

RECEIVED

AUG 31 12 38 PM '76



RICHMOND LEASING COMPANY 3462

777 SOUTH POST OAK ROAD • HOUSTON, TEXAS 77056 • 713-627-9004

RECORDATION NO. Filed & Recorded

I. C. C.
FEE OPERATION BR.

August 31, 1976

AUG 31 1976 - 2 44 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

3462 A
RECORDATION NO. Filed & Recorded

AUG 31 1976 - 2 44 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

In accordance with the provisions of Section 20C of the Interstate Commerce Act and the rules and regulations by the Interstate Commerce Commission thereunder, there is submitted herewith for filing and recordation an Equipment Trust Agreement and an Assignment of the railroad cars used or intended for use in connection with Interstate Commerce as follows:

6-244 ACB1
AUG 31 1976
Fee \$ 50-

- (i) Three (3) executed counterparts of an Equipment Trust Agreement dated as of August 31, 1976, by and between Richmond Leasing Company (vendor-lessee) and The First National Bank of Fort Worth (trustee-lessor), as Trustee (hereinafter the "Equipment Trust Agreement, Series 9").
- (ii) Three (3) executed counterparts of an Assignment effective August 31, 1976, by and between Richmond Leasing Company (assignor) and The First National Bank of Fort Worth (assignee), executed in connection with the Equipment Trust Agreement, Series 9.

The address of Richmond Leasing Company is 777 South Post Oak, Houston, Texas 77056, and the address of The First National Bank of Fort Worth is One Burnett Plaza, Fort Worth, Texas 76101.

The equipment covered by the Equipment Trust Agreement and the Assignment is described as follows:

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
17 Tank Cars	105A400W	33,500	RTMX 3823-3839
50 Tank Cars	105A300W	33,750	RTMX 3485-3534
14 Tank Cars	105A400W	33,500	RTMX 3868-3881
4 Tank Cars	111A100W5	20,800	RTMX 2667-2670
4 Tank Cars	111A100W5	20,800	RTMX 2671-2674
28 Tank Cars	105A400W	33,500	RTMX 3840-3867

Handwritten signature: C. A. ...

Secretary
Interstate Commerce Commission
August 31, 1976
Page Two

Enclosed is a check in the necessary amount to cover the recordation fee.

You are hereby authorized to deliver one executed counterpart of the Equipment Trust Agreement and the Assignment with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By


Vice President

RECORDATION NO. 8462-4
RECORDATION No. Filed & Recorded
AUG 31 1976 12 40 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

ASSIGNMENT, dated August 31, 1976, by and between THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States, acting as Trustee under an Equipment Trust Agreement dated August 31, 1976 (hereinafter called the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Company had agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment (hereinafter called the Trust Equipment) pursuant to said Equipment Trust Agreement dated August 31, 1976 (hereinafter called the "Trust Agreement"); and

WHEREAS, title to such Trust Equipment is to be vested in and is to be retained by the Trustee and such Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit A hereto (hereinafter called the "Leases") between the Company and the lessee or lessees named therein; and

WHEREAS, Richmond Leasing Company 10% Equipment Trust Certificates due February 28, 1987, (Series 9) are to be issued and sold in the aggregate principal amount not exceeding \$5,000,000 and the aggregate proceeds (including accrued

interest, if any) of such sale which shall equal the aggregate principal amount of the Trust Certificates so issued and sold shall constitute a fund to be known as the Richmond Leasing Company Equipment Trust Series 9 to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment, the remainder of the cost of the Trust Equipment to be paid by the Company, as provided in the Trust Agreement; and

WHEREAS, it is desired to grant to the Trustee a security interest in and to the Leases and other collateral described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

Subject to the rights of lessees under Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit A hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the leases in respect of such units of Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter

to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise; provided, however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases, and that the Trustee, so long as any such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in anyway limiting, the powers conferred upon the Trustee by Section 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening

of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of

the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

Except as otherwise provided herein, the provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, 777 South Post Oak, Suite 777, Houston, Texas 77027, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, One Burnett Plaza, Fort Worth, Texas 76101, Attention: Trust Officer, or such other address as may hereafter be furnished to the Company in writing

by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

This Agreement shall be deemed to have been executed on the date of the acknowledgment by the officer of the Trustee who signed it on behalf of the Trustee.

