

RECORDATION NO. 8925-2 Filed & Recorded

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7-364A060

DEC 30 1977-11 35 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED

DEC 30 11 30 AM '77

Date Dec 30 1977

RICHMOND LEASING COMPANY

777 SOUTH POST OAK ROAD CERTIFICATION UNIT

ICC Washington, D. C.

HOUSTON, TEXAS 77056

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DEC 30 1977-11 35 AM December 30, 1977

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Secretary
Interstate Commerce Commission
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

Gentlemen:

In accordance with the provisions of Section 20c of the Interstate Commerce Act and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a First Supplement to Equipment Trust Agreement, an Assignment and a Bill of Sale of the railroad cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of a First Supplement To Equipment Trust Agreement dated as of December 30, 1977, among the First National Bank of Fort Worth, Trustee, Richmond Leasing Company, The Prudential Insurance Company of America and The First National Bank of Fort Worth.

2. Three (3) executed counterparts of an Assignment dated as of December 30, 1977, by and between Richmond Leasing Company (Assignor) and The First National Bank of Fort Worth (Assignee); and

3. Three (3) executed counterparts of a Bill of Sale dated as of December 30, 1977, between Richmond Leasing Company and The First National Bank of Fort Worth.

The address of Richmond Leasing Company is 777 South Post Oak, Houston, Texas 77056, the address of The First National Bank of Fort Worth is One Burnett Plaza, Fort Worth, Texas 76101, and the address of The Prudential Insurance Company of America is 6500 West Loop South, Bellaire, Texas.

The Assignment, the Bill of Sale and First Supplement To Equipment Trust Agreement have been executed

Wiger-Decker

Chandler

in connection with an Equipment Trust Agreement dated as of August 2, 1977, and filed with the Interstate Commerce Commission on August 4, 1977, and which has been assigned the following recordation number: 8925.

The equipment covered by the Assignment and the Bill of Sale is described in Exhibit A hereto. The First Supplement to Equipment Trust Agreement, among other provisions, deletes certain equipment from the above-described Equipment Trust Agreement and such equipment is described in Exhibit B hereto.

Enclosed is a check in the amount of \$30.00 to cover the recordation fee.

You are hereby authorized to deliver one executed copy of the Assignment, Bill of Sale and First Supplement To Equipment Trust Agreement with filing data noted thereon, following recordation, to the representative of Messrs. Baker & Botts, who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By

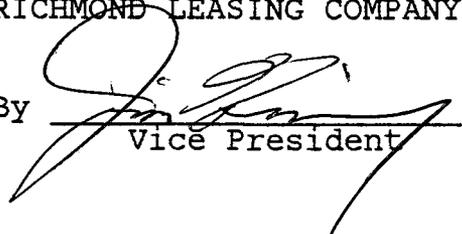

Vice President

EXHIBIT A

RICHMOND LEASING COMPANY
EQUIPMENT TRUST, SERIES 11

<u>Lessee</u>	<u>Quantity</u>	<u>Class</u>	<u>Capacity in gallons</u>	<u>Initialed and car numbers</u>	<u>Maximum cost</u>	<u>Term of lease</u>	<u>Date of earliest service</u>	<u>Monthly rental</u>
ane Chemical Company	25	DOT 111A100W1	23,500	RTMX 3150 thru 3174	\$906,850	180 mo.(1)	Dec. 1977	\$8,850

(1) Option to cancel after 60 months

EXHIBIT B

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and type</u>	<u>Class</u>	<u>Capacity in gallons</u>	<u>Initialed car numbers</u>	<u>Date of earliest service</u>	<u>Term of lease</u>	<u>Monthly rental</u>
10 tank cars	105A300W	34,000	RTMX 3868-3877	July, 1977	144 months (2)	\$5,050
19 tank cars	111A100W1	14,500	RTMX 1417-1435	Aug., 1977	144 months (2)	8,968

(1) Cancellation option after 60 months.

(2) Cancellation option after 72 months.

