

6224-1

RECORDATION NO. _____

APR 11 1974 - 10 00 AM

SECOND
SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of April 11, 1974, by and among BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, a national banking association incorporated and existing under the laws of the United States, as Trustee under the Trust Agreements as hereinafter defined (hereinafter called "BSW"); RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"); and FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States (hereinafter called "FNB"),

W I T N E S S E T H:

WHEREAS, BSW and the Company, as successor to Marathon Leasing Company, a Delaware corporation ("MLC"), have previously entered into the following equipment trust agreements: (a) Marathon Leasing Company Equipment Trust, Series 1, dated as of November 1, 1970 (hereinafter the "Series 1 Agreement"), pursuant to which trust certificates in an aggregate amount of \$450,000 (hereinafter referred to, together with the trust certificates issued pursuant to the Series 2 and 3 Agreements, as the "Trust Certificates") were issued to persons designated by MLC; (b) Marathon Leasing Company Equipment Trust, Series 2, dated as of July 1, 1971 (hereinafter the "Series 2 Agreement"), pursuant to which trust certificates in an aggregate amount of \$540,000 (hereinafter referred to, together with the trust certificates issued pursuant to the Series 1 and 3 Agreements, as the "Trust Certificates") were issued to persons designated by MLC; and (c) Marathon Leasing Company Equipment Trust, Series 3, dated as of October 1, 1971 (hereinafter the "Series 3 Agreement"), pursuant to which trust certificates in an aggregate amount of \$950,000 (hereinafter referred to, together with the trust certificates issued

pursuant to the Series 1 and 2 Agreements, as the "Trust Certificates") were issued to persons designated by MLC (the Series 1, 2 and 3 Agreements shall be hereinafter collectively referred to as the "Trust Agreements") and;

WHEREAS, BSW has notified the Company and the Certificate Holders of its resignation as Trustee under the Trust Agreements effective upon the appointment of, and the acceptance by, a successor trustee (the terms "Trustee" and "successor trustee" when used herein shall have the same meaning as those terms have when used in the Trust Agreements); and

WHEREAS, pursuant to the terms and provisions of the Trust Agreements, the Company has appointed FNB as successor trustee under the Trust Agreement; and

WHEREAS, FNB desires to accept said appointment and to assume all of the rights, benefits, duties, obligations and liabilities of the Trustee under the Trust Agreements and the Trust Certificates; and

WHEREAS, FNB represents that it is qualified and eligible under the Trust Agreements, and specifically, but without limitation, Sections 9.07 and 9.08 thereof, to serve as Trustee thereunder; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises herein contained, BSW, the Company and FNB hereby agree as follows:

1. Pursuant to the applicable terms and conditions of the Trust Agreements, the Company hereby APPOINTS FNB as successor trustee under each of the Trust Agreements effective as of the date hereof.
2. BSW hereby assigns and transfers to FNB all of BSW's rights and powers as Trustee under the Trust Agreements.
3. FNB hereby accepts the appointment by the Company as successor trustee under the Trust Agreements and the assignment

and transfer from BSW of all of BSW's rights and powers as Trustee under the Trust Agreements, and hereby assumes the duties, obligations and liabilities of BSW in connection therewith, and hereby agrees to perform and observe each and all of the duties, obligations and covenants of the Trust Agreements. Accordingly, each of the Trust Agreements and Trust Certificates are hereby amended so as to provide that each time the term "Trustee" is used, it shall mean and include FNB.

4. BSW hereby RELEASES and RELINQUISHES any and all liens it may have upon any property or funds held or collected by it to secure any amounts due it under the provisions of Section 9.06 of the Trust Agreements and hereby acknowledges that all amounts owing it under the Trust Agreements have been paid.

5. Sections 13.06 of each of the Trust Agreements shall be amended to read as follows:

"Section 13.06. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at, or mailed to, (a) in the case of the Company, 777 South Post Oak Road, Suite 777, Houston, Texas 77027, Attention: Jim F. Herring, Vice 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, First National Bank of Fort Worth, One Burnett Plaza, Fort Worth, Texas 76101, Attention: James P. Flores, 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."

IN WITNESS WHEREOF, BSW, the Company and FNB have caused their names to be signed hereto by their respective officers

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jim F. Herring, Vice 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 the 4th day of April, 1974.

D'Anne De Moss

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

D'ANNE DEMOSS

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 19 75

THE STATE OF TEXAS §
§
COUNTY OF ~~HARRIS~~ ^{TARRANT} §

BEFORE ME, the undersigned authority, on this day personally appeared James P. Flores, Trust Officer of First National Bank of Fort Worth, a national banking association, 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 the 8th day of April, 1974.

FLORENCE KERR

Florence Kerr
Notary Public in and for
Harris County, T E X A S

My Commission Expires June 1, 1975

FLORENCE KERR, Notary Public
Tarrant County, Texas