

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005 I. C. C.

212 HANOVER 2-3000

INTERNATIONAL TELEEX: 620978

TELETYPE: 710-581-0338

TELEX: 125547

SEP 18 8 41 AM '78

OPERATION BR.

File

MAURICE T. MOORE
BRUCE BROMLEY
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. de KOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAMMAN
THOMAS D. BARR
MELVIN L. PEDRICK

GEORGE T. LOWY
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FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL

COUNSEL
ROSSELL L. GILPATRICK
CARLYLE E. MAW

L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

RECORDATION NO. 9644- A & B

SEP 18 1978 - 8 45 AM

INTERSTATE COMMERCE COMMISSION

8-261A010

8

September 6, 1978

Date SEP 18 1978

Fee \$ 10

ICC Washington, D. C.

Pennzoil Company
Lease Financing Dated as of March 21, 1978

Dear Sir:

Reference is made to Equipment Lease dated as of March 21, 1978, between First Security Bank of Utah, N.A., as Trustee, and Pennzoil Company, as Lessee; Trust Indenture dated as of October 1, 1976, between First Security Bank of Utah, N.A., as Owner Trustee, and United States Trust Company of New York, as Trustee; and Supplemental Indenture dated as of March 21, 1978, between First Security Bank of Utah, N.A., as Owner Trustee, and United States Trust Company of New York, as Trustee, all of which documents were previously recorded pursuant to Section 20c of the Interstate Commerce Act on August 16, 1978, at 1:50 p.m. and assigned recordation numbers 9644, 9644A and 9644B, respectively.

In addition to the parties listed in the previous transmittal letter (a copy of which has been attached for your convenience of reference), please also cross-index these documents under the name of:

Duval Corporation
c/o Pennzoil Company
Pennzoil Place,
P. O. Box 2967
Houston, Texas 77001

which is the Sublessee of the equipment covered by the aforementioned documents.

There is enclosed a check for \$10 payable to the Interstate Commerce Commission, representing your fee for the additional cross-indexing.

Very truly yours,



David C. Spialter
As Agent for
Pennzoil Company

H. G. Homme, Esq., Acting Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encl.

79A

BY HAND

CRAVATH, SWAINE & MOORE

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9644
RECORDATION NO. Filed & Recorded

AUG 16 1978 - 1 12 PM

INTERSTATE COMMERCE COMMISSION

9644 - A
RECORDATION NO. Filed & Recorded

AUG 16 1978 - 1 12 PM

INTERSTATE COMMERCE COMMISSION

August 16, 1978

9644 - B
RECORDATION NO. Filed & Recorded

AUG 16 1978 - 1 12 PM

INTERSTATE COMMERCE COMMISSION

Pennzoil Company
Lease Financing Dated as of March 21, 1978

Dear Sir:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Pennzoil Company for filing and recordation counterparts of the following documents:

1. Equipment Lease dated as of March 21, 1978, between First Security Bank of Utah, N.A., as Trustee, and Pennzoil Company, as Lessee.

2. (a) Trust Indenture dated as of October 1, 1976, between First Security Bank of Utah, N.A., as Owner Trustee, and United States Trust Company of New York, as Trustee.

(b) Supplemental Indenture dated as of March 21, 1978, between First Security Bank of Utah, N.A., as Owner Trustee, and United States Trust Company of New York, as Trustee.

The names and addresses of the parties to the aforementioned Agreements are as follows:

(1) Trustee--Indenture Trustee--Mortgagee:

United States Trust Company of New York,
130 John Street,
New York, N. Y. 10038

(2) Trustee--Owner Trustee--Lessor--Mortgagor:

First Security Bank of Utah, N.A.,
P. O. Box 3007,
Salt Lake City, Utah 84125.

(3) Lessee:

Pennzoil Company,
Pennzoil Place,
P. O. Box 2967,
Houston, Texas 77001.

Please file and record the documents referred to in this letter and cross-index them under the names of the Trustee--Indenture Trustee--Mortgagee, the Trustee--Owner Trustee--Lessor--Mortgagor, and the Lessee.

The equipment covered by the aforementioned documents consists of the following:

One hundred (100) 13,500 gallon Exterior Coiled and Insulated Tank Cars for Molten Sulfur Service (AAR Designation T; Tank Car Classification DOT 111A100W1) bearing Lessee's indentifying numbers DVLX 1001 through DVLX 1100, both inclusive.

