

7911

RECORDATION NO. Filed & Recorded

SECURITY AGREEMENT

APR 29 1975 - 3 35 PM

INTERSTATE COMMERCE COMMISSION

Topeka, Kansas November 29, 1974

The undersigned T & T Gas Products P.O. Box 308 Overbrook, Kansas 66524 (Name) (No. and Street) (City or Town) (State)

(hereinafter called the "Debtor") for valuable consideration, hereby grants to FIRST NATIONAL BANK OF TOPEKA, 534 Kansas Ave., Topeka, Kansas, Secured Party (hereinafter called the "Secured Party"), a security interest in the property described below together with any and all additions, accessions, substitutions, and proceeds thereto and therefrom (hereinafter called "Collateral").

Two (2) 33,500 gallon capacity pressure tank cars DOT 112A400W, for shipment of Propane (LLLX10174 and LLLX10274)

Cost \$36,000.00 each

Leased to : Novamont Corporation - Neal Works

P.O. Box 189, Kenova, W. VA. 25530

to secure payment of the Total Debt as evidenced hereby and by the Debtor's Note, and also payment of any and all liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising, of the Debtor to the Secured Party, all hereinafter called the obligation.

If the Collateral includes crops or oil, gas or minerals to be extracted or timber to be cut, the following is a true and accurate legal description of the real estate upon which such crops are or will be grown, from which such oil, gas or minerals are to be extracted or from which such timber is to be taken, including the name and address of the record owner of said real estate:

and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, the Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, or any interest in the Collateral which is prior to the Secured Party's interest.

This security agreement continues on the reverse side.

- 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

SECURED PARTY

FIRST NATIONAL BANK OF TOPEKA, Topeka, Kansas



TUTCHER MAGIC GAS CO., INC. d/b/a T&T Gas Products Debtor

By [Signature] STATE OF Kansas COUNTY OF Shawnee SS:

[Signature] Debtor

On this 29th day of November, 1974, before me appeared Dan C. Tutcher, to me personally known, who being by me duly sworn, says that he is the Vice President of Tutcher Magic Gas Co., Inc. that said instrument was signed on behalf of said Debtor corporation 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 corporation.

My Commission Expires: (Over) [Signature] Phyllis K. Funk Notary Public

ADDITIONAL PROVISIONS

FURTHER WARRANTIES AND COVENANTS OF THE DEBTOR. The Debtor hereby warrants and covenants that:

1. Except for the security interest granted hereby, the Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrance; and the Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
2. The Debtor will not sell or offer to sell or otherwise transfer or encumber the Collateral or any interest therein without the prior written consent of the Secured Party.
3. No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Debtor will immediately notify the Secured Party in writing of any change in address from that shown in this agreement and will also upon demand furnish to the Secured Party such further information and will execute and deliver to the Secured Party such financing statements, mortgages and other papers and will do all such acts and things as the Secured Party may at any time or from time to time reasonably request and/or as may be necessary or appropriate to establish and maintain a valid security interest in the Collateral as security for the Obligations, subject to no prior liens or encumbrances.
4. The Debtor will keep the Collateral at all times insured against risks or loss or damage by fire (including so-called extended coverage), theft and such other casualties as the Secured Party may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as the Secured Party may approve, losses in all cases to be payable to the Secured Party and the Debtor as their interest may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to the Secured Party; and the Debtor shall furnish the Secured Party with certificates of such insurance or other evidence satisfactory to the Secured Party as to compliance with the provisions of this paragraph. The Secured Party may act as attorney for the Debtor in making, adjusting and settling claims under such policies, in cancelling such insurance and endorsing the Debtor's name on any drafts drawn by Insurers of the Collateral.
5. The Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, will not waste or destroy the Collateral or any part thereof and will not use the Collateral in violation of any applicable statute, ordinance or policy of insurance thereon. The Secured Party may examine and inspect the Collateral at any reasonable time or times wherever located.
6. The Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or any note(s) evidencing any of the Obligations:

ADDITIONAL RIGHTS OF PARTIES. At its option, but without obligation to the Debtor to do so, the Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance thereon, may order and pay for the repair, maintenance and preservation thereof and pay any necessary filing or recording fees. The Debtor agrees to reimburse the Secured Party on demand for any payment made or any expense incurred by the Secured Party pursuant to the foregoing authorization. Any insurance premiums paid for by Secured Party shall be refunded to Secured Party in the event the policies are cancelled. Until default the Debtor may have possession of the collateral and use the same in any lawful manner not inconsistent with this agreement.

