

REYNOLDS, ALLEN & COOK

12577

RECORDATION NO. _____ Filed 1255

INCORPORATED
ATTORNEYS
1100 MILAM BUILDING, 18TH FLOOR
HOUSTON, TEXAS 77002
713-651-1300

DEC 16 1980 - 10 25 AM

INTERSTATE COMMERCE COMMISSION
TELEX: 79-1164

J. RANDOLPH EWING

0-351A053

December 9, 1980

No.

Date...

Fee \$...

DEC 16 1980
50.00
ICC Washington, D. C.

Secretary of Interstate
Commerce Commission
Washington, D.C. 20423

Gentlemen:

In accordance with the provisions of §11303 of Title 49 of the United States Code and §1116 of Title 49 of the Code of Federal Regulations, there are submitted herewith for filing three (3) executed counterparts of a Security Agreement dated October 31, 1980 by and between Enterprise-Wanda Corporation, a Texas corporation, Wanda Petroleum Company, a Texas corporation, and The Dow Chemical Company, a Delaware corporation.

Also enclosed is a check in the amount of \$50.00 in payment of the recordation fees.

The address of the mortgagor, Wanda Petroleum Company is 400 West Belt South, Houston, Texas 77042, and the address of the mortgagee, The Dow Chemical Company is 2030 Dow Center, Midland, Michigan 48640. The address of Enterprise-Wanda Corporation, the parent of Wanda Petroleum Company is c/o Enterprise Products Company, P. O. Box 4324, Houston, Texas 77210.

A description of the rolling stock to be covered by this Security Agreement is included within Section 1(D) of the Security Agreement.

Please return a certified copy of this Security Agreement upon filing to the undersigned, attorney for The Dow Chemical Company. Please do not hesitate to contact me should you need any additional information with regard to these instruments.

COMMERCE COMMISSION

Yours very truly,

DEC 12 1980

ADMINISTRATIVE SERVICES
MAIL UNIT

J. Randolph Ewing
J. Randolph Ewing

JRE:cas

DEC 16 10 17 AM '80
DOCKET FILE
BRANCH

12577

RECORDATION NO. _____ Filed 1425

See Exhibit D

SECURITY AGREEMENT

DEC 16 1980 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

Security Agreement, dated the 31st day of October, 1980, by and between ENTERPRISE-WANDA CORPORATION, a Texas corporation ("Buyer"), WANDA PETROLEUM COMPANY, a Texas corporation ("Wanda") and THE DOW CHEMICAL COMPANY, a Delaware corporation ("Dow").

W I T N E S S E T H:

WHEREAS, Buyer, Wanda, Dow and ENTERPRISE PRODUCTS COMPANY, a Texas corporation ("Enterprise") have entered into a Stock Purchase Agreement ("Agreement") for the purchase of the Wanda stock by Buyer, dated the 31st day of October, 1980; and

WHEREAS, it is a condition precedent to the obligation of Dow to sell and convey the Wanda stock to the Buyer, that Wanda shall have executed and delivered this Security Agreement to Dow;

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

1. Security Interest. For good and valuable consideration received by Wanda from Buyer, Wanda hereby grants to Dow a security interest in and agrees that Dow has and shall continue to have a security interest in the following property, including without limitation the items described on Exhibits, if any, attached hereto and made a part hereof, to-wit:

(a) Fixtures - all of Wanda's fixtures and appurtenances thereto, and such other goods, chattels, fixtures, equipment and personal property affixed or in any manner attached to the real estate and/or building(s) or structure(s), including all additions and accessions thereto and replacements thereof and articles in substitution therefor, howsoever attached or affixed, located at the following locations, more fully described in Exhibit "A" attached hereto.

(b) Equipment and Machinery - all equipment, machinery, tools, spare parts, motor vehicles and rolling stock whatsoever now owned or hereafter acquired by Wanda, including all appurtenances and additions thereto and substitutions therefor, wheresoever located, as more fully described on Exhibit "B" attached hereto.