There is also enclosed a check for \$110 payable to the Interstate Commerce Commission, representing the fee for recording the Equipment Lease and the Trust Indenture as supplemented by the Supplemental Indenture.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



David C. Spialter
As Agent for Pennzoil Company

H. G. Homme, Esq., Acting Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

33

BY HAND

RECORDATION NO. ~~1178~~ 9544-β Filed & Recorded.

AUG 16 1978 - 1 52 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL INDENTURE

Dated as of March 21, 1978

Between

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as trustee under a Master Trust Agreement
dated as of October 1, 1976 between it and
IteI Capital Services Corporation,
as Owner Trustee

and

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity, but solely
as trustee under a Trust Indenture dated as of
October 1, 1976 between it and the Owner Trustee,
as Trustee

Supplemental to Trust Indenture dated
as of October 1, 1976

Pennzoil Company
(1978) Equipment Trust No. 1

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated the date set forth in Exhibit A hereto, supplementing the Trust Indenture dated as of October 1, 1976 (the Indenture) between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the Trustee), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Owner Trustee) under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation.

W I T N E S S E T H :

Whereas, the Lessee herein named has executed and delivered to the Owner Trustee the Lease herein defined;

Whereas, the Participation Agreement herein defined has been executed and delivered;

Whereas, pursuant to Section 15.01 of the Indenture, each separate exhibit attached hereto creates a separate Supplement (Supplement) (numbered the number set forth and dated the date set forth in each said exhibit) with respect to each series of promissory notes referred to in said exhibit;

N o w, T h e r e f o r e, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The terms used in each Supplement shall, except as otherwise stated, have the meanings assigned to them in the Indenture.

SECTION 1.02. For the purposes of each Supplement, and of the Indenture insofar as it relates to the series of Notes created by each Supplement, the terms Maximum Aggregate Principal Amount, Rate of Interest, Interest Payment Dates, Principal Payment Dates, Long-Term Debt Rate Commencement Date, First Interest Payment Date, First Principal Payment Date, Last Principal Payment Date, Rate of Interest on Overdue Payments of Principal, Lessee, Related Beneficiary and Related Beneficiary's Counsel shall have the meanings with respect to Notes of each Series set forth in Exhibit A hereto; and the following terms shall have the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

Equipment, and individually an Item or Item of Equipment, and, with respect to each Item of Leased Equipment, Group of Equipment shall have the meanings set forth in the Lease.

Lease shall mean the equipment lease between the Lessee and the Owner Trustee, identified as the "Lease" in the Participation Agreement.

Lessee shall mean the entity named as "Lessee" in Exhibit A hereto.

Lessee's Counsel shall mean the counsel named as "Lessee's Counsel" in the Participation Agreement.

Notes of each Series shall mean the promissory notes of the series created by each Supplement identified in Exhibit A hereto.

Participation Agreement shall mean the Participation Agreement dated as of the date hereof among the Owner Trustee, the Trustee, the Lessee, each Related Beneficiary, the entity named therein as the "Interim Lender," and each entity named therein as "Long-Term Lender," which Participation Agreement contemplates the issue of the Notes of each Series and the investment in the Related Equipment by each Related Beneficiary.

ARTICLE II

SERIES OF NOTES ESTABLISHED BY EACH SUPPLEMENT

SECTION 2.01. There are hereby established each separate series of promissory notes identified in Exhibit A hereto to be known and entitled as set forth therein. Notes of each Series in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to such series, except as provided in Section 3.09 of the Indenture, may be executed, authenticated and delivered in accordance with Section 3.05 of the Indenture.

SECTION 2.02. Each Note of each Series shall be dated the date of its authentication which shall be a Closing Date. The Notes of each Series shall bear interest from and including their respective dates on the unpaid principal balance thereof at the Rate of Interest with respect to such series, payable at the frequency set forth in Exhibit A hereto with respect to such series on the Interest Payment Dates of each year commencing on the First Interest Payment Date. The principal of each Note of each Series shall be payable in installments on the Principal Payment Dates in each year commencing on the First Principal Payment Date and ending on the Last Principal Payment Date. The amount of each payment shall be set forth on the Loan Schedule attached to such Note. Except in the case of any payments of interest only, all payments on each Note, unless otherwise set forth in Exhibit A hereto, are to be consecutive level payments of principal and interest, except further that the last such payment shall be in an amount sufficient to discharge all unpaid principal of and premium, if any, and accrued interest on such Note in full.