If after giving prior notification and giving the Debtor reasonable opportunity to perform his warranties and covenants as to insuring and preserving the Collateral the Secured Party pays for performance of the duties on behalf of the Debtor, Secured Party may add the amounts paid to the debt. Within a reasonable time after advancing any sums, Secured Party shall state to Debtor in writing the amount of the sums advanced, any charges with respect to this amount, and any revised payment schedule and, if the duties of the Debtor performed by the Secured Party pertain to insurance, a brief description of the insurance paid for by the Secured Party including the type and amount of coverages. Secured Party may make a finance charge for sums so advanced at a rate not exceeding the ANNUAL PERCENTAGE RATE stated in the obligation secured hereby.

EVENTS OF DEFAULT—REMEDIES Upon the happening of any of the following events or conditions, namely: (i) default in the payment or performance of any of the Obligations or of any covenants or liability contained or referred to herein or in any note evidencing any of the Obligations; (ii) any warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor in connection with this agreement or to induce the Secured Party to make a loan to the Debtor proving to have been false in any material respect when made or furnished; (iii) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, of the making of any levy, seizure or attachment thereof or thereon; (iv) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for the Debtor, thereupon, or at any time thereafter (such default not having previously been cured or for any other reason) the Secured Party may deem the prospect of payment, performance, or realization of Collateral is significantly impaired, the Secured Party at its option may declare all of the Obligations to be immediately due and payable and shall then have the remedies of a secured party under the Uniform Commercial Code of Kansas, or other applicable law, including, without limitation thereto, the right to take possession of the Collateral. The Secured Party may require the Debtor to make the Collateral available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, preparing for sale, selling or the like shall be paid from the proceeds of the Collateral.

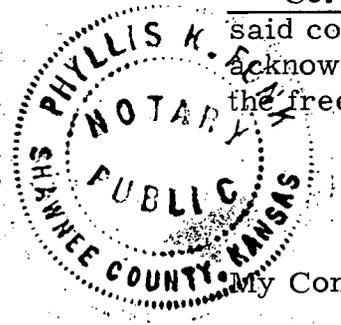
GENERAL—This agreement and the security interest in the Collateral created hereby shall terminate when Obligations have been paid in full. No waiver by the Secured Party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. All rights of the Secured Party hereunder shall inure to the benefits of its successors and assigns; and all obligations of the Debtor shall bind the heirs, legal representatives, successors and assigns of the Debtor. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall take effect when signed by the parties hereto.

APR 20 1975 8 30 PM

STATE OF Kansas
COUNTY OF Shawnee

ss:

On this 5th day of December, 19 74, before me personally appeared Dan C. Tutchter, to me personally known, who being by me duly sworn, says that he is the Vice President of Tutchter Magic Gas Co., Inc., that said instrument was signed on behalf of said corporation 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 corporation.



Phyllis K. Funk
Phyllis K. Funk Notary Public

My Commission Expires:
My Commission Expires October 1, 1977



ASSIGNMENT OF LEASE

(Personal Property)

No. _____

For value received, the undersigned Lessor does hereby sell, assign and transfer unto THE FIRST NATIONAL BANK OF TOPEKA, SIXTH AND KANSAS AVE., TOPEKA, (SHAWNEE COUNTY) KANSAS the annexed lease dated Sept. 24, 1974, being a lease by the undersigned to Novamont Corporation P.O. Box 189 Kenova, W. Va. 25530 of the following-described personal property: (Include model designation and engine or serial number)

As per attached copy.

together with all rental payments and other moneys due and to become due thereunder, the proceeds of any policy or policies of insurance required by said lease and all of the rights and remedies of the undersigned under said lease, except that Lessor reserves title to said leased property in consideration of the acceptance of this assignment by said The First National Bank of Topeka, and as a part of this transaction, the undersigned hereby guarantees the payment of all moneys due or to become due from the Lessee under said lease, and that the Lessee will perform each and every agreement, covenant and condition of said lease, at the time and in the manner therein specified. The undersigned further agrees that, in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreements, including said rental payments as they fall due, the undersigned shall, immediately upon any such default and without further notice, pay to said The First National Bank of Topeka all moneys so in default; or shall perform any such covenants and agreements so in default.