The provisions of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF the Company and the Trustee have caused their names to be signed hereby by their respective offices thereunto duly authorized and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

THE FIRST NATIONAL BANK OF
FORT WORTH

ATTEST:

Will J. Willmann
(Corporate Seal)

By

[Signature]
Trust Officer

Senior Vice President
And Trust Officer

RICHMOND LEASING COMPANY

ATTEST:

[Signature]
(Corporate Seal)

By

Glen A. Welsch
President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

On this 31st day of August, 1976, before me personally appeared B. J. CROW to me personally known who being by me duly sworn says that he is a Senior Vice President And Trust Officer of THE FIRST NATIONAL BANK OF FORT WORTH, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.


Terry K. Churchwell, Notary Public
Tarrant County, Texas
Notary Public In and For
Tarrant County, T E X A S

My Commission Expires June 1, 1977

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GLENN A. WELSCH, President of RICHMOND LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of August, 1976.


Notary Public In and For
Harris County, T E X A S

EXHIBIT A

EXISTING LEASES

1. Tank Car Lease and Service Contract dated April 23, 1976, between Richmond Leasing Company and Exxon Chemical Company covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
17	33,500 Gallons DOT105A400W	RTMX 3823 thru 3839

2. Tank Car Lease and Service Contract dated May 12, 1976, between Richmond Leasing Company and California Liquid Gas Corporation covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
50	33,750 Gallons DOT105A300W	RTMX 3485 thru 3534

3. Tank Car Lease and Service Contract dated August 2, 1976, between Richmond Leasing Company and Celanese Corporation covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	33,500 Gallons DOT105A400W	RTMX 3868 thru 3881

4. Tank Car Lease and Service Contract dated July 23, 1976, between Richmond Leasing Company and Chemtech Industries covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	20,800 Gallons DOT111A100W5	RTMX 2667 thru 2670

5. Tank Car Lease and Service Contract dated June 15, 1976, between Richmond Leasing Company and P.P.G. Industries, Inc. covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	20,800 Gallons DOT111A100W5	RTMX 2671 thru 2674

6. Tank Car Lease and Service Contract dated August 2, 1976, between Richmond Leasing Company and Exxon Chemical Company covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
28	33,500 Gallons DOT105A400W	RTMX 3840 thru 3867

AUG 31 1976 12 40 PM

INTERSTATE COMMERCE COMMISSION
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

ASSIGNMENT, dated August 31, 1976, by and between THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States, acting as Trustee under an Equipment Trust Agreement dated August 31, 1976 (hereinafter called the "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Company had agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment (hereinafter called the Trust Equipment) pursuant to said Equipment Trust Agreement dated August 31, 1976 (hereinafter called the "Trust Agreement"); and

WHEREAS, title to such Trust Equipment is to be vested in and is to be retained by the Trustee and such Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit A hereto (hereinafter called the "Leases") between the Company and the lessee or lessees named therein; and

WHEREAS, Richmond Leasing Company 10% Equipment Trust Certificates due February 28, 1987, (Series 9) are to be issued and sold in the aggregate principal amount not exceeding \$5,000,000 and the aggregate proceeds (including accrued

EXHIBIT "A-3"

interest, if any) of such sale which shall equal the aggregate principal amount of the Trust Certificates so issued and sold shall constitute a fund to be known as the Richmond Leasing Company Equipment Trust Series 9 to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment, the remainder of the cost of the Trust Equipment to be paid by the Company, as provided in the Trust Agreement; and