SECTION 2.03. To the extent permitted by law, the Notes of each Series shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Interest on Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Trustee as interest at the Overdue Rate (as defined in the Lease) under the terms of the Lease.

ARTICLE III

CONDITIONS TO ISSUE OF NOTES OF EACH SERIES

SECTION 3.01. The opinion of Owner Trustee's Counsel, the opinion of Related Beneficiary's Counsel, the opinion of Trustee's Counsel and the opinion of Lender's Counsel specified in Section 15.02 of the Indenture shall be to the further effect, if any, specified in Exhibit A hereto with respect to each series.

SECTION 3.02. The requirements and conditions set forth in Section 15.02 of the Indenture shall also include those, if any, set forth in Exhibit A hereto with respect to each series.

ARTICLE IV

PREPAYMENT

SECTION 4.01. The Notes of each Series shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibit A with respect to each such series.

ARTICLE V

RELATED BENEFICIARY

SECTION 5.01. The address to which notice to each Related Beneficiary shall be addressed is set forth in Exhibit A hereto.

ARTICLE VI

SECURITY FOR NOTES OF EACH SERIES

SECTION 6.01. If less than all Groups of Equipment subject to the Lease are to be security for the Notes of each Series, the Groups of Equipment which are to be security for the Notes of each such Series are identified in Exhibit A hereto with respect to each such series. The Owner Trustee does hereby also grant, bargain, sell, convey, assign, mortgage, transfer, set over, grant a security interest in and confirm unto the Trustee and to its successors and assigns in trust all of the Owner

Trustee's right, title and interest in and to the Lease (subject, however, to the terms of the Indenture), to the extent that the Lease relates to such other Groups of Equipment, as security for the due and punctual payment of the principal of and premium, if any, and interest on the Notes of such other series for which such other Groups of Equipment are to be security. Notwithstanding anything herein or in the Indenture to the contrary, upon the payment in full, including prepayment as provided for herein or in the Indenture, of all of the Notes relating to a Group of Equipment, the security interest created by the Indenture and hereby with respect to Items of Leased Equipment belonging to such Group shall terminate.

ARTICLE VII

MODIFICATION OF INDENTURE AND SUPPLEMENTAL INDENTURE

SECTION 7.01. This Supplemental Indenture and the Indenture, insofar as it relates to the Notes of each Series, are hereby amended and modified to the extent and in the manner set forth in Exhibit A relating to each such series.

ARTICLE VIII

MISCELLANEOUS

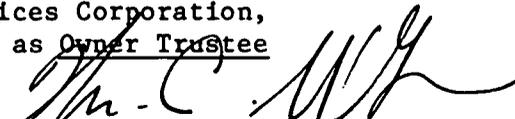
SECTION 8.01. Although this Supplemental Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the actual dates of execution by the Owner Trustee and the Trustee are as indicated by their respective acknowledgements hereto annexed.

SECTION 8.02. This Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Trustee.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, as of the date set forth in Exhibit A hereto.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation,
as Owner Trustee

By


Authorized Officer

Attest:


Authorized Officer

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee,
as Trustee

[Corporate Seal]

By

Vice President

Attest:

Assistant Secretary

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

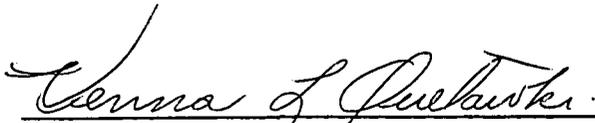
On the _____ day of _____, 1978, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____, _____; that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

Notary Public

[NOTARIAL SEAL]

STATE OF UTAH,)
) ss.
COUNTY OF SALT LAKE.)

On the 10 day of July, A.D. 1978, personally appeared before me, WILLIAM C. MCGREGOR who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its By-Laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that said national banking association executed the same.