The undersigned warrants to said The First National Bank of Topeka: (1) that it has good title to the property described in said lease; (2) that said lease is a valid and original lease agreement; (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be; (4) that the unpaid balance of the total rentals specified in said lease is, as of this date, \$ _____; (5) that the Lessee named in said lease contract is not in default and has made all payments and has done and performed all acts and things on his part required to be done or performed by the terms of said lease down to the date of this assignment; (6) that any insurance required by the terms of said lease and by the undersigned has been effected and is now in full force and effect; and (7) that the leased property has been delivered to and accepted by the Lessee.

The undersigned further agrees to hold harmless the Assignee herein from any costs, expenses, liabilities and claims which may be incurred by or asserted against the Assignee arising out of the use of the leased property by the Lessee and arising out of the repossession and disposition of the leased property upon default by the Lessee should such functions be performed by the Assignee herein rather than by the undersigned.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms granted to the Lessee by the Assignee. Notice of acceptance of this guaranty, of non-payment or non-performance, and of amount of indebtedness outstanding at any time, protests, demands, and prosecution of collection and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction, are hereby expressly waived.

Signed at Topeka, Kansas, this 29th day of Nov. 1974.

[Signature]

(Witness)

TUTCHER MAGIC GAS CO., INC.
d/b/a/ T&T Gas Products
(LESSOR)

By *[Signature]*
Dan C. Tutcher (Title)

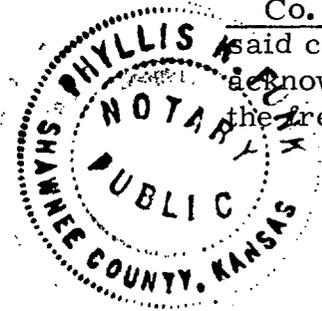
Address P.O. Box 308 (Street No.)

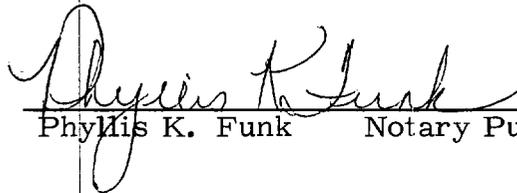
Overbrook Kansas 66524 (City) (State)



STATE OF Kansas ss:
COUNTY OF Shawnee

On this 29th day of November, 19 74, before me personally appeared Dan C. Tutcher, to me personally known, who being by me duly sworn, says that he is the Vice President of Tutcher Magic Gas Co., Inc., that said instrument was signed on behalf of said corporation 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 corporation.




Phyllis K. Funk Notary Public

My Commission Expires:

My Commission Expires October 1, 1977

TUTCHER MAGIC GAS CO., INC.

Car Leasing Agreement
#1

THIS AGREEMENT, dated this 4th day of September, 1974, by and between Tutcher Magic Gas Co., Inc, /dba/ T & T Gas Products, a Kansas corporation (hereinafter called "T & T"), and NOVAMONT CORPORATION, A DELAWARE corporation, with its principal place of business at Neal, West Virginia, (hereinafter called "Lessee"),

WITNESSETH:

1. T & T agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the cars covered by the riders attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties, and any and all other cars delivered to and accepted by Lessee. Each such rider shall set forth the number of cars, the rental rate, term of use, car numbers, and other pertinent information that may be desired by both parties. All cars leased pursuant to such riders or otherwise delivered to and accepted by Lessee, are subject to the terms of this Agreement.

2. T & T agrees to deliver the cars to Lessee at a point or points designated by Lessee. T & T's obligation as to such delivery shall be subject to all delays resulting from causes beyond its control. Lessee agrees to use the cars exclusively in its own service, except as hereinafter provided, and none of the cars shall be shipped beyond the boundaries of the United States or Canada except with the prior written consent of T & T. Lessee agrees that if any of the cars are used outside of Continental United States, Lessee shall reimburse T & T for any customs duties, taxes, investment tax credit reductions or other expenses resulting from such use.

