD	21,566	2,157	0	9.5	5 YEARS	6/01	HO
LA TANK PURIFIED CAUSTIC NO.1	79,696	7,970	0	9.5	5 YEARS	6/01	HO
LA TANK PURIFIED CAUSTIC NO.2	83,467	8,347	0	9.5	5 YEARS	6/01	HO
LA TANK PURIFIED WASTE NO.1	66,878	6,688	0	9.5	5 YEARS	6/01	HO
LA TANK PURIFIED WASTE NO.2	66,878	6,688	0	9.5	5 YEARS	6/01	HO
LA TANK PURIFIED WASTE NO.3	66,878	6,688	0	9.5	5 YEARS	6/01	HO
LA TANK PURIFIED WASTE NO.4	66,878	6,688	0	9.5	5 YEARS	6/01	HO
LA TANK SALT DISSOLVING NO.1	213,574	21,357	0	9.5	5 YEARS	6/01	HO
LA TANK SALT DISSOLVING NO.2	215,489	21,549	0	9.5	5 YEARS	6/01	HO
LA TANK SPLITTER BOX RECOVERED SALT	6,296	630	0	9.5	5 YEARS	6/01	HO
LA TANK SULFURIC ACID STORAGE	27,105	2,711	0	9.5	5 YEARS	6/01	HO
LA TANK TREATED BRINE STORAGE NO.1	364,243	36,424	0	9.5	5 YEARS	6/01	HO
LA TANK TREATED BRINE STORAGE NO.2	360,115	36,012	0	9.5	5 YEARS	6/01	HO
LA TANK TREATED CHEMICAL STORAGE	17,146	1,715	0	9.5	5 YEARS	6/01	HO
LA TANK TREATED WATER STORAGE	242,752	24,275	0	9.5	5 YEARS	6/01	HO
LA TANK UTILITY WATER	347,700	34,770	0	9.5	5 YEARS	6/01	HO
LA TANK VACUUM-S/H A-2095	136,504	13,650	0	9.5	5 YEARS	6/01	HO
LA TANK 50 PER CENT CAUSTIC FEED NO.1	85,125	8,513	0	9.5	5 YEARS	6/01	HO
LA TANK-ABSORBENT RECYCLE	73,822	7,382	3,691	9.5	5 YEARS	6/01	HO
LA TANK-AMMONIA REMOVAL	38,659	3,866	0	9.5	5 YEARS	6/01	HO
LA TANK-ASBESTOS MIXING	10,056	1,006	0	9.5	5 YEARS	6/01	HO
LA TANK-BIOTREAT EQUALIZATION	179,235	17,924	0	9.5	5 YEARS	6/01	HO
LA TANK-BOILOUT	549,020	54,902	0	9.5	5 YEARS	6/01	HO
LA TANK-BY-PRODUCT STORAGE	103,928	10,393	0	9.5	5 YEARS	6/01	HO
LA TANK-CARBON TETRACHLORIDE STORAGE	21,669	2,167	0	9.5	5 YEARS	6/01	HO
LA TANK-CATHODE RIISE	5,536	554	0	9.5	5 YEARS	6/01	HO
LA TANK-CATHODE STORAGE	16,123	1,612	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC COOLING NO.1	172,590	17,259	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC COOLING NO.2	172,590	17,259	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC COOLING NO.3	172,590	17,259	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC COOLING NO.4	178,220	17,822	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC COOLING NO.5	178,220	17,822	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC COOLING NO.6	178,770	17,877	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC COOLING NO.7	178,770	17,877	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC LIQUOR SUMP LINER	108,140	10,814	0	9.5	5 YEARS	6/01	HO
LA TANK-CAUSTIC RUNDOWN 50 PER CENT	73,330	7,333	0	9.5	5 YEARS	6/01	HO
LA TANK-CELL LIQUOR	10,636	1,064	0	9.5	5 YEARS	6/01	HO
LA TANK-CELL LIQUOR NO.1	486,430	48,643	0	9.5	5 YEARS	6/01	HO
LA TANK-CELL LIQUOR NO.2	486,430	48,643	0	9.5	5 YEARS	6/01	HO
LA TANK-CELL LIQUOR SUMP-S/H 13041	372,689	37,269	0	9.5	5 YEARS	6/01	HO
LA TANK-CHILLED WATER STORAGE DRUM	62,643	6,264	0	9.5	5 YEARS	6/01	HO