Notary Public

My Commission Expires November 15, 1981

[NOTARIAL SEAL]

EXHIBIT A

(Series 1)

Supplement Number: Supplement No. 254, dated as of
March 21, 1978

Date of Supplement: As of March 21, 1978

Name of Lessee: Pennzoil Company

Title of Notes of This Series: Promissory Notes, Series 1
(Pennzoil Company 1978 Equipment
Trust No. 1)

Maximum Aggregate Principal
Amount of Notes of This Series: \$3,564,000.00

Frequency of Interest Payments: Semi-annually

Rate of Interest on
Notes of This Series: Notes of this Series shall bear in-
terest from and including their
respective dates of issuance to but
excluding the Long-Term Debt Rate
Commencement Date at a rate of inter-
est equal to 120% of the prime
interest rate of Bank of America,
National Trust and Savings Associa-
tion (being the best per annum rate
of interest charged by such Bank to
its prime large commercial customers
on short-term unsecured borrowings)
in effect with respect to an Item
of Leased Equipment and as adjusted
from time to time thereafter to
reflect all changes in such prime
interest rate effective on the next
business day following each change in
such prime interest rate. From and
including the Long-Term Debt Rate
Commencement Date to but excluding
the date payment in full of the
respective principal amount thereof
is made, Notes of this

Series shall bear interest at the rate of 9.25% per annum (the Long-Term Debt Rate).

Interest Payment Dates: January 15 and July 15 of each year

Principal Payment Dates: January 15 and July 15 of each year

Long-Term Debt Rate Commencement Date: January 15, 1979

First Interest Payment Date: July 15, 1979

First Principal Payment Date: July 15, 1979

Last Principal Payment Date: January 15, 1994

Rate of Interest on Overdue Payments of Principal, Premium and Interest: One percent in excess of the Long-Term Debt Rate.

Name and Address of Related Beneficiary: Republic National Leasing Corporation
P. O. Box 146
400 North St. Paul - Suite 1110
Dallas, Texas 75221
Attention: Harold C. Hunter, Jr.
Vice- President -
General Manager

Related Beneficiary's Counsel: J. Richard Gowan, Esq.
Johnson, Bromberg, Leeds & Riggs
4400 Republic Bank Tower
Dallas, Texas 75201

Modifications of Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

(B) For purposes of this Supplement, Section 3.07 of the Indenture is hereby amended by deleting the number "10.01" in the ninth line thereof and inserting in lieu thereof the numbers and words "8.01(b), (c) and (d), 10.01 and Article XIII".

(C) For purposes of this Supplement, Section 3.09 of the Indenture is hereby amended by inserting the words "or any other authorized representative of such party" between the words "Vice President" and "thereof" in the nineteenth line thereof.

(D) For purposes of this Supplement, Section 4.05 of the Indenture is hereby amended by inserting the words ", at its own expense," between the words "shall" and "furnish" in the fifth line thereof.

(E) For purposes of this Supplement, Section 4.06 of the Indenture is hereby amended by deleting the words "(a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b)" in the third and fourth lines thereof.

(F) For purposes of this Supplement, Section 4.08 of the Indenture is hereby amended by inserting the words ", unless an Event of Default under the Related Lease shall have occurred and be continuing" after the word "Lease" in the sixth line of paragraph (4) thereof.

(G) For purposes of this Supplement, Section 6.01 of the Indenture is hereby amended by inserting the words "(or, if such payment is received by the Trustee prior to the date it is required to be paid under the Related Lease, on the date such payment was required to be made)" between the words "Trustee" and "in" in the fifth line thereof.

(H) For purposes of this Supplement, Section 6.03 of the Indenture is hereby amended by (i) deleting the letter "(a)" in the second line thereof, (ii) deleting the words "paragraph (a) of" in the fourth line thereof and (iii) deleting the words "and after the Trustee has declared (as assignee from the Owner Trustee of the Related Lease) the Related Lease to be in default" in the fourth and fifth lines thereof.

(I) For purposes of this Supplement, Section 6.07 of the Indenture is hereby deleted in its entirety and the following inserted in lieu thereof:

"[Intentionally left blank]".

(J) For purposes of this Supplement, Section 8.01 of the Indenture is hereby amended by (i) deleting the word "and" in the seventh line of

paragraph (b) thereof, (ii) deleting the words "permit the Trust Agreement to be" in the first and second lines of paragraph (c) thereof and inserting in lieu thereof the words "terminate the Lease or permit the Trust Agreement to be terminated or", (iii) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; and", and (iv) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) The Owner Trustee will not, without the prior written consent of the Trustee, take any action which would interfere with the quiet possession by the Related Lessee of the Related Equipment as provided in the Related Lease."