3. Lessee agrees to pay the rental charges with respect to each of the cars from the date of delivery thereof and until such car is returned to and accepted by T & T. Such rental charges shall be paid to T & T at its principal office, Box 308, Overbrook, Kansas 66524, in advance on the first day of each month, prorating, however, any period which is less than a full month.

4. Each of the cars shall be subject to Lessee's inspection upon delivery to Lessee. Failure to report any defect in the car within a reasonable time after delivery of the car or the loading of each such car by Lessee or at its direction shall constitute acceptance thereof by Lessee, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.

5. T & T agrees to keep records pertaining to the movement of the cars, and Lessee agrees to promptly furnish T & T with complete reports of the car movements, including dates received, loaded and shipped, commodity, destination, and full junction routing, and all information which Lessee may receive from railroad companies or other sources which may be of use to T & T. T & T shall collect the mileage earned by the cars, and subject to all rules of the tariffs of the railroads, T & T shall credit to Lessee's rental account such mileage as and when received from the railroads, but in no event shall the aggregate amount of mileage credited exceed the aggregate monthly rentals for the term of this Agreement. Mileage earnings for all cars covered by this Agreement shall be carried in a consolidated account.

6. Lessee agrees to reimburse T & T for any payment T & T may be required to make to any railroad, due to mileage equalization where applicable, resulting from excess empty mileage incurred by the cars on such railroad. For the purpose of this paragraph the railroad mileage and junction

reports shall be prima facie evidence of the facts reported therein. In addition, if T & T is required to make any payments to a railroad resulting from the empty movement of any of the cars while they are in Lessee's service, Lessee agrees to reimburse T & T for such payments.

7. Lessee shall promptly notify T & T upon receipt by Lessee of knowledge of any damage to any of the cars. T & T agrees to pay for the maintenance and repair of the cars, except as hereinafter provided. Lessee shall not repair, or authorize the repair of, any of the cars without T & T's prior written consent, except that running repairs (as specified in the Association of American Railroads Rules for Interchange) may be performed without prior written consent. The amount T & T will pay for such running repairs shall not be in excess of the basis, in effect at the time the repair is made provided by the Association of American Railroads. If any car becomes unfit for service and shall be held in a car shop for repairs and shall remain therein for a period in excess of five days, the monthly rental with respect to such car shall abate from and after such period of five days until such car is released from the shop or until another car shall have been placed in the service of Lessee by T & T in substitution for such car. It is understood that no rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.

8. In the event any car is totally damaged or destroyed, the rental with respect to such car shall terminate upon receipt by T & T of notification thereof, and in the event any car is reported to be bad ordered and T & T elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for repairs, the rental with respect to such car shall terminate upon receipt by T & T of notification that such car was bad ordered. T & T shall have the right, but shall not be obligated, to substitute for any such car another car of the same type and capacity and

the rental in respect to such a substituted car shall commence upon delivery of such substituted car to Lessee.

9. In the event that any of the cars, or the fittings, appliances or appurtenances thereto, shall be damaged, ordinary wear and tear excepted, or destroyed either as a result of the acts of any of Lessee's employees, agents or customers or from any commodity or other material loaded therein or thereon, Lessee agrees to assume financial responsibility for such damage or destruction.

10. T & T shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the cars, and Lessee agrees to assume financial responsibility for, to indemnify T & T against, and to save it harmless from any such loss or damage.

11. Lessee, at its own expense, shall either replace or reimburse T & T for the cost of replacing any appliance or removable part, if destroyed, damaged, lost, removed or stolen unless the railroads transporting the cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence or omission of T & T, its agents or employees.

12. The application, maintenance and removal of interior protective lining in any of the cars is to be performed by and at the expense of Lessee unless otherwise specifically provided for in the applicable rider.