Interstate Commerce Commission
Washington, D.C. 20423

12/30/77

OFFICE OF THE SECRETARY

Jim Herring
Richmond Leasing Company
777 South Post Oak Road
Houston, Texas 77056

Dear **Sir:**

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 **12/30/77** at **11:35am** and assigned recordation number(s)

8925-I, 8925-J & 8925-K
Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8925 Filed & Recorded

FIRST SUPPLEMENT TO
EQUIPMENT TRUST AGREEMENT

DEC 30 1977-11 35 AM

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENT dated as of December 30, 1977, to the Equipment Trust Agreement (hereinafter the "Trust Agreement") dated as of August 2, 1977, by and between THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter in such capacity called "Trustee"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"):

W I T N E S S E T H :

WHEREAS, the Trust Agreement was filed with the Interstate Commerce Commission at 1:40 P.M. on August 4, 1977, under Recordation No. 8925;

WHEREAS, Exhibit A to the Trust Agreement included as Equipment subject to the provisions of the Trust Agreement the railroad tank cars described in Annex A hereto;

WHEREAS, pursuant to the terms of a Purchase Agreement (hereinafter the "Purchase Agreement") dated as of August 2, 1977, among THE FIRST NATIONAL BANK OF FORT WORTH (hereinafter in such capacity called the "Interim Purchaser"), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (hereinafter called the "Long-Term Purchaser"), and the Company, the Interim Purchaser has purchased Trust Certificates (hereinafter called "Trust Certificates") issued under the Trust Agreement and, subject to the terms and conditions of the Purchase Agreement, will sell such Trust Certificates and other Trust Certificates to the Long-Term Purchaser;

WHEREAS, the parties desire to amend the Trust Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. The Trust Agreement is hereby amended to delete from Exhibit A to the Trust Agreement the railroad tank cars described in Annex A hereto, and such railroad tank cars shall not be subject to the Trust Agreement.

2. The Trust Agreement is hereby amended to add to Exhibit A to the Trust Agreement the railroad tank cars described in Annex B hereto, and such railroad tank cars shall be subject to the Trust Agreement.

3. Article One, Section 1.01 of the Trust Agreement is hereby amended to add thereto the following definitions:

Oxirane Equipment shall mean that certain Trust Equipment bearing identification numbers RTMX 3150 through and including RTMX 3199, as described in Annex B hereto, and other Trust Equipment which is or may be in the future subject to the Oxirane Lease.

Oxirane Lease shall mean that certain Tank Car Lease and Service Contract by and between Richmond Leasing Company and Oxirane Chemical Company, dated October 5, 1976, and containing Riders 3 and 4, both dated as of August 4, 1977.

4. The Trust Agreement is hereby amended to add to Exhibit B to the Trust Agreement the Oxirane Lease, and such lease shall be deemed an Existing Lease under the Trust Agreement.

5. Article Four, Section 4.02 of the Trust Agreement is hereby amended to add thereto the following paragraphs:

Notwithstanding anything to the contrary contained in the foregoing paragraph of this Section 4.02, from time to time, when and as of any of the Oxirane Equipment shall have been delivered to the Trustee or its agent or agents pursuant to Section 4.01 and 4.03, the Trustee shall pay (in lieu of payment to be made under the foregoing paragraph), upon request, to the manufacturers or owners (or to the Company if it shall be the owner) of

the delivered Oxirane Equipment out of Deposited Cash an amount which will be equal to or not more than 50% of the aggregate Cost of all such Oxirane Equipment delivered to the Trustee or its agent or agents prior thereto, as specified in the Officer's Certificate furnished to the Trustee pursuant to Section 4.03(b).

The Company covenants that, contemporaneously with any payment by the Trustee pursuant to this Section 4.02, if the seller of such delivered Oxirane Equipment shall not be the Company, the Company will either pay to the Trustee in cash an amount which will be equal to or not less than 50% of the aggregate Cost of such Oxirane Equipment (for payment over to such seller) or deliver to the Trustee an executed counterpart of a receipt from such seller evidencing the direct payment by the Company to such seller of not less than 50% of the aggregate cost of such Oxirane Equipment.

6. Article Four, Section 4.03 of the Trust Agreement is hereby amended to add to the last paragraph thereof, which paragraph is located on page 18 of the Trust Agreement, the following sentence:

In the event Oxirane Equipment is sold, assigned and transferred to the Trustee, the sum of 62.5% of the aggregate final Cost of the Oxirane Equipment and 100% of the aggregate final Cost of all other Trust Equipment will not be less than 125% of the aggregate principal of said Trust Certificates.