(K) For purposes of this Supplement, Section 8.02 of the Indenture is hereby amended by (i) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (b) thereof, (ii) deleting the words "and continuance of such failure" in the third line of paragraph (b) thereof and inserting in lieu thereof the words, "irrespective of any limitation of liability of the Owner Trustee contained herein or therein, and continuance of such failure or breach", (iii) deleting the word "or" in the seventh line of paragraph (b) thereof, (iv) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (c) thereof, (v) deleting the words "and continuance of such a failure" in the third line of paragraph (c) thereof and inserting in lieu thereof the words ", irrespective of any limitation of liability of such Related Beneficiary contained herein or therein, and continuance of such a failure or breach", (vi) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; or" and (vii) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) the Owner Trustee shall fail to make any payment of principal or interest on any Note (irrespective of any limitation of liability of the Owner Trustee contained herein or therein) within ten days after having received written notice that the same is due and has not been paid."

(L) For purposes of this Supplement, Section 8.04 of the Indenture is hereby amended by inserting the words "or for foreclosure or sale of the Owner Trustee's interest therein or in the Related Lease" between the words "Equipment," and "and" in the fifth line of paragraph (2) thereof.

(M) For purposes of this Supplement, Section 10.06 of the Indenture is hereby amended by deleting "Section 10.01" in the third line thereof and inserting in lieu thereof "Section 3.07".

(N) For purposes of this Supplement, Section 15.02 of the Indenture is hereby amended by (i) deleting subsection (3)(c) thereof and substituting in lieu thereof "(c) an executed original of the Related Lease and evidence that appropriate filings have been made under the Interstate Commerce Act to perfect the lien of this Indenture on the Related Estate and", (ii) deleting subsection (6) thereof in its entirety, (iii) inserting a semi-colon after the words "in Section 15.02(5)" in line three of subsection 7(c) thereof and deleting the phrase "and of the Trustee's Counsel to the effect set forth in Section 15.02(6);" in such subsection, (iv) deleting the words ", Related Lessee's Counsel and Lenders' Counsel" in the twenty-sixth line of paragraph 8(a) thereof and inserting in lieu thereof the words "and Related Lessee's Counsel" and (v) deleting the first three sentences of paragraph 8(b) thereof.

(O) For purposes of this Supplement, Section 16.12 of the Indenture is hereby amended by deleting the word "Trustor" in the sixth line thereof and inserting in lieu thereof the word "Trustee".

US

SUPPLEMENTAL INDENTURE

Dated as of March 21, 1978

Between

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as trustee under a Master Trust Agreement
dated as of October 1, 1976 between it and
Itel Capital Services Corporation,
as Owner Trustee

and

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity, but solely
as trustee under a Trust Indenture dated as of
October 1, 1976 between it and the Owner Trustee,
as Trustee

Supplemental to Trust Indenture dated
as of October 1, 1976

Pennzoil Company
(1978) Equipment Trust No. 1

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated the date set forth in Exhibit A hereto, supplementing the Trust Indenture dated as of October 1, 1976 (the Indenture) between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as trustee (the Trustee), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Owner Trustee) under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation.

W I T N E S S E T H :

Whereas, the Lessee herein named has executed and delivered to the Owner Trustee the Lease herein defined;

Whereas, the Participation Agreement herein defined has been executed and delivered;

Whereas, pursuant to Section 15.01 of the Indenture, each separate exhibit attached hereto creates a separate Supplement (Supplement) (numbered the number set forth and dated the date set forth in each said exhibit) with respect to each series of promissory notes referred to in said exhibit;

N o w , T h e r e f o r e , in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The terms used in each Supplement shall, except as otherwise stated, have the meanings assigned to them in the Indenture.

SECTION 1.02. For the purposes of each Supplement, and of the Indenture insofar as it relates to the series of Notes created by each Supplement, the terms Maximum Aggregate Principal Amount, Rate of Interest, Interest Payment Dates, Principal Payment Dates, Long-Term Debt Rate Commencement Date, First Interest Payment Date, First Principal Payment Date, Last Principal Payment Date, Rate of Interest on Overdue Payments of Principal, Lessee, Related Beneficiary and Related Beneficiary's Counsel shall have the meanings with respect to Notes of each Series set forth in Exhibit A hereto; and the following terms shall have the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

Equipment, and individually an Item or Item of Equipment, and, with respect to each Item of Leased Equipment, Group of Equipment shall have the meanings set forth in the Lease.

Lease shall mean the equipment lease between the Lessee and the Owner Trustee, identified as the "Lease" in the Participation Agreement.

Lessee shall mean the entity named as "Lessee" in Exhibit A hereto.