WHEREAS, it is desired to grant to the Trustee a security interest in and to the Leases and other collateral described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

Subject to the rights of lessees under Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit A hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the leases in respect of such units of Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter

to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise; provided, however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases, and that the Trustee, so long as any such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in anyway limiting, the powers conferred upon the Trustee by Section 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening

of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of

the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

Except as otherwise provided herein, the provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, 777 South Post Oak, Suite 777, Houston, Texas 77027, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, One Burnett Plaza, Fort Worth, Texas 76101, Attention: Trust Officer, or such other address as may hereafter be furnished to the Company in writing

by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

This Agreement shall be deemed to have been executed on the date of the acknowledgment by the officer of the Trustee who signed it on behalf of the Trustee.

The provisions of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF the Company and the Trustee have caused their names to be signed hereby by their respective offices thereunto duly authorized and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

ATTEST:

Will. J. Willmann
(Corporate Seal)

THE FIRST NATIONAL BANK OF
FORT WORTH

By [Signature]
~~Trust Officer~~ Senior Vice President
And Trust Officer

ATTEST:

[Signature]
(Corporate Seal)

RICHMOND LEASING COMPANY

By Sten A. Welsch
President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

On this 31st day of August, 1976, before me personally appeared B. J. CROW to me personally known who being by me duly sworn says that he is a And Trust Officer of THE FIRST NATIONAL BANK OF FORT WORTH, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.


Jerry K. Churchwell Jerry K. Churchwell, Notary Public
Tarrant County, Texas
Notary Public In and For
Tarrant County, T E X A S

My Commission Expires June 1, 1977

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GLENN A. WELSCH, President of RICHMOND LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of August, 1976.


Franz Putman
Notary Public In and For
Harris County, T E X A S

EXHIBIT : A
EXISTING LEASES

1. Tank Car Lease and Service Contract dated April 23, 1976, between Richmond Leasing Company and Exxon Chemical Company covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
17	33,500 Gallons DOT105A400W	RTMX 3823 thru 3839

2. Tank Car Lease and Service Contract dated May 12, 1976, between Richmond Leasing Company and California Liquid Gas Corporation covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
50	33,750 Gallons DOT105A300W	RTMX 3485 thru 3534

Tank Car Lease and Service Contract dated August 2, 1976, between Richmond Leasing Company and Celanese Corporation covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	33,500 Gallons DOT105A400W	RTMX 3868 thru 3881

4. Tank Car Lease and Service Contract dated July 23, 1976, between Richmond Leasing Company and Chemtech Industries covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	20,800 Gallons DOT111A100W5	RTMX 2667 thru 2670

5. Tank Car Lease and Service Contract dated June 15, 1976, between Richmond Leasing Company and P.P.G. Industries, Inc. covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	20,800 Gallons DOT111A100W5	RTMX 2671 thru 2674

6. Tank Car Lease and Service Contract dated August 2, 1976, between Richmond Leasing Company and Exxon Chemical Company covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
28	33,500 Gallons DOT105A400W	RTMX 3840 thru 3867

941 27 1976 11 44 AM

FIRST SUPPLEMENTAL ASSIGNMENT ~~COMMISSION~~ ~~COMMISSION~~ ~~COMMISSION~~

THIS FIRST SUPPLEMENTAL ASSIGNMENT, dated as of October 22, 1976, by and between THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States, acting as Trustee (hereinafter called the "Trustee") under an Equipment Trust Agreement dated as of August 31, 1976 (the "Equipment Trust Agreement"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Company has agreed to cause to be sold, transferred and delivered to the Trustee the railroad equipment referred to in Exhibit A hereto (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement and a First Supplemental Agreement thereto dated as of October 22, 1976 (hereinafter the Equipment Trust Agreement and the First Supplemental Agreement shall be collectively referred to herein as the "Trust Agreement"); and

