

**RICHMOND LEASING COMPANY**

777 SOUTH POST OAK ROAD • HOUSTON, TEXAS 77027 • 713-627-9003

RECORDATION NO. *8207-1* Filed & Recorded

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June 30, 1976

JUL 7 1976 4 00 PM

JUL 7 1976 4 00 PM

INTERSTATE COMMERCE COMMISSION

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JUL 7 1976

Fee \$ *1.20*

RECEIVED  
3 54 PM '76  
REGISTRATION UNIT

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

ICC Washington, D. C.

Gentlemen:

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 a Second Supplemental Agreement and a Second Supplemental Assignment concerning railroad cars used or intended for use in connection with Interstate Commerce as follows:

*Counterpart - Robt Isenberg*

(i) Three (3) executed counterparts of a Second Supplemental Agreement dated as of June 28, 1976 by and between Richmond Leasing Company and The First National Bank of Fort Worth, as Trustee, amending Richmond Leasing Company Equipment Trust Agreement, Series 8 dated as of January 30, 1976, and filed with the ICC at 11:05 a.m. on February 5, 1976, under Recordation No. 8207, (hereinafter the "Equipment Trust Agreement, Series 8").

(ii) Three (3) executed counterparts of the Second Supplemental Assignment effective June 28, 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 8.

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 76102.

Interstate Commerce Commission  
June 30, 1976  
Page 2

The equipment covered by the Second Supplemental Agreement and the Second Supplemental Assignment is described in Attachment A and Exhibit A hereto.

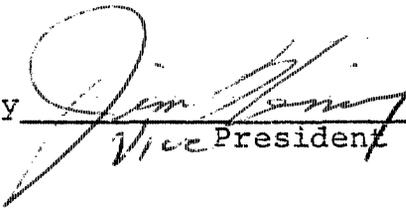
Enclosed is a check in the necessary amount to cover the recordation fee.

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

Very truly yours,

RICHMOND LEASING COMPANY

By

  
Vice President

Enclosures

ATTACHMENT A

RICHMOND LEASING COMPANY  
EQUIPMENT TRUST, SERIES 8

<u>Lessee</u>	<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed &amp; Car Numbers</u>	<u>Maximum Cost</u>	<u>Term of Lease</u>	<u>Date of Earliest Service</u>	<u>Monthly Rental</u>
Exxon Chemical	23	DOT105A400W	33,500	RTMX 3800 thru 3822	\$1,147,378	72 mo*	July 1976	\$12,420

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

EXHIBIT A

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed and Car Numbers</u>
23 Tank cars	DOT105A300W	33,750	RTMX 3460 thru 3482
2 Tank cars	DOT111A100W5	20,800	RTMX 2667 and 2668

**Interstate Commerce Commission**  
Washington, D.C. 20423

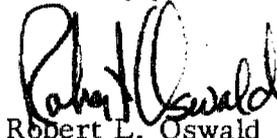
OFFICE OF THE SECRETARY

July 7, 1976

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **July 7, 1976** at **4:00pm** , and assigned recordation number(s) **8207H & 8207I**

Sincerely yours,



Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

JUN 7 1976 4 PM

INTERSTATE COMMERCE COMMISSION

SECOND SUPPLEMENTAL AGREEMENT

This SECOND SUPPLEMENTAL AGREEMENT, effective as of June 28, 1976, by and among THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States, as Trustee under the Trust Agreement as hereinafter defined (hereinafter called "FNB"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "RLC"):

W I T N E S S E S

WHEREAS, FNB and RLC have previously entered into Richmond Leasing Company Equipment Trust, Series 8, dated as of January 30, 1976, and filed with the Interstate Commerce Commission ("ICC") at 11:05 a.m. on February 5, 1976, under Recordation No. 8207 (hereinafter the "Trust Agreement"), pursuant to which Trust Agreement there were to be issued and sold Trust Certificates in the aggregate amount of \$5,000,000 (hereinafter the "Trust Certificates"), the funds from the sale of the Trust Certificates (the "Trust Funds") to constitute the Richmond Leasing Company Equipment Trust, Series 8 (the "Equipment Trust, Series 8"); and

WHEREAS, a portion of the Trust Funds have been disbursed from time to time to finance 80% of the purchase price of the Trust Equipment (as defined in the Trust Agreement); and

WHEREAS, RLC is desirous of financing from the Equipment Trust, Series 8 certain additional railway equipment specified in Attachment A hereto (hereinafter the "Railway Equipment"), which Railway Equipment is subject to the Leases specified in Attachment B hereto (the "Leases"); the Railway Equipment and the Leases having not been included in the Trust Agreement or in Exhibit A ("Exhibit A") or Exhibit B ("Exhibit B") to the Trust Agreement as originally executed; and

WHEREAS, certain additional railway equipment listed on Attachment C hereof (the "Surplus Equipment") and the leases thereof listed on Attachment D hereof (the "Surplus Leases") were added to Exhibit A and Exhibit B of the Trust Agreement by that certain First Supplemental Agreement between the parties hereto amending the Trust Agreement effective as of May 21, 1976 and filed with the ICC at 3:40 p.m. on May 27, 1976 under Recordation No. 8207-F (the "First Supplemental Agreement") and that certain First Supplemental Assignment between the parties hereto dated as of May 21, 1976 and filed with the ICC at 3:40 p.m. on May 27, 1976 under Recordation No. 8207-E (the "First Supplemental Assignment") and the parties now desire to delete such Surplus Equipment and Surplus Leases from Exhibit A and Exhibit B; and

WHEREAS, the parties further desire to amend the First Supplemental Agreement to revise a term defined therein.