Lessee's Counsel shall mean the counsel named as "Lessee's Counsel" in the Participation Agreement.

Notes of each Series shall mean the promissory notes of the series created by each Supplement identified in Exhibit A hereto.

Participation Agreement shall mean the Participation Agreement dated as of the date hereof among the Owner Trustee, the Trustee, the Lessee, each Related Beneficiary, the entity named therein as the "Interim Lender," and each entity named therein as "Long-Term Lender," which Participation Agreement contemplates the issue of the Notes of each Series and the investment in the Related Equipment by each Related Beneficiary.

ARTICLE II

SERIES OF NOTES ESTABLISHED BY EACH SUPPLEMENT

SECTION 2.01. There are hereby established each separate series of promissory notes identified in Exhibit A hereto to be known and entitled as set forth therein. Notes of each Series in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to such series, except as provided in Section 3.09 of the Indenture, may be executed, authenticated and delivered in accordance with Section 3.05 of the Indenture.

SECTION 2.02. Each Note of each Series shall be dated the date of its authentication which shall be a Closing Date. The Notes of each Series shall bear interest from and including their respective dates on the unpaid principal balance thereof at the Rate of Interest with respect to such series, payable at the frequency set forth in Exhibit A hereto with respect to such series on the Interest Payment Dates of each year commencing on the First Interest Payment Date. The principal of each Note of each Series shall be payable in installments on the Principal Payment Dates in each year commencing on the First Principal Payment Date and ending on the Last Principal Payment Date. The amount of each payment shall be set forth on the Loan Schedule attached to such Note. Except in the case of any payments of interest only, all payments on each Note, unless otherwise set forth in Exhibit A hereto, are to be consecutive level payments of principal and interest, except further that the last such payment shall be in an amount sufficient to discharge all unpaid principal of and premium, if any, and accrued interest on such Note in full.

SECTION 2.03. To the extent permitted by law, the Notes of each Series shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Interest on Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Trustee as interest at the Overdue Rate (as defined in the Lease) under the terms of the Lease.

ARTICLE III

CONDITIONS TO ISSUE OF NOTES OF EACH SERIES

SECTION 3.01. The opinion of Owner Trustee's Counsel, the opinion of Related Beneficiary's Counsel, the opinion of Trustee's Counsel and the opinion of Lender's Counsel specified in Section 15.02 of the Indenture shall be to the further effect, if any, specified in Exhibit A hereto with respect to each series.

SECTION 3.02. The requirements and conditions set forth in Section 15.02 of the Indenture shall also include those, if any, set forth in Exhibit A hereto with respect to each series.

ARTICLE IV

PREPAYMENT

SECTION 4.01. The Notes of each Series shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibit A with respect to each such series.

ARTICLE V

RELATED BENEFICIARY

SECTION 5.01. The address to which notice to each Related Beneficiary shall be addressed is set forth in Exhibit A hereto.

ARTICLE VI

SECURITY FOR NOTES OF EACH SERIES

SECTION 6.01. If less than all Groups of Equipment subject to the Lease are to be security for the Notes of each Series, the Groups of Equipment which are to be security for the Notes of each such Series are identified in Exhibit A hereto with respect to each such series. The Owner Trustee does hereby also grant, bargain, sell, convey, assign, mortgage, transfer, set over, grant a security interest in and confirm unto the Trustee and to its successors and assigns in trust all of the Owner

Trustee's right, title and interest in and to the Lease (subject, however, to the terms of the Indenture), to the extent that the Lease relates to such other Groups of Equipment, as security for the due and punctual payment of the principal of and premium, if any, and interest on the Notes of such other series for which such other Groups of Equipment are to be security. Notwithstanding anything herein or in the Indenture to the contrary, upon the payment in full, including prepayment as provided for herein or in the Indenture, of all of the Notes relating to a Group of Equipment, the security interest created by the Indenture and hereby with respect to Items of Leased Equipment belonging to such Group shall terminate.

ARTICLE VII

MODIFICATION OF INDENTURE AND SUPPLEMENTAL INDENTURE

SECTION 7.01. This Supplemental Indenture and the Indenture, insofar as it relates to the Notes of each Series, are hereby amended and modified to the extent and in the manner set forth in Exhibit A relating to each such series.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Although this Supplemental Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the actual dates of execution by the Owner Trustee and the Trustee are as indicated by their respective acknowledgements hereto annexed.