WHEREAS, title to such Trust Equipment is to be vested in and is to be retained by the Trustee and such Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit B hereto (hereinafter called the "Leases") between the Company and the lessee or lessees named therein; and

WHEREAS, Richmond Leasing Company 10.00 Equipment Trust Certificates due February 28, 1987 (Series 9) are to be issued and sold in the aggregate principal amount of \$5,000,000 and the aggregate proceeds (excluding accrued interest, if any) of such sales which shall equal the aggregate principal amount of the Trust Certificates so issued and sold shall constitute a fund to be known as the Richmond Leasing Company Equipment Trust Series 9 which funds are to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment and other railway equipment covered by the Trust Agreement, the remainder of the cost of the Trust Equipment and said other railway equipment to be paid by the company, as provided in the Trust Agreement; and

WHEREAS, it is desired to grant to the Trustee a security interest in and to the Leases and other collateral described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

Subject to the rights of lessees under the Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described

in Exhibit B hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect of such units of Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all of the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the leases or otherwise; provided however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of sublessees under the Leases, and that the Trustee, so long as any such sublessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession

of such sublessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify the liability of the Company under any Lease or otherwise, it being understood that notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

Upon the full discharge and satisfaction of the Company's obligation under the Lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

Except as otherwise provided herein, the provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, 777 South Post Oak, Suite 777, Houston, Texas,

77056, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, One Burnett Plaza, Fort Worth, Texas, 76101, Attention: Trust Officer, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

This agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

This agreement shall be deemed to have been executed on the date of the acknowledgement by the officer of the Trustee who signed it on behalf of the Trustee.

The provisions of this agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective

Corporate seals duly attested to be hereunto affixed as of
the day and year first written.

THE FIRST NATIONAL BANK
OF FORT WORTH

ATTEST:

[Signature]

By Thomas O. Pate
Trust Officer

(Seal)

Senior Vice President
Trust Officer

RICHMOND LEASING COMPANY

ATTEST:

[Signature]
Secretary

By Alan A. Wells
President

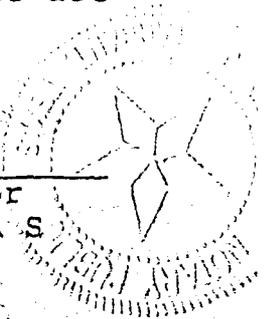
(Seal)

STATE OF TEXAS S

COUNTY OF TARRANT S

On this 26 day of OCTOBER, 1976, before me person-
ally appeared THOMAS O. PATE, to me personally known, who
being by me duly sworn says that he is a TRUST OFFICER
of THE FIRST NATIONAL BANK OF FORT WORTH, that one of the
seals affixed to the foregoing instrument was the free act
and deed of said bank.

[Signature]
Notary Public in and for
Tarrant County, TEXAS



THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GLENN A. WELSCH, President of RICHMOND LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of October, 1976.

Julene C. Tracy
Notary Public in and for
Harris County, T E X A S



EXHIBIT A
TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>	<u>Date of Earliest Service</u>	<u>Term of Lease</u>	<u>Monthly Rental</u>
28 Tank Cars	105A400W	33,500	RTMX 3840-3867	Sept. 1976	72 months(1)	\$15,120
42 Tank Cars	105A300W	24,680	RTMX 2675-2716	Dec. 1976	34 months(2)	\$16,800

(1) Cancellation option after 3 years (\$1,800 penalty per car).

(2) Option to extend for an additional 34 months.

