



BANKERS TRUST COMPANY

ONE PENN PLAZA, NEW YORK, N. Y. 10001

November 16, 1979

RECORDATION NO. **11094** Filed 1425

TERENCE J. MOGAN, VICE PRESIDENT
TELEPHONE 212 692-2174

NOV 27 1979 10 09 AM

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION No. **9-331A624**
Date **NOV 27 1979**
Fee \$ **50.00**

Dear Sir:

ICC Washington, D. C.

Enclosed herewith for filing and recordation, pursuant to Section 20c of the Interstate Commerce Act and the regulations thereunder, are four counterparts of Chattel Mortgage and Security Agreement dated November 15, 1979 (the "Mortgage") between the following parties:

- (a) Reagent Chemical & Research, Inc., 124 River Road, Middlesex, New Jersey 08846, Mortgagor;
- (b) Bankers Trust Company, One Penn Plaza, New York, New York 10001, Mortgagee.

The Mortgage covers the following equipment:

7 DOT 111A100W5 20,750 gallon non-coiled, non-insulated, rubber lined tank cars built by Richmond Tank Car Company bearing Mortgagor's car numbers RCRX 1061 to RCRX 1067 (both inclusive).

No prior recordation of the Mortgage has been made.

Enclosed is bank cashier's check in the amount of \$50 in payment of the required filing fee.

It is requested that one counterpart of the Mortgage with the Commission's filing data indicated thereon be returned to:

Bankers Trust Company
One Penn Plaza
New York, N.Y. 10001
Attention: Terence J. Mogan, Vice President

or their representative.

Respectfully submitted,
BANKERS TRUST COMPANY

By Terence J. Mogan
Vice President

NOV 27 1979
11 27 1979

Interstate Commerce Commission
Washington, D.C. 20423

11/28/79

OFFICE OF THE SECRETARY

Bankers Trust Company

One Penn Plaza

New York, N.Y. 10001

Attn: Terence J. Morgan, VP

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/27/79 at 10:00am, and assigned re-
recording number(s). 11304

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

CHattel MORTGAGE AND SECURITY AGREEMENT

RECORDATION NO. 11094 Filed 1425
NOV 27 1979 - 10 00 AM
INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated 15 November , 1979
(this "Mortgage"), by and between REAGENT CHEMICAL &
RESEARCH, INC., a Delaware corporation ("Mortgagor"),
and BANKERS TRUST COMPANY ("Mortgagee");

W I T N E S S E T H :

WHEREAS, the Mortgagor and the Mortgagee are parties
to a certain Loan Agreement dated as of March 21, 1979 (as
the same may be amended, supplemented or modified from time
to time the "Loan Agreement"; unless otherwise defined here-
in, the capitalized terms used herein are used with the mean-
ings assigned to such terms in the Loan Agreement) pursuant
to which the Mortgagee has agreed, upon the terms and con-
ditions set forth therein, to make Advances to the Mortgagor
from time to time for the purpose of financing the purchase
price of the Cars; and

WHEREAS, it is a condition to the making by the
Mortgagee of Advances to the Mortgagor that this Mortgage
be executed and delivered;

NOW, THEREFORE, to secure the following (collective-
ly, the "Obligations"):

(a) the due and punctual payment of all indebtedness, obligations and liabilities of the Mortgagor to the Mortgagee, including, without limitation, under the Loan Agreement, the Note and this Mortgage, now existing or hereafter arising whether direct or indirect, absolute or contingent, matured or unmatured; and

(b) the due and punctual performance and observance of all obligations, covenants and agreements to be performed or observed by the Mortgagor under any present or future agreement with the Mortgagee, including, without limitation, under the Loan Agreement, the Note and this Mortgage;

the Mortgagor hereby mortgages to the Mortgagee, and grants to the Mortgagee a security interest in the below described property (collectively, the "Collateral"):

A. Seven (7) DOT 111A100W5 20,800 gallon non-coiled, non-insulated, rubber lined tank cars built by Richmond Tank Car Company bearing Mortgagor's car numbers RCRX 1061 to RCRX 1067 (both inclusive), (collectively, the "Cars"), together with (and the term "Car" shall include) all appliances, parts, instruments, appurtenances, accessories and equipment now or hereafter incorporated or installed in or attached to such cars, and all substitutions, replacements and renewals

of any and all of the foregoing and all other property which shall hereafter become physically incorporated or installed in or attached to such cars, whether the same is now owned by the Mortgagor or hereafter acquired by it; and

B. All cash and non-cash proceeds of any and all of the Cars, including, without limitation, insurance proceeds from any loss or damage to any and all of the Cars.