OCC033895

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 43D
LA TANK-CHLORINE EMERGENCY SCRUBBER	151,910	15,191	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE EMERGENCY SCRUBBER	151,910	15,191	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE EXPANSION DRUM	4,366	437	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE EXPANSION DRUM	8,212	821	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE EXPANSION DRUM	8,212	821	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE EXPANSION DRUM	2,388	239	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE EXPANSION DRUM	2,387	239	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE EXPANSION DRUM	3,622	362	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE STORAGE DRUM	348,450	34,845	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE STORAGE DRUM	348,450	34,845	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE STORAGE DRUM	348,450	34,845	0	9.5	5 YEARS	6/01	NO
LA TANK-CHLORINE STORAGE DRUM	348,450	34,845	0	9.5	5 YEARS	6/01	NO
LA TANK-CONTAMINATED WATER	250,342	25,034	0	9.5	5 YEARS	6/01	NO
LA TANK-COPPER SULFATE SOLUTION	16,913	1,691	0	9.5	5 YEARS	6/01	NO
LA TANK-CRUDE EDC	210,320	21,032	0	9.5	5 YEARS	6/01	NO
LA TANK-CRUDE EDC	210,320	21,032	0	9.5	5 YEARS	6/01	NO
LA TANK-DIAMBRAGM DEPOSITING	71,015	7,102	0	9.5	5 YEARS	6/01	NO
LA TANK-DRY REMORK	77,520	7,752	0	9.5	5 YEARS	6/01	NO
LA TANK-EVACUATION COMP SEPARATOR	9,894	989	0	9.5	5 YEARS	6/01	NO
LA TANK-EVACUATION COMP SUCT KO DRUM	8,302	830	0	9.5	5 YEARS	6/01	NO
LA TANK-EVAPORATOR FEED	261,035	26,104	0	9.5	5 YEARS	6/01	NO
LA TANK-FEED	91,040	9,104	4,592	9.5	5 YEARS	6/01	NO
LA TANK-FILTER BACKWASH	129,250	12,925	0	9.5	5 YEARS	6/01	NO
LA TANK-FILTER FEED	162,561	16,256	0	9.5	5 YEARS	6/01	NO
LA TANK-HOTWELL	41,160	4,116	0	9.5	5 YEARS	6/01	NO
LA TANK-HYPO DECAT	134,126	13,413	0	9.5	5 YEARS	6/01	NO
LA TANK-HYPO WASTE LIQUOR STORAGE	55,968	5,597	2,798	9.5	5 YEARS	6/01	NO
LA TANK-IMPURE PROCESS CONDENSATE	87,677	8,768	0	9.5	5 YEARS	6/01	NO
LA TANK-LIQUEFACTION KNOCK OUT DRUM	32,902	3,290	0	9.5	5 YEARS	6/01	NO
LA TANK-LIQUOR FLASH-S/H H-7937-1	84,217	8,422	0	9.5	5 YEARS	6/01	NO
LA TANK-LIQUOR FLASH-S/H H-7937-2	86,947	8,695	0	9.5	5 YEARS	6/01	NO
LA TANK-LIQUOR FLASH-S/H H-7937-3	86,947	8,695	0	9.5	5 YEARS	6/01	NO
LA TANK-MODIFIER MIXING	13,112	1,311	0	9.5	5 YEARS	6/01	NO
LA TANK-PRECOAT	85,794	8,579	0	9.5	5 YEARS	6/01	NO
LA TANK-PURE PROCESS CONDENSATE	77,097	7,710	0	9.5	5 YEARS	6/01	NO
LA TANK-PURIFIED CAUSTIC STOPAGE	707,778	70,778	0	9.5	5 YEARS	6/01	NO
LA TANK-PURIFIED CAUSTIC STORAGE	706,810	70,681	0	9.5	5 YEARS	6/01	NO
LA TANK-REUSE WATER	87,677	8,768	0	9.5	5 YEARS	6/01	NO
LA TANK-SALT SLURRY	116,880	11,688	0	9.5	5 YEARS	6/01	NO
LA TANK-SCUM PRIMARY CLARIFIER	18,449	1,845	0	9.5	5 YEARS	6/01	NO
LA TANK-SCUM SECONDARY CLARIFIER	17,905	1,791	0	9.5	5 YEARS	6/01	NO
LA TANK-SEAL POT SCRUBBER CAUSTIC SUP	57,267	5,727	0	9.5	5 YEARS	6/01	NO
LA TANK-SEAL WATER STOPAGE	15,103	1,510	0	9.5	5 YEARS	6/01	NO
LA TANK-SODA ASH BATCH NO.1	69,760	6,976	0	9.5	5 YEARS	6/01	NO
LA TANK-SODA ASH BATCH NO.2	69,760	6,976	0	9.5	5 YEARS	6/01	NO
LA TANK-SODIUM SULFIDE	6,352	635	0	9.5	5 YEARS	6/01	NO
LA TANK-SOLID CONL CENTRIFUGE FEED	217,230	21,723	0	9.5	5 YEARS	6/01	NO
LA TANK-SOLVENT	29,640	2,964	0	9.5	5 YEARS	6/01	NO
LA TANK-SPENT ACID DRUM-S/H 3649A	29,714	2,971	0	9.5	5 YEARS	6/01	NO
LA TANK-SPENT ACID DRUM-S/H 3649B	29,714	2,971	0	9.5	5 YEARS	6/01	NO
LA TANK-SUCTION CHILLER BOTTOMS DRUM	19,039	1,904	0	9.5	5 YEARS	6/01	NO