EXHIBIT B

LEASES

1. Tank Car Lease and Service Contract dated December 20, 1975, between Richmond Leasing Company and Continental Oil Company as supplemented on September 7, 1976, covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
42	24,680 Gallons DOT 105A300W	RTMX 2675 thru 2716

2. Letter Lease Agreement dated September 15, 1976, and accepted October 12, 1976, between Richmond Leasing Company and Shell Oil Company covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
28	33,500 Gallons DOT105A400W	RTMX 3840 thru 3867

FEB 28 1977 -1 10 PM

SECOND SUPPLEMENTAL ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL ASSIGNMENT, dated as of February 28, 1977, by and between THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States, acting as Trustee (hereinafter called the "Trustee") under an Equipment Trust Agreement dated as of August 31, 1976 (the "Equipment Trust Agreement"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Company has sold, transferred and delivered to the Trustee the railroad equipment referred to in Exhibit A hereto (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement, a First Supplemental Agreement thereto dated as of October 22, 1976, and the Second Supplemental Agreement dated as of February 28, 1977 (hereinafter the Equipment Trust Agreement, the First Supplemental Agreement and the Second Supplemental Agreement shall be collectively referred to herein as the "Trust Agreement"); and

WHEREAS, title to such Trust Equipment is to be vested in and is to be retained by the Trustee and such Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit B hereto (hereinafter called the "Leases") between the Company and the lessee or lessees named therein; and

WHEREAS, Richmond Leasing Company 10% Equipment Trust Certificates due February 28, 1987 (Series 9) are to be issued and sold in the aggregate principal amount of \$5,000,000 and the aggregate proceeds (excluding accrued interest, if any) of such sales which shall equal the aggregate principal amount of the Trust Certificates so issued and sold shall constitute a fund to be known as the Richmond Leasing Company Equipment Trust Series 9 which funds are to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment and other railway equipment covered by the Trust Agreement, the remainder of the cost of the Trust Equipment and said other railway equipment to be paid by the company, as provided in the Trust Agreement; and

WHEREAS, it is desired to grant to the Trustee a security interest in and to the Leases and other collateral described below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

Subject to the rights of lessees under the Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described

in Exhibit B hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect of such units of Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all of the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the leases or otherwise; provided however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of sublessees under the Leases, and that the Trustee, so long as any such sublessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession

of such sublessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify the liability of the Company under any Lease or otherwise, it being understood that notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

Upon the full discharge and satisfaction of the Company's obligation under the Lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

Except as otherwise provided herein, the provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, 777 South Post Oak, Suite 777, Houston, Texas,

77056, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, One Burnett Plaza, Fort Worth, Texas, 76101, Attention: Trust Officer, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

This agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

This agreement shall be deemed to have been executed on the date of the acknowledgement by the officer of the Trustee who signed it on behalf of the Trustee.

The provisions of this agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective

corporate seals duly attested to be hereunto affixed as of the day and year first written.

THE FIRST NATIONAL BANK OF FORT WORTH

ATTEST:

[Signature]

By Thomas O. Tate
Trust Officer

Senior Vice President
And Trust Officer

(Seal)

RICHMOND LEASING COMPANY

ATTEST:

[Signature]
Secretary

By Glen A. Welch
President

(Seal)

THE STATE OF TEXAS §

COUNTY OF TARRANT §

On this 28th day of February, 1977, before me personally appeared Thomas O. Tate to me personally known, who being by me duly sworn says that he is a Trust Officer of THE FIRST NATIONAL BANK OF FORT WORTH, that one of the seals affixed to the foregoing instrument was the free act and deed of said bank.

Terry K. Churchwell, Notary Public
Tarrant County, Texas

Terry K. Churchwell
Notary Public in and for
Tarrant County, T E X A S

My Commission Expires June 1, 1977

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GLENN A. WELSCH, President of RICHMOND LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of February, 1977.