13. Lessee agrees to indemnify and hold T & T harmless from and against any loss, liability, claim, damage or expense (including, unless Lessee assumes the defense, the reasonable cost of investigating and defending against any claim for damages) arising out of or in connection with the use of the cars during the term of this Agreement, excepting, however, any loss, liability, claim, damage or expense which ^{accrues} ~~arises~~ with respect to any

of the cars (i) while such car is in a repair shop undergoing repairs; (ii) which is attributable to the negligence or omission of T & T, its agents or employees; or (iii) for which a railroad or railroads have assumed full responsibility, including investigating and defending against any claim for damages.

14. No lettering or marking of any kind shall be placed upon any of the cars by Lessee except with the prior written consent of T & T.

15. Lessee agrees not to load any of the cars in excess of the load limit stenciled thereon.

16. Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the cars as well as loss of or damage to any car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to the Association of American Railroads Rules for Interchange.

17. Lessee shall make no transfer or assignment of its interest under this Agreement in and to the cars without T & T's prior written consent, except that Lessee may sublease any of the cars to its customers for single trips ^{consistent} consistent with its normal merchandising methods; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to T & T under all conditions and terms of this Agreement. No right, title or interest in any of the cars shall vest in Lessee by reason of the Agreement or by reason of the delivery to or use by Lessee of the cars, except the right to use the cars in accordance with the terms of this Agreement.

18. If Lessee shall fail to perform any of its obligations hereunder, T & T at its election may either (a) terminate this Agreement immediately and repossess the cars, or (b) withdraw the cars from the service of Lessee and deliver the same or any thereof, to others upon such terms as T & T may see fit. If T & T shall elect to proceed in accordance with

clause (b) above and if T & T during the balance of the term of this Agreement shall fail to collect for the use of the cars a sum at least equal to all unpaid rentals hereunder to the stated date of termination hereof plus an amount equal to all expenses of withdrawing the cars from the service of Lessee and collecting the earnings thereof, Lessee agrees to pay from time to time upon demand by T & T the amount of any such deficiency. It is expressly understood that T & T at its option may terminate this Agreement in the event that a petition in bankruptcy or a petition for a trustee or receiver be filed by or against Lessee or in the event that Lessee shall make an assignment for creditors.

19. Upon the termination of each rider, Lessee agrees, subject to the provisions of paragraph 8 above, to return the cars to T & T at the final unloading point or at such other place or places as are mutually agreed to, in the same or as good condition as received, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, and free from all accumulations or deposits from commodities transported in or on the cars while in the service of Lessee. If any car is not returned to T & T free from such accumulations or deposits, Lessee shall reimburse T & T for any expense incurred in cleaning such car.

20. T & T agrees to assume responsibility for and to pay for all property taxes levied upon the cars and to file all property tax reports relating thereto. Lessee agrees to assume responsibility for and to pay any applicable state sales, use or similar taxes resulting from the lease or use of the cars.

21. It is understood that some of the cars furnished Lessee under this Agreement and T & T's rights under this Agreement may, at the time of delivery to Lessee or at some future time during the term of this Agreement

be subject to the terms of a mortgage, deed of trust, equipment trust, pledge or assignment or similar security arrangement. Lessee agrees that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgage, trustee, pledge, assignee or security holder and that this Agreement, and Lessee's rights hereunder, are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee, or security holder. As to the cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings under Section 20c of the Interstate Commerce Act; however, until notified to the contrary by any person reasonably proving to Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, Lessee is to pay all rentals to the order of T & T. Lessee hereby consents to and accepts such assignment. Lessee agrees that no claim or defense which Lessee may have against T & T shall be asserted or enforced against any assignee of this Agreement.

22. This Agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives, and shall remain in full force and effect from the date hereof until the completion of the leasing arrangement shown on attached riders of the last car or cars hereunder, and all such cars are returned to T & T.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in two counterparts (each of which shall be deemed an original) the day and year first above written.

TUTCHER MAGIC GAS CO., INC.
dba/ T & T Gas Products

ATTEST:

John Jewell

By Dan C. Tutcher
Dan C. Tutcher, President

ATTEST:

NOVAMONT CORPORATION

By [Signature]

RIDER NO. 1 (2)
Forming Part of
TUTCHER MAGIC GAS CO., INC.
dba/ T & T Gas Products
CAR LEASING AGREEMENT #1

The cars described herein shall be subject to the terms and conditions of said Agreement during the terms of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Two (2)	33,500 gallon capacity pressure tank cars, DOT 112A400W, for shipment of Propane (LLLX10174 & LLLX10274)	\$500.00

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 4th day of September, 1974.