OCC033896

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
IA TANK-SULFATE LEACHING	238,518	23,852	0	9.5	5 YEARS	6/01	110
IA TANK-SULFATE PURGE SETTLER	40,714	4,071	0	9.5	5 YEARS	6/01	110
IA TANK-SULFITE SOLUTION	33,179	3,318	0	9.5	5 YEARS	6/01	110
IA TANK-SULFURIC ACID STORAGE DRUM	45,559	4,556	0	9.5	5 YEARS	6/01	110
IA TANK-SULFURIC ACID STORAGE DRUM	45,559	4,556	0	9.5	5 YEARS	6/01	110
IA TANK-WASTE CHLORINE GAS-S/N D-1392	32,515	3,252	0	9.5	5 YEARS	6/01	110
IA TANK-WEAK LIQUOR SUMP LINER	45,234	4,523	0	9.5	5 YEARS	6/01	110
IA TANK-WET EDC REWORK	101,855	10,186	0	9.5	5 YEARS	6/01	110
IA TANK-WET GAS MIST ELIMINATOR	71,950	7,195	0	9.5	5 YEARS	6/01	110
IA TANK-WET GAS MIST ELIMINATOR	71,949	7,195	0	9.5	5 YEARS	6/01	110
IA TANK-30 BENTLEY NEVADA	1,010	101	0	9.5	5 YEARS	6/01	110
IA TANK-00 BENTLEY NEVADA	1,354	135	0	9.5	5 YEARS	6/01	110
IA TAPER ATTACHMENT FOR S.BEND LATHE	1,665	167	0	9.5	5 YEARS	6/01	110
IA TERMINAL PACKAGE ACCESSORY	1,925	193	0	9.5	5 YEARS	6/01	110
IA TESTER BOOT AND GLOVE ASSEMBLY	17,833	1,783	0	9.5	5 YEARS	6/01	110
IA TESTER-DEAD WEIGHT	1,093	109	0	9.5	5 YEARS	6/01	110
IA TESTER-PORTABLE OIL	1,456	146	0	9.5	5 YEARS	6/01	110
IA THREADER-COLLINS PIPE	2,461	246	0	9.5	5 YEARS	6/01	110
IA TITRATOR-MOISTURE SH-43530	5,007	509	0	9.5	5 YEARS	6/01	110
IA TOOL HOLDER FOR SOUTH BEND LATHE	565	57	0	9.5	5 YEARS	6/01	110
IA TOWER COOLING	1,450,303	145,030	0	9.5	5 YEARS	6/01	110
IA TOWER-CARBONATION NO.1	182,265	18,227	0	9.5	5 YEARS	6/01	110
IA TOWER-CARBONATION NO.2	185,715	18,572	0	9.5	5 YEARS	6/01	110
IA TOWER-CHLORINE DRYING	332,976	33,298	0	9.5	5 YEARS	6/01	110
IA TOWER-CHLORINE DRYING-S/N 3243-1	333,226	33,323	0	9.5	5 YEARS	6/01	110
IA TRAILER FOR CHLORINE CELLS	7,400	740	0	9.5	5 YEARS	6/01	110
IA TRAILER FOR CHLORINE CELLS	7,400	740	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER RECTIFIER	363,406	36,341	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER RECTIFIER	363,406	36,341	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER RECTIFIER	363,406	36,341	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER RECTIFIER	363,406	36,341	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER RECTIFIER	363,406	36,341	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER RECTIFIER	363,406	36,341	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER 1000KV AMPS ADMIN X10	16,635	1,664	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER 1000KV AMPS DOCK X9	16,767	1,677	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER 1000KV AMPS RR X11	16,635	1,664	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER 5000KV AMPS PROCESS V2	49,136	4,914	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-MULTI TAP CURRENT	578	58	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-2000KV AMPS OFFSITE X7	20,759	2,076	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-2000KV AMPS PROCESS X1	20,759	2,076	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-2000KV AMPS PROCESS X2	20,759	2,076	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-2000KV AMPS PROCESS X3	20,759	2,076	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-2000KV AMPS PROCESS X4	20,759	2,076	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-2000KV AMPS UTILITY X5	20,759	2,076	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-2000KV AMPS UTILITY X6	20,759	2,076	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-230/13.8KV POWER	791,961	79,196	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-230/13.8KV POWER	791,961	79,196	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-5000KV AMPS PROCESS V1	49,136	4,914	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-5000KV AMPS UTILITY V3	49,136	4,914	0	9.5	5 YEARS	6/01	110
IA TRANSFORMER-5000KV AMPS UTILITY V4	49,136	4,914	0	9.5	5 YEARS	6/01	110
IA TRUCK-HYDRAULIC LIFT PALLET	500	50	0	9.5	5 YEARS	6/01	110