(c) Easements and Licenses - all easements, licenses, permits, rights-of-way and other properties, whether real, personal or mixed, of every nature and description whatsoever now owned or hereafter acquired by Wanda, as more fully described on Exhibit "C" attached hereto.

(d) Railroad Cars - all railroad cars of every nature and description whatsoever now owned or hereafter acquired by Wanda, wheresoever located, as more fully described on Exhibit "D" attached hereto.

(e) Leases - all leases, including equipment leases, of every nature and description whatsoever now owned or hereafter acquired by Wanda, as more fully described on Exhibit "E" attached hereto.

(f) Proceeds - to the extent not otherwise included, all proceeds of any or all of the foregoing.

All of the above described property shall hereinafter be collectively referred to as "Collateral."

2. Purpose. The security interest granted hereby is to secure the payment of the eight (8) certain promissory notes of even date herewith in the aggregate principal sum of \$100,000,000.00, and any and all extensions, renewals and rearrangements thereof, executed by or on behalf of Buyer and payable to the order of Dow in the manner as therein provided, and any and all other indebtedness and liabilities whatsoever of the Buyer to Dow, whether direct or indirect, absolute or contingent, due or to become due and whether now existing or hereafter arising, and howsoever evidenced or acquired, whether joint or several (all of which are hereinafter sometimes called the "Obligations").

3. Representations, Warranties and Covenants of Wanda.

(a) Except for the security interest hereby granted, Wanda is, and as to the Collateral acquired after the date hereof which is included within the security interest specified in Section 1 hereof, Wanda will be, the owner of all such Collateral free from any adverse claim, security interest or encumbrance.

(b) There is no Financing Statement now on file in any public office covering any part of the Collateral, and so long as any amount remains unpaid on any Obligations of Wanda to Dow, Wanda will not execute and there will not be on file in any public office any such Financing Statement or Statements except the Financing Statement filed or to be filed with respect to the security interest hereby granted.

(c) Subject to any limitation stated therein or in connection therewith, all information furnished to Dow concerning the Collateral and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects.

(d) The Collateral will be used by Wanda primarily for business use.

4. General Covenants.

(a) Wanda will furnish to Dow a landlord's waiver of all liens with respect to any Collateral covered by this Security Agreement which is or may be located upon leased premises, such landlord's waiver to be in the form acceptable to counsel for Dow.

(b) Wanda agrees to execute and deliver such Financing Statement or Statements, or amendments thereof or supplements thereto, or other instruments as Dow may from time to time require in order to comply with the Texas Uniform Commercial Code (or other applicable State law of the jurisdiction where any of the Collateral is located) and to preserve and protect the security interest hereby granted.

(c) Dow may, at its option, whether before or after default, but without obligation to Wanda, discharge taxes, liens or security interests or other encumbrances at any time levied or placed upon the Collateral, and may place and pay for insurance thereon, or pay for the repair, improvement, maintenance and preservation of the Collateral and pay any filing or recording fees necessary to preserve and protect the security interest hereby granted. Wanda agrees to reimburse Dow on demand for any payment made or any expense incurred by Dow pursuant to the foregoing authorization, and such amount shall constitute additional Obligations of Wanda which shall be secured by and entitled to the benefits of this Security Agreement.

(d) Wanda shall at all reasonable times allow Dow by or through any of its officers, agents, attorneys or accountants, to examine or inspect the Collateral wherever located and to examine, inspect and make extracts from Wanda's books and records. Wanda shall do, make, execute and deliver all such additional and further acts, things, deeds, insurances, and instruments as Dow may require, to more completely vest in and assure to Dow its rights hereunder and in or to the Collateral.

(e) Wanda shall have and maintain insurance at all times with respect to all tangible collateral covered hereby in such amounts as specifically provided for in the Agreement. All of such insurance shall contain loss payable clauses in favor of Dow as its interest may appear. All policies of insurance shall provide for ten (10) days written minimum cancellation notice to Dow and at the request of Dow shall be delivered to and held by it. Dow is hereby authorized to act as attorney for Wanda in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts. Dow shall be authorized to apply the proceeds from any insurance to the Obligations secured hereby whether or not such Obligations are then due and payable.