IT IS HEREBY AGREED by the parties hereto that the Collateral is to be held, used and operated subject to the further terms herein set forth:

SECTION 1. Inspection. The Mortgagor will permit any authorized representatives of the Mortgagee to inspect the Collateral, or any part thereof, and to examine, copy or make extracts from, any and all books, records and documents in the possession of the Mortgagor relating to the Collateral or any part thereof and performance of this Mortgage, all at such reasonable times and as often as may reasonably be requested. The Mortgagee shall have no duty to make any such inspection or examination and shall not incur any liability or obligation by reason of not making any such inspection or examination.

SECTION 2. Liens. The Mortgagor will not directly or indirectly create, incur, assume or suffer to exist any

mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance on or with respect to the Collateral other than the lien and security interest of this Mortgage.

SECTION 3. Other Covenants. So long as this Mortgage shall remain in effect the Mortgagor covenants and agrees that:

(a) It will preserve and maintain its existence, rights and franchises and comply with all laws applicable thereto.

(b) It will from time to time, at its own expense, take all action requested by the Mortgagee to establish, preserve, protect and perfect the rights created by this Mortgage, including, without limitation, the execution, filing and recording, in such offices as shall be required or appropriate under applicable law, of any financing statement, security agreement, continuation statement or other instrument as the Mortgagee may reasonably request.

(c) It will defend its title to the Collateral and every part thereof against all claims and demands whatsoever.

(d) It will keep the Collateral in good repair and condition and in good working or running order, ordinary wear and tear excepted.

(e) It will comply with all laws, rules and

regulations (including those prescribed by the Interstate Commerce Commission and other applicable regulatory bodies or agencies) relating to, and promptly pay when due all fees, taxes, assessments and other charges which may be levied upon or assessed against, the ownership, operation, possession, maintenance or use of the Cars; provided, however, that the Mortgagor shall not be obligated to comply with any such law, rule or regulation, or to pay any such tax, assessment or other charge, the validity of which is being contested by the Mortgagor in good faith by appropriate proceedings, so long as forfeiture of any part of the Cars will not result from the failure of the Mortgagor to comply with any such law, rule or regulation, or to pay any such tax, assessment or other charge during the period of such contest.

(f) It will not sell, lease, transfer or otherwise dispose of any Car.

(g) It will not acquire any Car subject to a purchase money security interest in favor of any person, firm or corporation other than the Mortgagee.

(h) It will not permit any Car to be located or operated outside of the contiguous United States.

(i) It will promptly notify the Mortgagee of

any theft, loss, destruction, seizure, confiscation, rendering unfit for use of or damage to any of the Cars, and will, as promptly as possible, either (i) place such Car in good repair, condition and working or running order or (ii) replace such Car with another like such tank car in good repair, condition and working or running order and furnish to the Mortgagee such documents and instruments and take such other action so as to vest in the Mortgagee a fully perfected first priority security interest and lien in and to such replacement tank car as security for the Obligations, all at the sole cost and expense of the Mortgagor.

(j) It will furnish to the Mortgagee at the Mortgagee's request a list or lists, certified by a duly authorized officer of the Mortgagor, covering all of the Collateral and specifying the location thereof.

(k) It will place a legend on each Car as follows: "Bankers Trust Company, Mortgagee".