OCC033897

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SCC 400
LA TUBE-LONERING	75,370	7,537	7,537	9.5	5 YEARS	6/01	110
LA TURBIDIMETER	827	83	0	9.5	5 YEARS	6/01	110
LA TURBIDIMETER 115/220 VOLTS	774	77	0	9.5	5 YEARS	6/01	110
LA UNLOADER ROTARY WET ASH	42,990	4,299	2,150	9.5	5 YEARS	6/01	110
LA VALVE-SLUICE GATE	10,591	1,059	0	9.5	5 YEARS	6/01	110
LA VIDEO DISPLAY UNIT	1,175	118	0	9.5	5 YEARS	6/01	110
LA VIBRATOR-INFRARED	8,475	840	0	9.5	5 YEARS	6/01	110
LA VOLTMETER-DC MILLIVOLT	1,169	117	0	9.5	5 YEARS	6/01	110
LA WASHER CATHODE H/PUMP	80,318	8,032	0	9.5	5 YEARS	6/01	110
LA WATER-CLARIFIER	342,393	34,239	0	9.5	5 YEARS	6/01	110
LA WIRING TO RUN PH READOUT	1,965	197	0	9.5	5 YEARS	8/01	110
LA WIRING-ELECTRICAL COAL HANDLING	669,900	66,990	66,990	9.5	5 YEARS	6/01	110
LA WIRING-ELECTRICAL-FLUE GAS DESUL	430,400	43,040	21,520	9.5	5 YEARS	6/01	110
LA WORK BENCHES & CABINETS-ENGR.SHOPS	14,164	1,416	0	9.5	5 YEARS	6/01	110
LA WRENCH-IMPACT	1,175	118	0	9.5	5 YEARS	6/01	110
LA WRENCH-IMPACT	1,240	124	0	9.5	5 YEARS	6/01	110
LA WRENCH-IMPACT	1,175	118	0	9.5	5 YEARS	6/01	110
LA WRENCH-IMPACT	1,240	124	0	9.5	5 YEARS	6/01	110
LA 108-DIAMRAGH TYPE CHLORINE CELLS	6,241,392	624,139	0	9.5	5 YEARS	6/01	110
LA 108-DIAMRAGH TYPE CHLORINE CELLS	6,241,393	624,139	0	9.5	5 YEARS	6/01	110
LA 15-GREEN STOOLS	715	72	0	9.5	5 YEARS	6/01	110
LA 3 JAW CHUCK FOR SOUTH BEIND LATHE	1,464	146	0	9.5	5 YEARS	6/01	110
LA 3-ORANGE BICYCLES AND 1-RACK	667	67	0	9.5	5 YEARS	6/01	110
LA 4 JAW CHUCK FOR SOUTH BEIND LATHE	1,060	106	0	9.5	5 YEARS	6/01	110
LA 4-BLUE BICYCLES	960	97	0	9.5	5 YEARS	6/01	110
LA 41-BICYCLES AND 2 RACKS	7,032	703	0	9.5	5 YEARS	6/01	110
LA 5-BICYCLES	650	65	0	9.5	5 YEARS	6/01	110
LA 6-BLACK BICYCLES AND 1-RACK	1,193	119	0	9.5	5 YEARS	6/01	110
LA 6-BLUE BICYCLES	985	99	0	9.5	5 YEARS	6/01	110
LA 8 INCH PIPE SPOOL BLOCK VALVE	810	81	0	9.5	5 YEARS	10/01	110
LA 8-ORANGE BICYCLES AND 1-RACK	1,450	145	0	9.5	5 YEARS	6/01	110
TOTAL ADR-MIDPOINT	220,165,406	22,016,613	2,260,875				
LA AUTOMATIC PAGING TERMINAL	7,816	782	0	10.0	5 YEARS	6/01	110
LA BLUEPRINT MACHINE-S/H 1049	2,999	300	0	10.0	5 YEARS	6/01	110
LA BOARD-BULLETIN	1,000	100	0	10.0	5 YEARS	6/01	110
LA BOARD-SCHEDULING 48 X 96 MAGNETIC	892	89	0	10.0	5 YEARS	6/01	110
LA BOARD-SCHEDULING 48 X 96 MAGNETIC	892	89	0	10.0	5 YEARS	6/01	110
LA BOARDS BULLETIN-36 X 60	1,331	133	0	10.0	5 YEARS	6/01	110
LA CADDY RACK W/GUIDES&CARRIER STRIPS	550	55	0	10.0	5 YEARS	6/01	110
LA CADDY RACK W/GUIDES&CARRIER STRIPS	550	55	0	10.0	5 YEARS	6/01	110
LA CADDY RACK W/GUIDES&CARRIER STRIPS	550	55	0	10.0	5 YEARS	6/01	110
LA CADDY RACK W/GUIDES&CARRIER STRIPS	550	55	0	10.0	5 YEARS	6/01	110
LA CAMERA-ID PHOTO	2,696	270	0	10.0	5 YEARS	6/01	110
LA CASE-DIRECTORY DISPLAY	2,509	251	0	10.0	5 YEARS	6/01	110
LA CHARGER-RADIO	596	60	0	10.0	5 YEARS	6/01	110
LA CHECK SIGNER MODEL 150	1,892	189	0	10.0	5 YEARS	8/01	110
LA COMMUNICATIONS SYSTEMS-INSTALLATION	10,954	1,095	0	10.0	5 YEARS	6/01	110
LA CONTROLLER-S/H D2-009927-ADD COST	164	16	0	10.0	5 YEARS	6/01	110
LA CRT TERMINAL-S/H V1H-010909	1,874	187	0	10.0	5 YEARS	6/01	110