(f) Any and all deposits or other sums at any time credited by or due from Dow to Wanda shall at all times constitute additional security for the Obligations and may be set off against any Obligation at any time whether or not they are then due or other security held by Dow is considered by Dow to be adequate. At any time after default, any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts, choses in action, chattel paper, general intangibles, cash property and the proceeds thereof owned by Wanda or in which Wanda has an interest which after default hereunder are at any time in possession or control of Dow or in transit by mail or carrier to or from Dow or in the possession of a third party acting for Dow's benefit, without regard to whether Dow receives the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, shall constitute additional security of Obligations of Wanda and may be applied at any time toward Obligations which are then due whether by acceleration or otherwise.

(g) If Dow should at any time be of the opinion that the Collateral is not sufficient or has declined or may decline in value, or should Dow deem payment of Buyer's Obligations to Dow to be insecure, then Dow may call for additional Collateral satisfactory to Dow, and Wanda promises to furnish such additional security forthwith. The call for additional collateral may be oral, by telegram, or United States mail addressed to Wanda and shall not affect any other subsequent right of Dow to exercise the same. Wanda agrees that Dow shall have no duty or obligation to collect any account, or to take any other action to preserve or protect the Collateral; however, should Dow elect to collect any account, Wanda releases Dow from any claim or claims for loss or damage arising from any act or omission in connection with such collection.

5. Events of Default.

(a) Buyer shall be in default under this Security Agreement should Wanda, Buyer or Enterprise be in breach of any representation, warranty, covenant or obligation under the Agreement (herein sometimes called an "Event of Default").

(b) Upon the occurrence of an Event of Default, or if Dow deems payment of Buyer's Obligations to Dow to be insecure, and at any time thereafter, Dow, may, at its option, without notice or demand to Wanda, declare all Obligations secured hereby immediately due and payable and Dow shall thereupon have the rights and remedies of a secured party under the Texas Uniform Commercial Code, including without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral and to apply the proceeds thereof toward payment of any costs and expenses and attorney's fees and legal expenses thereby incurred by Dow and toward payment of the Obligations in such order or manner as Dow may elect. Dow shall have the right to take immediate possession of the Collateral, with or without process of law, and for that purpose Dow may enter upon any premises on which

the Collateral or any part thereof may be situated and remove the same therefrom. Dow may require Wanda to assemble the Collateral and make it available to Dow at a place to be designated by Dow which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Dow will send Wanda reasonable notice of the time and place of any public sale thereof or of the time after which any public sale or other disposition thereof is to be made. The requirement of sending a reasonable notice shall be met if such notice is mailed, postage prepaid, to Wanda at the address designated at the beginning of this Security Agreement at least five (5) days before the time of the sale or disposition. Expenses of retaking, holding, repairing, improving, maintaining, preparing for sale, selling or the like shall include Dow's reasonable attorneys' fees and legal expenses, plus interest thereon at a rate per annum at all times equal to the highest lawful contract rate permitted by applicable law of the State of Texas, and shall constitute additional Obligations of Buyer which shall be due on demand and which shall be secured by and entitled to the benefits of this Security Agreement. If the proceeds of any sale or other lawful disposition by Dow of the Collateral following its retaking, are insufficient to pay the expenses of retaking, repairing, holding, preparing the Collateral for sale, selling it and the like, to satisfy the Obligations of Buyer to Dow, then Buyer agrees to pay any deficiency, but Wanda shall be entitled to any surplus if one results after lawful application of all of such proceeds.

(d) Dow may remedy any default and may waive any default without waiving the default remedies or without waiving any other prior or subsequent default.