7. Article Five, Section 5.06 of the Trust Agreement is hereby amended to add, on page 21 of the Trust Agreement after the clause beginning "(a) there shall be conveyed to the Trustee other Equipment of a fair value no less than the fair value, as of the date of such Request, of the Trust Equipment so assigned or transferred by the Trustee ..." and before the clause beginning "... or (b) there shall be paid ...", the following language:

provided, however, if the Trust Equipment so assigned or transferred by the Trustee (except as provided in Section 5.05) is the Oxirane Equipment, and if such transfer or assignment by the Trustee occurs on or before December 31, 1978, and if such assignment or transfer by the Trustee assigns or transfers all Oxirane Equipment, then, subject to the terms of this Agreement, the other Equipment conveyed to the Trustee under this Section

5.06 shall be of a fair value no less than 62.5% of the fair value, as of the date of such Request, of the Oxirane Equipment so assigned or transferred by the Trustee, provided further, however, that such other Equipment conveyed to the Trustee to replace Oxirane Equipment shall be subject to an Existing Lease (other than the Oxirane Lease) or be subleased to a sublessee having a Moody's Bond Rating Baa or better or such sublease shall be guaranteed by another corporate entity having a Moody's Bond Rating Baa or better and having direct control over the sublessee, and such sublease and guarantee, if any, are otherwise satisfactory to the Long-Term Purchaser ...

8. Article Seven, Section 7.08 of the Trust Agreement is hereby amended to add to the first paragraph of Section 7.08, at the end of such paragraph located on page 39 of the Trust Agreement, the following language:

Provided, however, in the event any Oxirane Equipment has been delivered to the Trustee in accordance with the provisions of Section 4.01, 5.06 or 5.08, a Collateral Deficiency shall be determined to exist under this Agreement when the remainder of the net book value (as reflected on the records of the Company and determined in accordance with the generally accepted accounting principles) of the Trust Equipment less 37.5% of the net book value of the Oxirane Equipment then subject to the Agreement, together with Deposited Cash and other cash or Investment Securities on Deposit with the Trustee or to be deposited with the Trustee pursuant to subparagraph (2) of the first paragraph of Section 5.08, is equal to less than 125% of the aggregate principal amount of the Trust Certificates outstanding at the time of the determination of the Collateral Deficiency.

9. The Interim Purchaser and the Long-Term Purchaser consent to such amendment of the Trust Agreement.

10. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

11. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

12. Terms used in this First Supplement have the same meaning herein as in the Trust Agreement.

13. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by this First Supplement.

IN WITNESS WHEREOF, the parties 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.

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

BY Clayton W. Mills

THE FIRST NATIONAL BANK OF
FORT WORTH, TRUSTEE

BY [Signature]
Vice President Trust Officer



[Signature]

[SEAL]

ATTEST:

[Signature]

RICHMOND LEASING COMPANY

BY [Signature]
Vice President

[SEAL]

THE FIRST NATIONAL BANK OF
FORT WORTH

ATTEST:

[Signature]
Asst. Vice President

BY [Signature]
Vice President

[SEAL]

ANNEX A

*(Deleted)*DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and type</u>	<u>Class</u>	<u>Capacity in gallons</u>	<u>Initialed car numbers</u>	<u>Date of earliest service</u>	<u>Term of lease</u>	<u>Monthly rental</u>
10 tank cars	105A300W	34,000	RTMX 3868-3877	July, 1977	144 months (2)	\$5,050
19 tank cars	111A100W1	14,500	RTMX 1417-1435	Aug., 1977	144 months (2)	8,968

(1) Cancellation option after 60 months.

(2) Cancellation option after 72 months.

ANNEX B

EXISTING LEASES

4. Tank Car Lease and Service Contract dated October 5, 1976, between Richmond Leasing Company and Oxirane Chemical Company, and containing Riders 3 and 4, both dated as of August 4, 1977, covering the following described railroad tank cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
50	100-ton 23,500 Gallon DOT 111A100W1 Non-coiled and non-insulated tank cars	RTMX 3150- RTMX 3199