OCC033898

STATE DESCRIPTION	ADJ BASIS	REGULAR ITC	ENERGY ITC	ADR MIDPOINT	RECOVERY CLS	SVC DATE	SEC 400
LA RUG-KERMAN ACO 10X13-9 W/PAD	1,049	105	0	10.0	5 YEARS	6/01	NO
LA RUG-KERMAN ACO 10X13-9 W/PAD	1,050	105	0	10.0	5 YEARS	6/01	NO
LA RUG-ULTRAMAR 6-7X9 W/PAD	955	96	0	10.0	5 YEARS	6/01	NO
LA RUG-ULTRAMAR 6-7X9 W/PAD	955	96	0	10.0	5 YEARS	6/01	NO
LA SCALE POSTAGE-S/II 001364-ADD COST	552	55	0	10.0	5 YEARS	6/01	NO
LA SCREEN-PROJECTION	074	07	0	10.0	5 YEARS	6/01	NO
LA TABLE W/FOLDING W/BENCHES	510	52	0	10.0	5 YEARS	6/01	NO
LA TABLE-FOLDING W/BENCHES	510	52	0	10.0	5 YEARS	6/01	NO
LA TRANSFORMER-VOLTAGE STABILIZING	3,741	374	0	10.0	5 YEARS	6/01	NO
LA WALKIE-TALKIE INTRINSICALLY SAFE	1,061	106	0	10.0	5 YEARS	6/01	NO
LA 2-SIDE CHAIRS	735	74	0	10.0	5 YEARS	6/01	NO
TOTAL ADR-MIDPOINT	190,626	19,855	0				
TOTAL STATE	220,364,032	22,036,460	2,260,075				
TOTAL GRAND TOTAL	220,364,032	22,036,460	2,260,075				

READ 393157 RECORDS, EXTRACTED 001436 RECORDS, PRINTED 001436 RECORDS

OCC033900

SCHEDULE 8.16 (1)

ALLOCATION OF PURCHASE PRICE

Business Lines

Chlor-alkali	\$259,400,000
Soda Products Other Than Chrome	33,000,000
Chrome	38,000,000
Process Chemicals	38,000,000
Textile Care Industries	6,600,000

	\$375,000,000

Equity Companies	36,132,672

Total	\$411,132,672
	=====

OCC033901

SCHEDULE 9.01

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Corporation
and
Oxy-Diamond Alkali Corporation