SECTION 8.02. This Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Trustee.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, as of the date set forth in Exhibit A hereto.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation,
as Owner Trustee

By _____
Authorized Officer

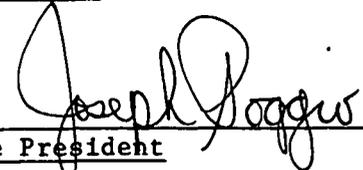
Attest:

Authorized Officer

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee,
as Trustee

[Corporate Seal]

By _____
Asst Vice President



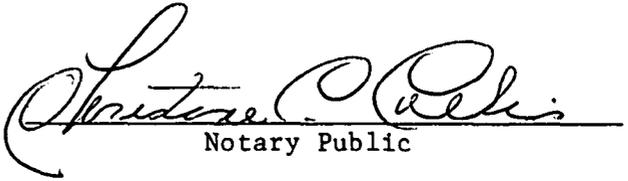
Attest:

Thomas B. Ziegler
Assistant Secretary

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

On the 11 day of July, 1978, before me personally came JOSEPH POGGIO, to me known, who, being by me duly sworn, did depose and say that he resides in BELLMORE, NY; that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

Assr


Notary Public

[NOTARIAL SEAL]

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 31-4624735
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1980

STATE OF UTAH,)
) ss.
COUNTY OF SALT LAKE.)

On the _____ day of _____, A.D. 1978, personally appeared before me, _____ who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its By-Laws and by resolution of its board of directors, and said _____ acknowledged to me that said national banking association executed the same.

Notary Public

[NOTARIAL SEAL]

EXHIBIT A
(Series 1)

Supplement Number: Supplement No. 254, dated as of
March 21, 1978

Date of Supplement: As of March 21, 1978

Name of Lessee: Pennzoil Company

Title of Notes of This Series: Promissory Notes, Series 1
(Pennzoil Company 1978 Equipment
Trust No. 1)

Maximum Aggregate Principal
Amount of Notes of This Series: \$3,564,000.00

Frequency of Interest Payments: Semi-annually

Rate of Interest on
Notes of This Series: Notes of this Series shall bear in-
terest from and including their
respective dates of issuance to but
excluding the Long-Term Debt Rate
Commencement Date at a rate of inter-
est equal to 120% of the prime
interest rate of Bank of America,
National Trust and Savings Associa-
tion (being the best per annum rate
of interest charged by such Bank to
its prime large commercial customers
on short-term unsecured borrowings)
in effect with respect to an Item
of Leased Equipment and as adjusted
from time to time thereafter to
reflect all changes in such prime
interest rate effective on the next
business day following each change in
such prime interest rate. From and
including the Long-Term Debt Rate
Commencement Date to but excluding
the date payment in full of the
respective principal amount thereof
is made, Notes of this

Series shall bear interest at the rate of 9.25% per annum (the Long-Term Debt Rate).

Interest Payment Dates: January 15 and July 15 of each year

Principal Payment Dates: January 15 and July 15 of each year

Long-Term Debt
Rate Commencement Date: January 15, 1979

First Interest
Payment Date: July 15, 1979

First Principal
Payment Date: July 15, 1979

Last Principal
Payment Date: January 15, 1994

Rate of Interest on Overdue Payments of Principal, Premium and Interest: One percent in excess of the Long-Term Debt Rate.

Name and Address of Related Beneficiary: Republic National Leasing Corporation
P. O. Box 146
400 North St. Paul - Suite 1110
Dallas, Texas 75221
Attention: Harold C. Hunter, Jr.
Vice- President -
General Manager

Related Beneficiary's Counsel: J. Richard Gowan, Esq.
Johnson, Bromberg, Leeds & Riggs
4400 Republic Bank Tower
Dallas, Texas 75201

Modifications of Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

(B) For purposes of this Supplement, Section 3.07 of the Indenture is hereby amended by deleting the number "10.01" in the ninth line thereof and inserting in lieu thereof the numbers and words "8.01(b), (c) and (d), 10.01 and Article XIII".

(C) For purposes of this Supplement, Section 3.09 of the Indenture is hereby amended by inserting the words "or any other authorized representative of such party" between the words "Vice President" and "thereof" in the nineteenth line thereof.

(D) For purposes of this Supplement, Section 4.05 of the Indenture is hereby amended by inserting the words ", at its own expense," between the words "shall" and "furnish" in the fifth line thereof.

