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RECORDATION NO._____ Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT NO. 2

ASSIGNMENT, dated as of January 31, 1974, by and between SECURITY NATIONAL BANK, a national banking association incorporated and existing under the laws of the United States, acting as Trustee under an Equipment Trust Agreement dated as of April 1, 1973 (hereinafter called the "Trustee") and RICHMOND LEASING COMPANY (as successor to Marathon Leasing Company under said Equipment Trust Agreement), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Company has agreed to cause to be sold, transferred and delivered to the Trustee the railroad equipment referred to in Exhibit 1 hereto (hereinafter called the Trust Equipment) pursuant to an Equipment Trust Agreement dated as of April 1, 1973 and a Supplemental Agreement thereto dated January 31, 1974 (hereinafter the Equipment Trust Agreement and the Supplemental Agreement shall be collectively referred to herein as the "Trust Agreement"); and

WHEREAS, title to such Trust Equipment is to be vested in and is to be retained by the Trustee and such Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit 1 hereto (hereinafter called the "Leases") between the Company and the lessee or lessees named therein; and

WHEREAS, Marathon Leasing Company 8-1/2% Equipment Trust Certificates due December 31, 1985 (Series 5) have been issued and sold in the aggregate principal amount of $3,000,000 and the aggregate proceeds (excluding accrued interest, if any) of such sales, which equal the aggregate principal amount of the

Trust Certificates so issued and sold, constitutes a fund known as the Marathon Leasing Company Equipment Trust Series 5 which funds are to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment and other railway equipment covered by the Trust Agreement, the remainder of the cost of the Trust Equipment and said other railway equipment to be paid by the Company, as provided in the Trust Agreement; and

WHEREAS, it is desired to grant to the Trustee a security interest in and to the Leases and other collateral described below;

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

Subject to the rights of lessees under Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit 1 hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect of such units of Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all of the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise; provided

however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of sublessees under the Leases, and that the Trustee, so long as any such sublessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such sublessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in any way limiting, the powers conferred upon the Trustee by Section 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee shall not collect or receive any of such rentals or other payments or take any other action in respect hereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of sublessees under the Leases, and that the Trustee, so long as any such sublessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such sublessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in any way limiting, the powers conferred upon the Trustee by Section 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify the liability of the Company under any Lease or otherwise, it being understood that notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

Upon the full discharge and satisfaction of the Company's obligation under the Lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

Except as otherwise provided herein, the provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, 1617 Marathon Building, 600 Jefferson, Houston, Texas 77002, Attention: C. T. Carolan, President, or such other

address as may hereafter be furnished to the Trustee in writing by the Company, and (b) in the case of the Trustee, 31 Main Street, Hempstead, New York 11550, Attention: James A. Waterman, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication.

This agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

This agreement shall be deemed to have been executed on the date of the acknowledgement by the officer of the Trustee who signed it on behalf of the Trustee.

The provisions of this agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective offices thereunto duly authorized and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

SECURITY NATIONAL BANK

By _____
Assistant Vice President

ATTEST:

_____

(corporate seal)

RICHMOND LEASING COMPANY

By _____
President

ATTEST:

_____
Secretary

(corporate seal)

THE STATE OF NEW YORK §

COUNTY OF New York §

On this 30th day of January, 1974, before me personally appeared JAMES A. WATERMAN to me personally known who being by me duly sworn says that he is an Asst Vice President of SECURITY NATIONAL BANK, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Dorothy Brooks
~~Notary Public in and for~~
~~County, New York~~

DOROTHY BROOKS
Notary Public, State of New York
No. 03-5464826
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1974

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. T. Carolan, 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 26th day of January, 1974.

D'anne De Moss
Notary Public in and for
Harris County, T E X A S

D'ANNE DEMOSS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

EXHIBIT 1

1. Tank car Lease and Service Contract dated December 15, 1973 between Marathon Leasing Company (now Richmond Leasing Company) and Petrolane Transport, covering the following described railroad tank cars:

| Number of Cars | Type | Car Numbers |
|---|---|---|
| 17 | 33,500 gal. DOT112A400W | RTMX 4200 through 4216 |

2. Tank Car Lease and Service Contract dated July 1, 1973 between Marathon Leasing Company (now Richmond Leasing Company) and Pennwalt Corporation and Rider No. 1 thereto, covering the following described railroad tank cars:

| Number of Cars | Type | Car Numbers |
|---|---|---|
| 3 | 20,500 gal. DOT111A100W5 | RTMX 2091 through 2093 |