SURVIVAL OF REPRESENTATIONS AND WARRANTIES



OCC033902

Schedule 9.01

1. Each of the representations and warranties contained in the following Sections of the Stock Purchase Agreement shall terminate and be of no further force and effect from and after the Closing except for claims made with respect to such representation or warranty prior to such date:

2.07(b)	2.14(c)	3.06
2.07(c)	2.14(d)	3.07
2.07(e)	2.14(e)	3.10
2.14(b)	3.04	

2. Each of the representations and warranties contained in the following Sections of the Stock Purchase Agreement shall terminate and be of no further force and effect from and after the first anniversary of the Closing Date except for claims made with respect to such representation or warranty prior to such date:

2.13	2.19
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3. Each of the representations and warranties contained in the following Sections of the Stock Purchase Agreement shall terminate and be of no further force and effect from and after the second anniversary of the Closing Date except for claims made with respect to such representation or warranty prior to such date:

2.07(a)	2.12	2.17
2.09	2.15	2.22
2.11	2.16	2.24

4. Each of the representations and warranties contained in the following Sections of the Stock Purchase Agreement shall terminate and be of no further force and effect from and after the third anniversary of the Closing Date except for claims made with respect to such representation or warranty prior to such date:

2.07(g)
2.18

5. Each of the representations and warranties contained in the following Sections of the Stock Purchase Agreement shall terminate and be of no further force and effect from and after the fifth anniversary of the Closing Date except for claims made with respect to such representation or warranty prior to such date:

2.06	2.08	3.03	2.14(a)
2.07(d)	2.10		

6. All other representations and warranties contained in the Stock Purchase Agreement shall survive the Closing and remain in full force and effect indefinitely.

OCC033903

SCHEDULE 9.03(a)(iv)

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Corporation
and
Oxy-Diamond Alkali Corporation

INACTIVE SITES

OCC034323

SCHEDULE 9.03(a)(iv)

INACTIVE SITES

Former Chemical Plant Sites

1. Montgomery, AL
2. Tuscaloosa, AL
3. Tuscumbia, AL
4. Pine Bluff Arsenal, AR
5. Van Buren, AR
6. Redwood City, CA
7. Emeryville, CA
8. Oxnard, CA (limited to the polyester resins plant purchased by Koppers Corporation from DSCC)
9. Fresno, CA
10. Los Angeles, CA
11. Greenwich, CT
12. Stratford, CT
13. West Haven, CT
14. Delaware City, DE (limited to the PVC plant and the PVC treatment facilities purchased by Ethyl Corporation)
15. Naples, FL
16. Palm Beach, FL
17. Atlanta, IL
18. Franklin Park, IL
19. Joliet, IL
20. Frankfort, IL
21. Elkhart, IN
22. Evansville, IN
23. Des Moines, IA
24. Louisville, KY
25. Murtis, LA
26. Shiever, LA
27. Baltimore, MD (manganese and yeast plants)
28. Edgewood Arsenal, MD
29. Rodgers City, MI
30. Minneapolis, MN
31. St. Louis, MO
32. Maryland Heights, MO
33. Salisbury, NC
34. Ralston, NE
35. Bayonne, NJ
36. Clifford, NJ

OCC034324

37. Kearny, NJ
38. Linden, NJ
39. Newark, NJ
40. North Arlington, NJ
41. Plainfield, NJ
42. Princeton, NJ
43. Brooklyn, NY
44. Fairport Harbor, OH
45. Painesville, OH
46. Chardon, OH
47. Spencerville, OH
48. Solon, OH
49. Bessemer, PA
50. Bristol, PA
51. Mountain Top, PA
52. Neville Island, PA
53. Philadelphia, PA
54. Chattanooga, TN
55. Greens Bayou, TX
56. La Porte, TX (limited to vinyl chloride monomer and EDC plant (Independence Plant) now owned by B. F. Goodrich and polypropylene plant owned by Arco)
57. Deer Park, TX (limited to PVC reactors purchased by B. F. Goodrich by Agreement dated December 31, 1981)
58. Terlingua, TX
59. Waco, TX
60. Wausau, WI
61. Kingwood, WV

Commercial Waste Disposal Sites

1. Duane Marine (NJ)
2. Flemington Landfill (NC)
3. Gaess Environmental (NJ)
4. Kingsville Township Dump (OH)
5. Madison (NJ)
6. Modern Transportation (NJ)
7. SCA-Oswego (NY)
8. Scientific Chemical Processing, Inc. - Newark and Carlstadt (NJ)
9. Sheridan Site (TX)
10. Strasburg Landfill (PA)
11. Williamsburg (OH)
12. Scientific, Inc. (NJ)
13. Chemical Control (NJ)
14. Chemicals & Minerals Reclamation (OH)
15. Pinewood (SC)
16. Cedartown (Ga) - Old municipal landfill

