

NEW NUMBER
8/0

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

RECORDATION NO. 4749

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

JUL 26 1985 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

July 25, 1985

BY HAND DELIVERY

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

7/26/85
Date
\$ 10.00
100 Washington, D.C.

Dear Mr. Bayne:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are two copies of a Locomotive Lease dated January 8, 1979, a "primary document" as defined in the Commission's Rules for the Recordation of Documents.

A description of the railroad equipment covered by the enclosed document is:

One (1) 600-HP 100-Ton EMD bearing Serial Number 1537.

The names and addresses of the parties to the enclosed document are:

Lessor: Inman Service Company, Inc.
115 North Main
Baytown, Texas 77520

Lessee: Arco Products Corporation
8280 Sheldon Road
Channelview, Texas 77530

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 16th Street, N.W., Washington, D.C., 20006.

Mr. James H. Bayne
Page Two
July 25, 1985

Also enclosed is a check in the amount of \$10.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Locomotive Lease dated January 8, 1979,
between Inman Service Company, Inc.,
Lessor, and Arco Products Corporation,
Lessee, covering one 600 H.P. 100-Ton
EMD locomotive bearing Serial Number
1537.

Very truly yours,



Charles T. Kappler
Attorney for the purpose of
this filing for:

Inman Service Company, Inc.

CTK/mlt
Enclosures

L E A S E

14749
REGISTRATION NO. _____ FILED 1425

JUL 26 1985 -2 25 PM

INTERSTATE COMMERCE COMMISSION

THE STATE OF TEXAS

COUNTY OF HARRIS

This Lease Contract made and entered into this 21st day of January, 1979, by and between INMAN SERVICE COMPANY, INC., a corporation, hereinafter called Lessor, and ARCO PRODUCTS CORPORATION, hereinafter called Lessee,

W I T N E S S E T H :

That Lessor hereby leases and lets to Lessee and Lessee hereby rents and hires from Lessor one 600-HP 100-Ton EMD Locomotive, serial number 1537, for the time of a minimum of three hundred and sixty-five days, (365) from the date of this lease, with renewable option.

Option to be renewable for one year under same terms and conditions and thereafter as may be negotiated.

This lease is made upon the terms, covenants and conditions hereinafter set forth:

I.

DELIVERY, ACCEPTANCE AND RETURN: Said Locomotive is to be delivered to the Lessee at Baytown, Texas, and Lessee is to return the same at the termination of this lease to Baytown, Texas, or at such other point as may be mutually agreed upon by Lessor and Lessee.

In taking delivery, Lessee hereby accepts said Locomotive in the condition in which delivered.

II.

RENTAL: The Lessee shall pay a rental charge to Lessor for the use of said Locomotive upon the following rates: Lessee shall pay Lessor the sum of \$300.00 per day for each day said Locomotive is in the custody of Lessee.

Said rental shall be paid promptly by Lessee upon presentation from time to time of Lessor's bills therefor; invoiced monthly and payable at $\frac{1}{2}\%$, 10 days; net 30. A rental charge for one day shall be made if held twenty-four hours or less. If held in excess of twenty-four hours, charge shall be for each calendar day or fraction thereof. Said rental shall be computed starting with the day of delivery to said Lessee and ending upon the day the Locomotive is returned to Lessor.

III.

Lessee shall maintain and repair equipment during the time this lease is in effect and any major maintenance or repairs shall be performed by Lessor at Lessee's expense on Lessor's usual rates for such services.

IV.

Lessor shall have the right to inspect said Locomotive at any time on reasonable notice to Lessee.

V.

The Lessee shall not, in whole or in part, assign or sublet this lease, or any of said Locomotive, or any rights hereunder, without the written consent of Lessor. No rights of Lessee under this lease shall pass to any successor or assignee of Lessee by operation of Law without the written consent of Lessor.

VI.

This lease carries no obligation on the part of Lessor to furnish any fuel, water or other thing required for the operation of said Locomotive, or any of it, by Lessee.

VII.

In the event any of said Locomotive is not returned by Lessee in as good condition and repair as when delivered to it, ordinary wear and tear alone excepted, the Lessor is hereby requested to make necessary repairs thereto at the expense of said Lessee, which expense shall be paid by Lessee upon demand, and should any of said Locomotive be destroyed or for any other reason not be returned to Lessor, Lessee agrees to pay Lessor the value of such Locomotive, less the value of salvage, if any, returned to Lessor; the value of such Locomotive and said salvage to be determined by Lessor.

VIII.

All payments hereunder to be made by Lessee shall be made at the office of the Local Treasurer of the Lessor. In the event Lessee fails to make any of such payments within thirty (30) days from the date of bill therefor, the Lessor may at its option forthwith terminate this Lease and thereupon take possession of said Locomotive without further notice, all at the expense of Lessee.

IX.

Any failure or refusal of Lessee to properly and fully observe the terms, covenants and conditions herein contained, shall entitle Lessor to immediately terminate this lease and resume absolute possession of said Locomotive wherever situated without legal demand, notice or proceeding and at the expense of Lessee, which expense shall be repaid by Lessee to Lessor on demand; a waiver of any default of Lessee hereunder shall not be taken to be a waiver of any other or subsequent default, nor shall the termination of this lease for any reason whatsoever relieve or release the Lessee from any liability or obligation growing out of or connected with the leasing of said Locomotive.