(e) It is the intention of the parties hereto to comply with the usury laws of the State of Texas; accordingly, it is agreed that notwithstanding any provision to the contrary in this Security Agreement, or in any of the documents evidencing the Obligations or otherwise relating thereto, no such provision shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is provided for, or shall be adjudicated to be so provided for, in this Security Agreement, or in any of the documents evidencing the Obligations or otherwise relating thereto, then in such event (a) the provisions of this paragraph shall govern and control, (b) neither the Buyer hereof nor his heirs, legal representatives, successors or assigns or any other party liable for the payment hereof, shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount permitted by law, (c) any such excess which may have been collected shall be, at the option of the holder of the instrument evidencing the Obligations, either applied as a credit against the then unpaid principal amount thereof or refunded to the maker thereof and (d) the effective rate of interest shall be automatically subject to reduction to the maximum lawful contract rate allowed under the usury laws of the State of Texas as now or hereafter construed by the courts having jurisdiction.

(f) The remedies of Dow hereunder are cumulative, and the exercise of any one or more of the remedies provided herein shall not be construed as a waiver of any of the other remedies of Dow.

6. General.

(a) Any provision hereof found to be invalid under the laws of the State of Texas, or any other State having jurisdiction, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. If this Security Agreement is executed by more than one debtor, the obligations of all such debtors shall be joint and several. This Agreement shall be binding upon the heirs, personal representatives, successors or assigns of the parties hereto, but shall inure to the benefit of successors or assigns of Dow only. The law of the State of Texas shall apply to this Agreement and its construction and interpretation.

(b) Any carbon, photographic or other reproduction of any Financing Statement signed by Wanda is sufficient as a Financing Statement for all purposes, including without limitation, filing in any state as may be permitted by the provisions of the Uniform Commercial Code of such state.

(c) In order to induce Dow to advance and loan such funds to and/or for the benefit of Buyer, Wanda hereby covenants and agrees that in the Event of Default by Buyer, Dow shall have the absolute and unconditional right, without the prior notice and/or any prior hearing of any kind whatsoever, to seize and take possession of the Collateral, and furthermore Wanda does hereby expressly waive any right to any prior notice and/or any prior hearing prior to seizure and taking possession of the Collateral and/or property by Dow in the Event of Default by the Buyer.

(d) The security interest hereby granted and all the terms and provisions hereof shall be deemed a continuing security agreement and shall continue in full force and effect, and all the terms and provisions hereof shall remain effective as between the parties, until first to occur of the following: (i) the expiration of four (4) years from the date of payment of Buyer's Obligation to Dow; or (ii) repayment by Buyer of all Obligations secured hereby and the giving by Buyer of ten (10) days written notice of revocation of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, and this Agreement has been duly delivered on the day and year first above written in the City of Houston and the State of Texas.

WANDA PETROLEUM COMPANY ("Wanda")

By *Dan Duncan*

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 Dan Duncan, President of Wanda Petroleum Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Wanda Petroleum Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of December, 1980.

Jimmie Tucker
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

JIMMIE TUCKER
Notary Public in and for Harris County, Texas
My Commission Expires 9-22, 1980

ENTERPRISE-WANDA CORPORATION ("Buyer")

BY Harold B. Lee

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 HAROLD B. LEE, PRESIDENT of Enterprise-Wanda Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Enterprise-Wanda Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of December, 1980.

Jo Ann Zemlicka
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

JO ANN ZEMLICKA
Notary Public in and for Harris County, Texas
My Commission Expires 8-7-81, 1981

THE DOW CHEMICAL COMPANY ("Dow")

BY O. S. Andras

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 O. S. Andras, Attorney-in-Fact of The Dow Chemical Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Dow Chemical Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of November, 1980.

Connie L. White
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

Connie L. White
-8- My Commission Expires:
3-14-84

EXHIBIT "A"

1. A certain tract of land containing 2.27 acres of land situated in Jasper County, Texas, said land being more fully described as follows:

Being 2.27 acres of land, more or less, out of the Lewis Letney League, Abstract No. 344, Jasper County, Texas, and being part of a 4.10 acre tract conveyed to The Dow Chemical Company by Ashland Oil, Inc., December 28, 1972, and recorded in Vol. 252, page 436 of the Deed Records of Jasper County, Texas. Said 2.27 acres being more fully described as follows:

BEGINNING at a concrete monument at the easterly northeast corner of the Parkside Subdivision as recorded on Page 66 of the Plat Records of Jasper County, Texas, said point being 1301.18 feet N 86° 56' E and 489.75 feet N 3° 04' W from the Northwest corner of H. & T. C. Section 152;

THENCE S. 86° 56' W with the north boundaries of lots 40 and 41 of the Parkside Subdivision, 225.0 feet to a point for the beginning corner of the 2.27 acre tract herein described, same being a south corner of a 1.83 acre tract conveyed by Wanda Petroleum Company to The United States of America by deed dated June 30, 1970, and recorded in Volume 219, Page 279, of the Deed Records of Jasper County, Texas;

THENCE N 1° 44' W with a west boundary of said 1.83 acre tract, 158.0 feet to a point for corner;

THENCE, continuing with a southwest boundary of said 1.83 acre tract, N 38° 32' W, 258.29 feet to a point for corner;

THENCE N 86° 16' W, with a southern boundary of said 1.83 acre tract, 167.08 feet to a point for corner;

THENCE S 1° 20' W, with a west boundary of said 1.83 acre tract, 75.5 feet to a point for corner;

THENCE S 22° 17' E, 78.6 feet to a concrete monument for corner;

THENCE S 3° 04' E, 260.0 feet to a concrete monument for the northerly northeast corner of Lot 38 of said Parkside Subdivision;

THENCE N 86° 56' E, 60.0 feet to a point in the east right of way line of Parkside Loop, being the west boundary of Lot 39 of said Parkside Subdivision;

THENCE N 3° 04' W with the west boundary of said Lot 39, 20.0 feet to a concrete monument for the northwest corner of said Lot 39;

THENCE N 86° 56' E with the easterly north line of said Parkside Subdivision, 232.98 feet to the place of beginning, containing 2.27 acres, more or less.

2. A certain tract of land containing 22.996 acres of land being Tract No. 4 of the subdivision of 319.50 acres Settegast Heirs' land in the William Bryan Sruvey, Abstract No. 185, (Joseph Kopman No. 434) Harris County, Texas, and conveyed to The Dow Chemical Company by Ashland Oil, Inc., December 28, 1972, and recorded on Film Code 155-27-0813, et seq., of the Official Public Records of Real Property of Harris County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument in the east line of the William Bryan Survey located S. 0° 21' E. 283.33 feet from an iron pipe at the northeast corner of said William Bryan Survey;

THENCE S. 89° 23' W. along a fence 881.57 feet to a concrete monument;

THENCE S. 0° 21' E. 1130.20 feet to a concrete monument;

THENCE S. 89° 50' E. 881.60 feet to a concrete monument in the east line of the William Bryan Survey;

THENCE N. 0° 21' W. along a fence and the east line of said William Bryan Survey 1142.40 feet to the PLACE OF BEGINNING.

3. A certain tract of land containing 22.953 acres of land, more or less, in the Joseph Kopman Survey No. 434 (also known as the William Bryan Survey), Abstract No. 185, Harris County, Texas, such tract being known as Lot No. Three (3) of the subdivision (J. J. Settegast Heirs Partition) of a tract of 319.5 acres in the Joseph Kopman Survey, Harris County, Texas, being the same such Lot No. Three (3) described as Item 1. in Deed dated July 24, 1950, executed by Julius J. Settegast, et al, to Marion E. Settegast, and recorded in Volume 2152, Page 713, Deed Records of Harris County, Texas, and conveyed to The Dow Chemical Company by Ashland Oil, Inc., December 28, 1972, and recorded on Film Code 155-27-0813, et seq., of the Official Public Records of Real Property of Harris County, Texas, and being described by metes and bounds as follows:

BEGINNING at an iron rod in the north line of such Joseph Kopman Survey located N. 89° 27' E. a distance of 3701.6 feet from a concrete monument marking northwest corner of such Joseph Kopman Survey;

THENCE N. 89° 27' E. along the north line of such Joseph Kopman Survey a distance of 705.43 feet to a concrete monument marking the northwest corner of the Cave Company, et al, tract;