SCHEDULE 10.01

Agreement,
Dated September 4, 1986 (the "Agreement"),
By and Among
Diamond Shamrock Corporation,
Occidental Petroleum Corporation,
Occidental Chemical Holding Corporation
and
Oxy-Diamond Alkali Corporation

ACTIVE SITES

2846g

OCC034326

SCHEDULE 10.01

ACTIVE SITES

Chemical Plants

- *Belle, West Virginia
- *Convent, Louisiana
- *Deer Park, Texas (excluding only property on which the PVC reactors purchased by BF Goodrich by Agreement dated December 31, 1981 are located)
- *Delaware City, Delaware (excluding the PVC plant and PVC treatment plant purchased by Ethyl Corporation)
- *Mobile, Alabama
- *LaPorte, Texas (Battleground Plant and all waste disposal areas within or contiguous to plant boundaries, but excluding Independence Plant now owned by BF Goodrich (produces vinyl chloride monomer and ethylene dichloride) and the polypropylene plant owned by Arco)
- Mont Belvieu, Texas
- North Dayton, Texas
- *Harrison, New Jersey
- *Richmond, California
- *Carlstadt, New Jersey
- *Ashtabula, Ohio
- *Muscle Shoals, Alabama
- *Chicago, Illinois
- *Cincinnati, Ohio
- *Dallas, Texas
- *Jersey City, New Jersey
- *Lockport, New York
- *Charlotte, North Carolina
- *Oxnard, California (excluding polyester resins plant purchased by Koppers Corporation)
- *Castle Hayne, North Carolina
- Duncanville, Texas
- Franklin Park, Illinois
- Catonsville, Maryland
- *Morristown, New Jersey
- *Cedartown, Georgia
- *Terressa, Spain

* Designated for purposes of Section 2.07(d)

OCC034327

Leeds, England
*Hamilton, Ontario, Canada
Broadmeadows, Australia
Aczapotzaleo, Mexico
Drammen, Norway
*Cubatao, Brazil
Medellin, Colombia
Inchon, South Korea
Tokai City, Japan
Bangkok, Thailand
Carmano, Milano, Italy
Ponthierry, France
*Courtenay, France
*Chung Li, Taiwan
*Talcahuano, Chile

* Designated for purposes of Section 2.07(d)

Sales Offices

Atlanta, Georgia
Houston, Texas
Naperville, Illinois
Beachwood, Ohio
Marlton, New Jersey
San Mateo, California
Menlo Park, California
San Leandro, California
Perrysville, Ohio
Pittsburgh, Pennsylvania
Los Angeles, California
Norcross, Georgia
Bedford Park, Illinois
Santiago, Chile
Sydney, Australia
Gothenburg, Sweden
Oporto, Portugal
Hong Kong
Singapore
Helsinki, Finland
Murten-Morat, Switzerland

Miscellaneous Facilities

Morristown, New Jersey
Irving and Pasadena, Texas
Buffalo, New York
Painesville, Ohio (including only facilities leased or used
by DSCC at Concord Research Center)
Pipeline corridor between Mont Belvieu and Battleground,
Texas
Pipeline corridor between Mont Belvieu and North Dayton,
Texas
Pipeline corridor between Battleground and Deer Park, Texas