SECTION 4. Remedies. (a) If any Event of Default shall occur and be continuing, then, in any such event, the Mortgagee may, forthwith to the extent permitted by law:

(i) apply to a court of competent jurisdiction to obtain specific performance or observance by the Mortgagor of any

covenant, agreement, or undertaking on the part of the Mortgagor hereunder which the Mortgagor shall have failed to observe or perform or to obtain aid in the execution of any power granted herein, and/or (ii) proceed to foreclose upon and against the lien and security interest created by this Mortgage according to the laws of the applicable jurisdiction by doing any one or more or all of the acts described in subsection (b) below and/or of the following acts, as the Mortgagee in its sole and complete discretion may then elect:

(1) exercise all the rights and remedies upon default, in foreclosure and otherwise, available to mortgagees or secured parties under the provisions of applicable law;

(2) institute legal proceedings to foreclose upon and against the lien and security interest granted by this Mortgage, to recover judgment for all amounts then due and owing as indebtedness secured hereby, and to collect the same out of any or all of the Collateral or the proceeds of any sale thereof;

(3) institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any or all of the Collateral;

(4) without regard to the adequacy of the security for the Obligations by virtue of this Mortgage or any other collateral or to the solvency of the Mortgagor, institute legal proceedings for the appointment of a receiver or receivers with respect to any or all of the Collateral pending foreclosure hereunder or for the sale of any or all of the Collateral under the order of a court of competent jurisdiction or under other legal process; or

(5) personally or by agents or attorneys, enter upon any premises where the Collateral or any part thereof may then be located, and take possession of all or any part thereof; and without being responsible for loss or damage to such Collateral, hold, store, and keep idle, or lease, operate or otherwise use or permit the use of, the Collateral or any part thereof, for such time and upon such terms as the Mortgagee may in its sole and complete discretion, deem to be in its own best interest, and demand, collect, and retain all hire, earnings, and other sums due and to become due in respect of the same from any party whomsoever, accounting only for net earnings, if any, arising from such use and charging against all receipts from the use of the same or from the sale thereof, by court

proceedings or pursuant to subsection (b) below, all other costs, expenses, charges, damages, and other losses resulting from such use.

At any sale pursuant to this Section 4, whether under the power of sale or by virtue of judicial proceedings, it shall not be necessary for the Mortgagee or a public officer under order of a court to have present physical or constructive possession of the Collateral to be sold. Upon any sale hereunder of any or all of the Collateral or any interest therein, the receipt of the officer making such sale under judicial proceedings or of the Mortgagee shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obligated to see to the application thereof. Any sale hereunder of any or all of the Collateral or any interest therein shall forever be a perpetual bar against the Mortgagor with respect to such Collateral or interest therein, as the case may be.

(b) If the Mortgagee should elect to foreclose upon and against the lien and security interest created in and by this Mortgage, the Mortgagor shall, upon demand of the Mortgagee, deliver to the Mortgagee all or any part of the Collateral at such time or times and place or places as the Mortgagee may specify (which may be the premises of the Mortgagor, and if such premises, the Mortgagee shall be entitled to store the Collateral upon such premises without

charge until the Mortgagee shall desire to remove the same therefrom); and the Mortgagee is hereby authorized and empowered to the extent permitted by law, with or without the aid of process of law and without being responsible for loss or damage to such Collateral, to enter upon any premises where the Collateral or any part thereof may be located and take possession of and remove the same. The Mortgagee may thereafter sell, lease and dispose of, or cause to be sold, leased and disposed of, all or any part of the Collateral, in one lot as an entirety or in separate lots and without the necessity of gathering at the place of disposition the Collateral to be disposed of, at one or more public or private sales, leasings or other dispositions, at such places and times and on such terms and conditions as the Mortgagee may deem fit; and for the aforesaid purpose of all notices of sale, lease, or other disposition, and advertisement, and other notice or demand, and any obligation of a prospective purchaser or lessee to inquire as to the power and authority of the Mortgagee to sell, lease or otherwise dispose of the Collateral or as to the application by the Mortgagee of the proceeds of sale, lease or otherwise, which would otherwise be required by, or available to the Mortgagor under, applicable law are hereby expressly waived by the Mortgagor to the fullest extent permitted by such law. In the event that any mandatory requirement of applicable law shall obligate the Mortgagee to give prior notice to the Mortgagor of

any of the foregoing acts, the Mortgagor hereby agrees that a written notice sent to it so as reasonably to be expected to be delivered to the Mortgagor at least 10 business days before the date of any such act at the address specified for the Mortgagor in the Loan Agreement shall be deemed to be reasonable notice of such act and specifically, reasonable notification of the time after which any private sale, lease or other disposition intended to be made hereunder is to be made.