THENCE S. 0° 21' E. along the west line of said Cave Company, et al, tract a distance of 283.33 feet to an iron rod at its southwest corner;

THENCE N. 89° 39' E. along the south line of said Cave Company, et al, tract a distance of 4.9 feet to a concrete monument marking the northwest corner of The Dow Chemical Company 22.996-acre tract;

THENCE S. 0° 21' E. along the west line of said 22.996 acre tract a distance of 1130.68 feet to an iron rod marking its southwest corner;

THENCE N. 89° 50' W. a distance of 710.33 feet to an iron rod;

THENCE N. 0° 21' W. a distance of 1405.14 feet to the PLACE OF BEGINNING, and containing 22.953 acres of land, more or less.

4. A certain tract of land containing 7.607 acres of land situated in Harris County, Texas, and conveyed to The Dow Chemical Company by Ashland Oil, Inc., December 28, 1972, and recorded on Film Code 155-27-0813, et seq., of the Official Public Records of Real Property of Harris County, Texas, and being more particularly described in two (2) tracts as follows:

TRACT ONE: 2.021 acres of land out of the B.B.B. & C.R.R Co. Survey #1028, Abstract No. 179 in Harris County, Texas, said 2.021 acres being out of the 25 acres described in the Deed from Gulf Oil Corporation to R. E. Smith, dated August 5, 1960, recorded in Vol. 4156, at Page 328 of the Deed Records; and more fully described as follows:

BEGINNING at a 1-1/4 inch iron pipe marking the Southeast corner of said survey;

THENCE West along the South line of said survey, a distance of 860.0 feet to an iron rod for corner;

THENCE North, a distance 95.0 feet to an iron rod for corner;

THENCE North 89° 01' East, a distance of 860.14 feet to an iron rod for corner set in the East line of the survey;

THENCE South along the East line of said survey, a distance of 109.76 feet to the Place of Beginning.

TRACT TWO: 5.586 acres of land out of the JOSEPH KOPMAN SURVEY, Abstract No. 185, Patent #335, Vol. 1, Certificate #189, in Harris County, Texas, and being the same land described in Deed from J. J. SETTEGAST to GEORGE R. CHRISTIE et al, dated June 3, 1905, recorded in Vol. 177, Page 611 of the Deed Records, and in the Deeds to R. E. SMITH from C. W. WOLKE, TRUSTEES, Dated February 27, 1942, recorded in Vol. 1244, Page 62 of the Deed Records, and from HOUSTON LAND AND TRUST COMPANY, dated February 27, 1942, recorded in Vol. 1244, Page 63 of the Deed Records, and being more fully described as follows:

BEGINNING at a 1-1/4 inch iron pipe marking the Northeast corner of the survey;

THENCE South along the East line of the survey, a distance of 282.94 feet to an iron rod from which a concrete monument bears, 1.5 feet West and 0.5 feet South;

THENCE West, a distance of 860.00 feet to an iron rod for corner;

THENCE North, a distance of 282.94 feet to an iron rod set in the North line of the survey;

THENCE East along the North line of the survey, a distance of 860.0 feet to the Place of Beginning.

EXHIBIT "B"

OWNED PERSONAL PROPERTY LOCATED IN TEXAS
PIERCE JUNCTION

<u>Date</u> <u>Acquired</u>	<u>Description of Property</u>	<u>Location of Property</u> (Pierce Junction unless otherwise noted)
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Storage Tanks and Equipment

1972	Various Tanks, Piping, Compressors, Etc.	
1972	1 LPG Tank	
1973	1 Flare Stack	
1976	Air Compressor	
1975	Storage Tank	Corpus Christi

Repair Shop Equipment

1972	Various Shop Equipment	
1976	Welding Machine	
1978	Explosion Proof Heaters	

Loading Equipment

1972	Various Piping, Compressors, Motors, Valves, Etc.	
1973	Railrack Fire Prevention Equipment	
1973	Railrack Mercapton System	
1974	Railrack Compressor	
1974	Railrack Fire Prevention Equipment	
1977	Tank Truck Stenech System	
1977	Flare Recollection System	
1977	T/C & T/T Loading Automation	