TUTCHER MAGIC GAS CO., INC.
dba/ T & T GAS PRODUCTS

ATTEST:

John Jewell

By

Dan C. Tutcher
Dan C. Tutcher, President

ATTEST:

James Shelton

NOVAMONT CORPORATION

By

[Signature]

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

OF

TUTCHER MAGIC GAS CO., INC/T&T GAS PRODUCTS, Ltd.

We, Don Tutcher, President, and Dan C. Tutcher, Vice President
Secretary

of Tutcher Magic Gas Co., Inc/T&T Gas Products, Ltd., do hereby certify that the

following is a true and correct copy of a certain resolution adopted by the Board of Directors of said corpora-

tion at a meeting thereof duly called and held on the 1st day of June 1973 :

RESOLVED: That any of the following officers of the corporation, to-wit (*)

- Don Tutcher, President
- Dan Tutcher, Vice President
- John Jewell, Secretary



are hereby authorized to borrow money and obtain other form of credit without limit as to amount for this corporation from THE FIRST NATIONAL BANK OF TOPEKA, TOPEKA, KANSAS, on such terms as may seem to them advisable, and either originally or in addition or substitution, to make and deliver notes, drafts, acceptances, assignments or other agreements and any other obligations of this corporation therefor in form satisfactory to said bank and as security therefor either originally or in addition or substitution to mortgage, assign, pledge and/or trustee any stocks, bonds, bills and accounts receivable, bills of lading, warehouse receipts, negotiable instruments or any other security, assets and/or property of this corporation, with full authority to endorse and execute guarantees in connection therewith in the name of this corporation; and also to discount any bills receivable or other negotiable paper of this corporation with full authority to endorse same in the name of this corporation and/or individually, or to endorse and/or discount the same to or for themselves jointly and/or severally, and for their own joint and/or several individual use and benefit and generally to execute any other documents or do any other act that may be necessary or required in connection with the corporation's account or its or their dealings with the said bank, and that the acts of the officers of this corporation in incurring the indebtedness now owing to The First National Bank of Topeka, Topeka, Kansas, by this corporation in the amount of \$... including their acts in pledging, mortgaging and/or assigning the assets and property of this corporation to secure the payment of the same are hereby adopted, ratified and confirmed, and the officers hereinabove set forth are authorized and empowered and directed to extend and renew the note or notes evidencing the same from time to time.

That the foregoing powers and authority are to continue until written notice of revocation has been given to said bank by this corporation.

We further certify that the resolution has been duly entered upon the Minute Book of this corporation and that the same has never been modified or repealed.

IN WITNESS WHEREOF, we have hereunto set our hand and the seal of this corporation this 15th day of JUNE, 1973.

Don Tutcher
President

Dan C. Tutcher
VICE PRESIDENT, Secretary

(*) Where joint signatures are required or where it is necessary for countersignature so indicate.

STATE OF Kansas
COUNTY OF Shawnee ss:

On this 15th day of June, 19 73, before me personally appeared Don Tatcher and Dan C. Tatcher, to me personally known, who being by me duly sworn, says that he is the ^{President and Vice} President, and Vice respectively of Tatcher Magic Gas Co., Inc., that said instrument was signed on behalf of said corporation 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 corporation.



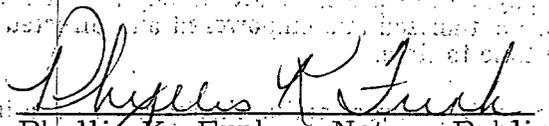
Martha Eson Notary Public

My Commission Expires:
My Commission Expires February 23, 1976



STATE OF Kansas
COUNTY OF Shawnee ss:

On this 25th day of April, 19 75, the undersigned, a notary public in and for the above state and county, has compared this copy to the original document and certifies that it is a true and correct copy in all respects.



Phyllis K. Funk Notary Public

My Commission Expires:

My Commission Expires October 1, 1977