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

1. The First Supplemental Agreement is hereby amended by deleting the term ..."Trust Equipment"... from line 4 of Paragraph 1 on page 2 thereof, and substituting therefor the term ..."Equipment"....

2. The Trust Agreement is hereby amended to include in Exhibit A the Railway Equipment contained in Attachment A hereof, and to include in Exhibit B the Leases contained in Attachment B hereof. Accordingly, the term "Equipment" as used in the Trust Agreement shall hereafter mean and include for all intents and purposes the Railway Equipment, and the term "Existing Leases" as used in the Trust Agreement shall hereafter mean and include for all intents and purposes the leases.

3. The Surplus Equipment contained in Attachment C and the Surplus Leases contained in Attachment D are hereby deleted from Exhibit A and Exhibit B, respectively, of the

Trust Agreement and shall be no longer subject in any way to the Trust Agreement or to the rights of the Trustee or the Holders of the Trust Certificates (as those terms are defined in the Trust Agreement) thereunder.

IN WITNESS WHEREOF, FNB and RLC 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 effective as of the date first written above.

[SEAL]

THE FIRST NATIONAL BANK OF  
FORT WORTH

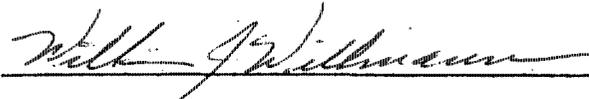
By



~~Trust Officer~~

Senior Vice President  
And Trust Officer

ATTEST:

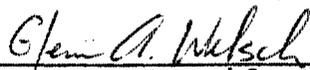


TRUST OFFICER

[SEAL]

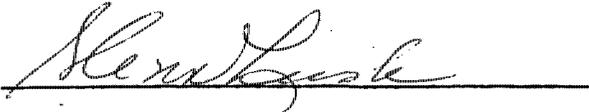
RICHMOND LEASING COMPANY

By



President

ATTEST:



THE STATE OF TEXAS

X

COUNTY OF TARRANT

X

On this 24 day of June, 1976, before me personally appeared B. J. Crow, to me personally known, who, being by me duly sworn says that he is a ~~Trust Officer~~ <sup>Senior Vice President and Trust Officer</sup> 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.

Janice Leggett Janice Leggett, Notary Public  
Tarrant County, Texas  
Notary Public in and for  
Tarrant County, Texas

My Commission Expires February 11, 1978

THE STATE OF TEXAS

X

COUNTY OF HARRIS

X

BEFORE ME, the undersigned authority, on this day personally appeared Gerald A. Welick, 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 24 day of June, 1976.

Jessita D. Crofford  
Notary Public in and for  
Harris County, Texas

(Added)

ATTACHMENT A

RICHMOND LEASING COMPANY  
EQUIPMENT TRUST, SERIES 8

<u>Lessee</u>	<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed &amp; Car Numbers</u>	<u>Maximum Cost</u>	<u>Term of Lease</u>	<u>Date of Earliest Service</u>	<u>Monthly Rental</u>
Exxon Chemical	23	DOT105A400W	53,500	RTMX 3800 thru 3822	\$1,147,378	72 mo*	July 1976	\$12,420

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

ATTACHMENT B

EXISTING LEASES

1. Tank Car Lease and Service Contract dated March 30, 1976, between Richmond Leasing Company and Exxon Chemical Company, U.S.A. covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
23	33,500 Gallons DOT105A400W	RTMX 3800 thru 3822

ATTACHMENT C

*(Deleted)*

RICHMOND LEASING COMPANY  
EQUIPMENT TRUST, SERIES 8

<u>Lessee</u>	<u>Quantity</u>	<u>Class</u>	<u>Capacity in Gallons</u>	<u>Initialed &amp; Car Numbers</u>	<u>Maximum Cost</u>	<u>Term of Lease</u>	<u>Date of Earliest Service</u>	<u>Monthly Rental</u>
Rail U. S. Leasing Company	23	DOT105A300W	33,750	RTMX 3460 thru 3482	\$1,066,786	144 mo*	Jun 1976	\$10,810
Pennwalt Corporation	2	DOT11A100W5	20,800	RTMX 2667 and 2668	\$ 74,742	144 mo	Jun 1976	\$ 774

\*Cancellation option after 3 years (\$1,800 penalty per car) or after 6 years (no penalty)

ATTACHMENT D

EXISTING LEASES

1. Tank Car Lease and Service Contract dated April 15, 1976, between Richmond Leasing Company and Rail U. S. Leasing Company covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
23	33,750 Gallons DOT105A300W	RTMX 3460 thru 3482

2. Tank Car Lease and Service Contract dated February 19, 1976, between Richmond Leasing Company and Pennwalt Corporation to the extent that it covers the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	20,800 Gallons DOT111A100W5	RTMX 2667 and 2668