SECTION 5. Application of Proceeds. The proceeds of any sale, lease or other disposition of all or any of the Collateral under this Mortgage and all other sums realized by the Mortgagee pursuant to this Mortgage or any proceedings hereunder shall be applied to the payment of the Obligations (including those specified in this Section 5) in such manner and order as the Mortgagee shall elect. The Mortgagor shall remain liable for any deficiency remaining after such application. The Mortgagor agrees to pay on demand all costs and expenses (which shall be secured by this Mortgage) of such sale, lease, disposition or other realization, including court costs and reasonable compensation of the Mortgagee's agents and counsel, and all expenses, liabilities and advances made or incurred by the Mortgagee in connection therewith, including, without limitation, taxes upon or with respect to such sale, lease, disposition or

realization and the payment of taxes and liens, if any, prior to the lien and security interest of this Mortgage and to the payment of expenses and the reimbursement of payments incurred or made by the Mortgagee pursuant to Section 9 hereof.

SECTION 6. Mortgagee as Attorney. The Mortgagor hereby irrevocably appoints the Mortgagee the true and lawful attorney of the Mortgagor (with full power of substitution) in the name, place and stead of, and at the expense of, the Mortgagor (i) to give any necessary receipts or acquittances for amounts collected or received hereunder, (ii) to make all necessary transfers of all or any part of the Collateral in connection with any sale, lease or other disposition made pursuant hereto, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments, and other instruments in connection with any such sale, lease or other disposition, and (iv) to carry out the provisions of this Mortgage, the Mortgagor hereby ratifying and confirming all that its said attorney (or any substitute) shall lawfully do hereunder and pursuant hereto. Nevertheless, if so requested by the Mortgagee or a purchaser or lessor, the Mortgagor shall ratify and confirm any sale, lease or other disposition by executing and delivering to the Mortgagee or such purchaser or lessor all proper bills of sale, assignments, releases, leases and other instruments as may be designated

in any such request.

SECTION 7. Insurance. Mortgagor shall at all times carry and maintain on the Collateral public liability and property damage insurance naming Mortgagee as an issued and (except for liability policies) loss payee as Mortgagee may specify, all in such form and amounts and with such insurance companies as shall be satisfactory to the Mortgagee. Mortgagor shall deliver to the Mortgage, at the request of the Mortgagee from time to time, evidence satisfactory to the Mortgagee of such insurance coverage in force.

SECTION 8. Remedies Cumulative; Fees and Expenses.

(a) No failure or delay on the part of the Mortgagee in exercising, and no course of dealing with respect to, any right, power or remedy under this Mortgage, and no notice or demand which may be given to or made upon the Mortgagor with respect to any such right, power or remedy, shall constitute a waiver thereof (except for any waiver contained in such notice) or limit or impair the right of the Mortgagee to take any other or similar action or to exercise any other right, power or remedy granted in this Mortgage or otherwise available to the Mortgagee; nor shall any single or partial exercise by the Mortgagee of any right, power or remedy under this Mortgage preclude any other or further exercise thereof or the exercise of any other right, power or remedy granted in this Mortgage or otherwise available to the Mortgagee or

prejudice its rights against the Mortgagor in any respect. Each and every remedy of the Mortgagee shall be cumulative and shall not be exclusive of any other remedies provided now or hereafter at law, in equity or otherwise.

(b) The Mortgagor hereby agrees to indemnify and hold harmless the Mortgagee from and against all losses, damages and liabilities incurred or sustained by the Mortgagee relating to matters arising out of this Mortgage, except for losses, damages and liabilities caused by the gross negligence or wilful misconduct of the Mortgagee.

SECTION 9. The Mortgagee's Right to Perform for the Mortgagor. If the Mortgagor fails to make any payment required to be made by it hereunder or fails to perform or comply with any of its agreements contained herein, the Mortgagee may, upon 10 days' prior written notice to the Mortgagor, itself make such payment or perform or comply with such agreement (including, without limitation, the agreement of the Mortgagor to maintain insurance pursuant to Section 7), and the amount of such payment and the amount of the reasonable expenses of the Mortgagee incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the rate of 18% per annum, shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute additional indebtedness secured by the lien and security interest of this Mortgage.