X.

This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed the day and year first above written.

INMAN SERVICE COMPANY, INC..

By: R. C. Inman

ATTEST:

By: Robert R. Lundrum

ARCO PRODUCTS CORPORATION

By: S. C. Langseth

ATTEST:

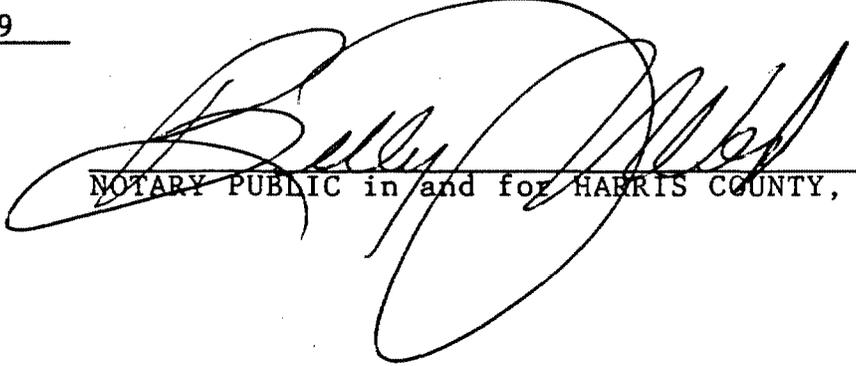
By: John A. Miller

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State; on this day personally appeared R.C. Inman and L.C. Langseth known to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of January A.D. 1979

(L.S.)



NOTARY PUBLIC in and for HARRIS COUNTY, TEXAS

These numbers must appear on all invoices, packages, shipping papers and correspondence. Include packing list in each package.

L 434905-58

Requisition number LYN-2692	Date of order 12-14-84	Wanted at destination As Agreed
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To Seller or Contractor INMAN SERVICE CO. 115 N. MAIN BAYTOWN, TX 77520	Deliver material and send one (1) copy of shipping notice to: ARCO Chemical Company 8280 Sheldon Road P. O. Box 777 Channelview, Texas 77530
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Ship via →	Your delivery	Route (cheapest way unless otherwise specified) Rail(Prepay & Add)	F.O.B. Baytown, TX	Payment terms* Net 30 Days
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Item No.	Quantity	Description (Give sufficient detail, confine to one group of commodities.)	Price and terms *
1	1/Each	<p>General Motors EMD Locomotive Model SW-9, 1200 HP Yard Switcher.</p> <p>...Lease duration 6 months. ...Lease rate----- ...ISC to furnish full monthly maintenance ...ISC to conduct training sessions as needed with ARCO personnel to ensure safe operation and movement of rail cars inside plant. ...Terms are FOB Baytown, Texas payable one month in advance after acceptance of unit and receipt of invoice. ...Other terms and conditions as per ISC written quotation dated November 29, 1984, except item 10b. ARCO Chemical is self-insured and accepts full responsibility for any and all damages done to or caused by this unit during the term of the rental if such damages are the result of willful neglect or negligence by ARCO personnel. ...Routine maintenance and preventative maintenance service to be done at ARCO's convenience as to day and time. ...ISC guarantees quick response time for repairs or replacement of unit in the event the unit becomes inoperatable.</p> <p><u>Confirmation:</u> Walter Allen to Alex Justice (427-6677), 12-14-84.</p> <p>cb12194</p>	\$8,775.00/Month

CONFIRMATION
DO NOT DUPLICATE

*Also subject to other terms and conditions on face and back of this order

<p>Send original invoice and two copies with bill of lading to:</p> <p>Accounts Payable P.O. Box 777 Channelview, Texas 77530</p>	<p>Address correspondence to attention of</p> <p>Purchasing Department P.O. Box 777 Channelview, Texas 77530</p>	<p>ARCO Chemical Company</p> <p><i>W. R. Allen</i></p> <p>by W. R. Allen, Supervising Buyer</p> <p>Direct Payment Authorization No. 3-00004-8921-8</p>
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Inman Service Company Inc.

Diesel-Electric
LOCOMOTIVES

November 29, 1984

Mr. Walter Allen
Purchasing Agent
ARCO Chemical
P.O. Box 777
Channelview, Texas 77530

Dear Mr. Walter Allen,

Pursuant our telephone conversation this day, Inman Service Company proposes furnishing/leasing one General Motors EMD Locomotive Model SW-9, 1200 h.p. Yard Switcher for your Channelview operations.

Proposal includes:

- A. Schedule one or two Locomotive unit(s) to be painted blue and white.
- B. Normal Lease duration time is one (1) year, however, our management can agree on a shorter duration (in order to allow your personnel to further evaluate Switch Engine application your premise.
- C. Lease rate is \$9,000.00 per month per unit. (Lease will be with full monthly maintenance).
- D. Inman Service Company personnel to conduct training sessions with your personnel as to safe operation and movement(s) of rail cars inside your plant.
- E. Terms would be F.O.T. Baytown, payable one month in advance after acceptance and upon your receipt of invoice.

I reiterate that Inman Service Company will discount ARCO Chemical 5% on a one year lease contract; if a six month contract is awarded, we will extend ARCO a 2½% discount.

Yours truly,

Alex. Judice
alex. judice
Marketing Director

Phone: Office: 713/427-6677 / 115 N. Main / Baytown, Texas 77520