Storage, Warehouse and Distribution Facilities

Alford Refrigerated Whse.
260 McBride Lane
Corpus Christi, TX 78403

Almont Shipping Company, Inc.
U.S. Highway 421 N
Wilmington, NC 28401

American Distribution Co.
2900 Fern Valley Rd.
Louisville, KY 40213

Buffalo Merchandise Dist. Ctr.
261 Breat Arrow Ave.
Buffalo, NY 14207

Bulk Distribution Center
3101 Chestnut Street
Chattanooga, TN 37405

Canton Warehouse Company
Newkirk Street & Kieth Avenue
Baltimore, MD 21224

Cenco Inc.
600 Melynda Rd.
Charlotte, NC 28208

Chattanooga Warehouse
530 Manufactures Road
Chattanooga, TN 37402

Chemical Express
Midway Road at I-20
Big Spring, TX 79720

Chemply--Div. United Chemicals
Bunola, PA 15020

Chemtech Industries Inc.
130 East Soper
St. Louis, MO 63111

Chemtech Industries Inc.
6301 N.E. Birmingham Rd.
Kansas City, MO 64117

Comet Distribution
1175 Choctaw
Baton Rouge, LA 70821

Deltex Chemical Company
St. Paul, MN

DSCC (Chicago Branch Whse.)
4201 W. 69th Street
Chicago, IL 60629

DSCC (Cincinnati Branch Whse.)
4701 Paddock Road
Cincinnati, OH 45229

DSCC (Jersey City Branch Whse.)
651 Tonnell Ave.
Jersey City, NJ 07307

DSCC Richmond Plant (Process)
1141 Marina Way South
Richmond, CA 94804

DSI Transports
2221 Irving Blvd.
(Rail-Miller Yd., Dallas)
Dallas, TX 75207

Duckett Transfer Inc.
74 Meadow Rd.
Asheville, NC 28813

Essex Chemical Co.
330 Dormieb Ave.
Newark, NJ 07015

Fidelity Storage Company
910 Pennsylvania Ave.
Charleston, WV 25362

Flex-I-Flo Terminal
1125 County Road
Jersey City, NJ 07307

Flex-I-Flo Terminal
577 E. 152nd Street
Cleveland, OH 44110

Gordon Terminals
Ella St. & Ohio River
McKees Rocks, PA 15136

Gray Truck
Washington Blvd. Track 4
Los Angeles, CA 90023

Great Western Chemical
860 Wharf St.
Richmond, CA 94304

Haslett Company
1345 Doolittle Dr.
San Leandro, CA 94577

Hawkins Chemical Co.
701 Barge Channel Rd.
St. Paul, MN 55107

Hayes Dockside Inc.
141 S. Peters St.
New Orleans, LA 70153

Herbert Verkemp Calvert Chem.
4600 Dues Ave.
Cincinnati, OH 45246

Holman Transfer Company
3250 N.W. Guam Street
Portland, OR 97201

Intercontinental Chemical Serv.
Terminal & Christina Ave.
Wilmington, DE 19801

Intercontinental Terminals
2626 Tidal Road
Deer Park, TX 77536

Kenan Transport Company
Highway 421 N
Wilmington, NC 24802

Linden Whse. & Dist. Co.
11 Distribution Blvd.
Edison, NJ 08817

Mallets Gateway Terminal
21150 Roswell Drive
Pittsburgh, PA 15205

Master Chemical
501 West Boundry
Perrysburg, OH 43551

North Carolina Dist. Center
802 N. 23rd Street
Wilmington, NC 24802

Pacific Coast Warehouse Corp.
4814 Loma Vista Avenue
Los Angeles, CA 90058

Paktank Florida
Pendola Point Rd.
Tampa, FL 33619

Paktank Gulf Coast
2749 Battleground Rd.
Deer Park, TX 77536

Paktank Philadelphia
Mantua Grove Rd. & Delaware Riv.
Thorofare, NJ 08086

Powell Duffryn Terminals
Hutchinson Island
Savannah, GA 31402

Powell Duffryn Terminals
Main Street N.E. of Parker Rd.
Lemont, IL 60439

Powell Duffryn Terminals
Commerce Street
Bayonne, NJ 07002

Queen City Terminals
3806 Kellogg Avenue
Cincinnati, OH 45226

Regional Enterprises
410 Water Street
Hopewell, VA 23860

Robert Meador Warehouse
1750 North Craft Highway
Mobile, AL 36610

S. T. Services
800 Lumpkin Blvd.
Columbus, GA 31901

Seatex Corporation
6325 Hurst St.
Houston, TX 77008

Southside River Rail
3415 Southside Avenue
Cincinnati, OH 45204

Storage Specialties
1980 Seneca Road
Eagan, MN 55122

TBS Terminal
177 12th Street
Detroit, MI 48216

TBS Terminal
111 E. 13th Street
Chester, PA 19015

Thoro Products
6611 West 58th Place
Arvada, CO 80002

OCC034333

Trammell Crow Dist. Corp.
8711 City Park Dr. East
Houston, TX 77029

Trammell Crow Distribution
6485 Crescent Drive
Norcross, GA 30071

Trans Read Warehouse, Inc.
7035 W. 65th Street
Bedford Park, IL 60638

Truck Rail Handling
620 E. Warren Ave.
Fremont, CA 94539

Universal Terminal Warehouse
3310 Quebec Street
Dallas, TX 75247

Unloading Unlimited
12000 S. Doty Ave.
Chicago, IL 60628

Van Waters and Rogers
San Jose, CA

Wilmington Liquid Bulk
401 Canal St.
Wilmington, CA 90748

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