(E) For purposes of this Supplement, Section 4.06 of the Indenture is hereby amended by deleting the words "(a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b)" in the third and fourth lines thereof.

(F) For purposes of this Supplement, Section 4.08 of the Indenture is hereby amended by inserting the words ", unless an Event of Default under the Related Lease shall have occurred and be continuing" after the word "Lease" in the sixth line of paragraph (4) thereof.

(G) For purposes of this Supplement, Section 6.01 of the Indenture is hereby amended by inserting the words "(or, if such payment is received by the Trustee prior to the date it is required to be paid under the Related Lease, on the date such payment was required to be made)" between the words "Trustee" and "in" in the fifth line thereof.

(H) For purposes of this Supplement, Section 6.03 of the Indenture is hereby amended by (i) deleting the letter "(a)" in the second line thereof, (ii) deleting the words "paragraph (a) of" in the fourth line thereof and (iii) deleting the words "and after the Trustee has declared (as assignee from the Owner Trustee of the Related Lease) the Related Lease to be in default" in the fourth and fifth lines thereof.

(I) For purposes of this Supplement, Section 6.07 of the Indenture is hereby deleted in its entirety and the following inserted in lieu thereof:

"[Intentionally left blank]".

(J) For purposes of this Supplement, Section 8.01 of the Indenture is hereby amended by (i) deleting the word "and" in the seventh line of

paragraph (b) thereof, (ii) deleting the words "permit the Trust Agreement to be" in the first and second lines of paragraph (c) thereof and inserting in lieu thereof the words "terminate the Lease or permit the Trust Agreement to be terminated or", (iii) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; and", and (iv) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) The Owner Trustee will not, without the prior written consent of the Trustee, take any action which would interfere with the quiet possession by the Related Lessee of the Related Equipment as provided in the Related Lease."

(K) For purposes of this Supplement, Section 8.02 of the Indenture is hereby amended by (i) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (b) thereof, (ii) deleting the words "and continuance of such failure" in the third line of paragraph (b) thereof and inserting in lieu thereof the words, "irrespective of any limitation of liability of the Owner Trustee contained herein or therein, and continuance of such failure or breach", (iii) deleting the word "or" in the seventh line of paragraph (b) thereof, (iv) inserting the words "or shall breach" between the words "perform" and "any" in the first line of paragraph (c) thereof, (v) deleting the words "and continuance of such a failure" in the third line of paragraph (c) thereof and inserting in lieu thereof the words ", irrespective of any limitation of liability of such Related Beneficiary contained herein or therein, and continuance of such a failure or breach", (vi) deleting the period at the end of paragraph (c) thereof and inserting in lieu thereof the word "; or" and (vii) inserting the following paragraph (d) immediately following paragraph (c) thereof:

"(d) the Owner Trustee shall fail to make any payment of principal or interest on any Note (irrespective of any limitation of liability of the Owner Trustee contained herein or therein) within ten days after having received written notice that the same is due and has not been paid."

(L) For purposes of this Supplement, Section 8.04 of the Indenture is hereby amended by inserting the words "or for foreclosure or sale of the Owner Trustee's interest therein or in the Related Lease" between the words "Equipment," and "and" in the fifth line of paragraph (2) thereof.

(M) For purposes of this Supplement, Section 10.06 of the Indenture is hereby amended by deleting "Section 10.01" in the third line thereof and inserting in lieu thereof "Section 3.07".

(N) For purposes of this Supplement, Section 15.02 of the Indenture is hereby amended by (i) deleting subsection (3)(c) thereof and substituting in lieu thereof "(c) an executed original of the Related Lease and evidence that appropriate filings have been made under the Interstate Commerce Act to perfect the lien of this Indenture on the Related Estate and", (ii) deleting subsection (6) thereof in its entirety, (iii) inserting a semi-colon after the words "in Section 15.02(5)" in line three of subsection 7(c) thereof and deleting the phrase "and of the Trustee's Counsel to the effect set forth in Section 15.02(6);" in such subsection, (iv) deleting the words ", Related Lessee's Counsel and Lenders' Counsel" in the twenty-sixth line of paragraph 8(a) thereof and inserting in lieu thereof the words "and Related Lessee's Counsel" and (v) deleting the first three sentences of paragraph 8(b) thereof.

(O) For purposes of this Supplement, Section 16.12 of the Indenture is hereby amended by deleting the word "Trustor" in the sixth line thereof and inserting in lieu thereof the word "Trustee".