SECTION 10. Further Assurances. Without limiting anything set forth above, the Mortgagor shall promptly file and record such financing statements, continuation statements and other instruments or documents with respect to the lien and security interest created hereby as the Mortgagee may reasonably deem necessary or appropriate fully to perfect the lien and security interest, or to fully protect its interests, hereunder, and for such purposes the Mortgagor hereby authorizes the Mortgagee to effect any such filings and recordings without the signature of the Mortgagor to the extent permitted by applicable law.

SECTION 11. Termination. Unless otherwise provided herein, this Mortgage and the lien and security interest granted by this Mortgage shall terminate when the Commitment and all other obligations of the Mortgagee to extend credit to the Mortgagor shall have terminated in whole and when the Obligations shall be fully paid and performed. Upon termination of this Mortgage, as aforesaid, the Mortgagee shall execute and deliver to the Mortgagor, at the Mortgagor's expense, such instruments of release and termination as shall be appropriate in the premises.

SECTION 12. Miscellaneous. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Mortgagor hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No term or provision of this Mortgage may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Mortgagor and the Mortgagee. All the terms, provisions, conditions and covenants herein contained shall be binding upon and shall inure to the benefit of the Mortgagor, the Mortgagee, and their respective successors and assigns. The captions in this Mortgage are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. All notices, demands and other communications concerning this Mortgage shall be sent to either party hereto at its address set forth in Section 7.03 of the Loan Agreement, postage prepaid, or at such other address as shall be stipulated by the parties from time to time.

SECTION 13. Governing Law. This Mortgage shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, except to the extent that the law of some other jurisdiction may be mandatorily applicable to the proceedings taken for the enforcement of

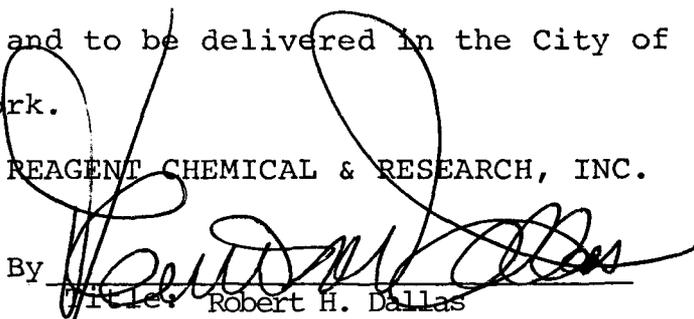
the rights of the Mortgagee hereunder, provided that any remedies herein provided which are valid under the laws of the jurisdiction where proceedings for the enforcement hereof shall be taken shall not be affected by any invalidity thereof under the laws of the State of New York.

SECTION 14. Execution and Delivery. This Mortgage may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Mortgage to be duly executed on the day and year first above written and to be delivered in the City of New York, State of New York.

REAGENT CHEMICAL & RESEARCH, INC.

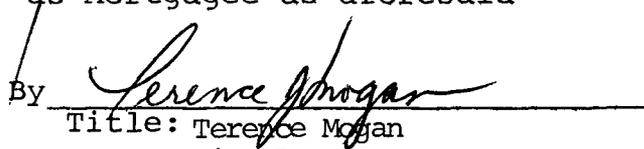
By


Title: Robert H. Dallas
Executive Vice President

[Corporate Seal]

BANKERS TRUST COMPANY,
as Mortgagee as aforesaid

By


Title: Terence Moran
Vice President

[Corporate Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of November in the year 1979, before me personally came Robert H. Dallas to me known, who, being by me duly sworn, did depose and say that he resides at 14 Mill Road, Whitehouse, New Jersey ; that he is Exec. Vice President of Reagent Chemical & Research, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that he seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Notarial Seal]

PAUL S. ROSENBLATT
Notary Public, State of New York
No. 41-5221688 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1982



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15 day of NOVEMBER in the year 1979, before me personally came TERENCE MOGAN to me known, who, being by me duly sworn, did depose and say that he resides at 34 STONEHENGE DR. LINCROFT NJ ; that he is a VICE PRESIDENT of Bankers Trust Company, the banking corporation described in and which executed the foregoing instrument; that he knows the seal of said banking corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said banking corporation; and that he signed his name thereto by like order.

[Notarial Seal]

PAUL S. ROSENBLATT
Notary Public, State of New York
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Notary Public