Donna Lynn Harrison
Notary Public in and for
Harris County, T E X A S

EXHIBIT A

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
28	33,500 Gallons DOT105A400W	RTMX 3840 thru 3867

EXHIBIT B

Tank Car Lease and Service Contract dated March 30, 1976, by and between Richmond Leasing Company and Exxon Chemical Company, U.S.A., an Operating Division of Exxon Chemical Company, a Division of Exxon Corporation, as supplemented by a Rider to Tank Car Lease and Service Contract dated December 9, 1976, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
28	33,500 Gallons DOT105A400W	RTMX 3840 thru 3867

RECORDATION NO. 8462-L Filed & Recorded

MAR 25 1977 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

The First National Bank
of Fort Worth
One Burnett Plaza
Fort Worth, Texas 76101

The Variable Annuity Life
Insurance Company
2777 Allen Parkway
Houston, Texas 77019

Re: Supplemental Letter to Assignment
dated as of January 30, 1976

Gentlemen:

Reference is made to (a) the Equipment Trust Agreement, Series 9, dated as of August 31, 1976 (the "Agreement") between The First National Bank of Fort Worth, as Trustee (the "Trustee"), and Richmond Leasing Company (the "Company"), (b) the Assignment dated as of August 31, 1976 ("Assignment") from the Company to the Trustee executed in connection with the Agreement, and (c) the First Supplemental Assignment dated as of October 22, 1976, (the "Supplement") between the Company and the Trustee. The Agreement and the Assignment have been filed with the Interstate Commerce Commission ("ICC") at 2:40 p.m. on August 31, 1976, under Recordation Nos. 8462 and 8462-A, respectively, and the Supplement has been filed with the ICC under Recordation No. 8462-E. The Variable Annuity Life Insurance Company ("VALIC") is the holder of trust certificates issued under the Agreement.

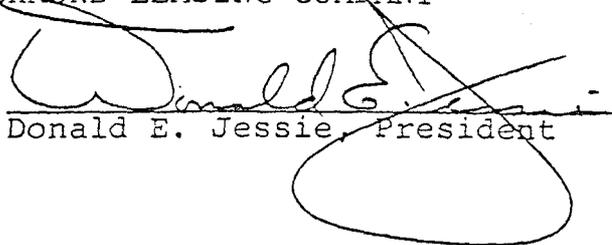
This letter supplements the Assignment and Supplement and confirms the understanding of the parties hereto that the Assignment and the Supplement are intended to apply only to the Leases (as defined in the Assignment and Supplement) insofar as such Leases cover or otherwise apply to the railroad equipment specifically described in the exhibits and attachments to the Assignment and the Supplement and any railroad equipment substituted for or replacing the railroad equipment so described.

It is expressly understood and agreed that the Assignment and Supplement are not modified, amended, or supplemented except to the extent expressly set forth above.

Please confirm that the foregoing constitutes the agreement and understanding of the parties hereto by executing this letter in the space provided below.

Very truly yours,

RICHMOND LEASING COMPANY

By 
Donald E. Jessie, President

Attest:



Agreed to and confirmed this 23rd day of March, 1977.

THE FIRST NATIONAL BANK OF
FORT WORTH

By 
Trust Officer

Attest:

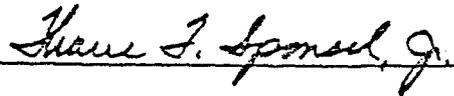


Trust Officer

THE VARIABLE ANNUITY LIFE
INSURANCE COMPANY

By 

Attest:



THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. JESSIE, President of Richmond Leasing Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of March, 1977.

Marilyn Klevor
Notary Public in and for
Harris County, T e x a s

MARILYN KLEVAR
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

THE STATE OF TEXAS §
COUNTY OF TARRANT §

On this 23rd day of March, 1977, before me personally appeared Thomas O. Pate, to me personally known, who, being by me duly sworn says that he is a Trust Officer of The First National Bank of Fort Worth, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Denise L. Morgan
Notary Public in and for
Tarrant County, Texas

DENISE L. MORGAN, NOTARY PUBLIC
Tarrant County, Texas

My Commission Expires January 12, 1979



THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Roy B. Harrison, Vice President & Treasurer of The Variable Annuity Life Insurance Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22ND day of March, 1977.

Charlotte A. Robinson

Notary Public in and for
Harris County, T e x a s