Pipelines

1972	Pipelines, Valves, Pumps, Motors, Etc.	
1974	Branch Connection Modifications	
1974	Arcola Pipeline Modification	
1975	Blenoer Line	
1979	Interface & Gas Detection	
1974	Wanda-Coastal States Pipeline	

Lab Equipment

1972	Corrosion Tester Complete
1972	Potentiometric Recorder
1976	Analytical Equipment

Office Furniture and Fixtures

1976	Various
1977	Various

Buildings

1972	24 x 36 Building
1972	Metal Tire Shed
1972	Metal Office and Shop
1972	Metal Addition
1972	24 x 60 Paint & Body Shop
1972	Shop Bldg. RAR Ads 1959
1972	Pump Shack
1972	Shed For Gas Pumps
1972	24 x 160 Steel Bldg.
1972	24x 60 Steel Bldg.
1972	Storage Tool House
1972	Buildings & Additions
1972	Portable Bldg ~ Rental
1972	60 x 72 Shop Bldg.
1973	Office Building
1974	Office Facilities Expansion
1974	Fire Water System
1976	Office Building

Other Property

1976	Fuel Gas Line	Storage
1977	Site Improvements	Storage
1977	Entry Sign	Storage
1979	Transportation Radio	Storage
1976	Communications Equipment	Terminal
1976	Fire Water System	Terminal
1979	Key Guard System	Terminal
1976	Base Station Replacement	Pasadena Pipeline
1978	Petroleum Operations Radio	Pasadena Pipeline

Storage Wells

1972	Well #3
1972	Well #4
1972	Well #5
1972	Well #6
1972	Well #7
1972	Well #8
1972	Well #9
1972	Well #10

1972	Disposal Well
1973	Well #8
1974	Well #8 addition
1975	Well #11
1977	Well #12

Storage Well Equipment

1972	Various Piping, Pumps, Motors, Casing, Etc.	
1973	Flare Stack Modification	
1973	Storage Measuring Facility	
1973	Cathodic Protection Rectifier	
1974	Fire Water System	
1976	Sundyne Pump	
1976	Pump & Meter Facilities	
1976	Brine Mining Pump	
1977	Pump Alarm	
1978	Pipeways	
1978	Electrical Revision	
1978	Flare Recollection System	
1978	Mining Pit Diesel Skimmer	
1978	Mining Pit Diesel Tank Piping	
1979	Measurement Upgrade	
1979	PHT Separator	
1979	Propane Tie-In	
1975	Welding Machine	Pasadena Pipeline
1979	Brine System Modification	
1979	Wells #11 & #12 Block Valves	
1979	Well Lighting	
1979	Fresh Water Injection	

Water Wells

1974	Fresh Water Wells
1977	Water Well #11

Water Well Equipment

1977	Fresh Water Meter
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Land Improvements

1972	Concrete Slabs
1972	Roads & Culverts
1972	Fencing PI Property
1973	Fence
1976	Entrance Gate
1978	Road Work
1976	Cedar Fence
1979	Paving and Drainage

Data Handling Equipment

1973 Various
1974 8

Pickups

1975 Radios for Pickups Storage
1975 Radios for Pickups Terminal
1975 Radios for Pickups Pasadena Pipeline
1977 1977 3/4 Ton Pickup Storage
1978 1978 Ford F-150 Pickup Storage

Tractors

1975 Modify Transports

Trailers

	Make	Unit No.	Year	Serial No.
1972	Trailmobile	4293	1960	700800
1972	Trailmobile	4297	1960	700804
1972	Trailmobile	4403	1960	701171
1972	Trailmobile	4404	1960	701172
1972	Trailmobile	4406	1960	701175
1972	Trailmobile	4407	1960	701177
1972	Trailmobile	4408	1960	701174
1972	Trailmobile	4410	1960	701178
1972	Trailmobile	4411	1960	701179
1972	Trailmobile	4418	1960	701181
1972	Fruehauf	4427	1960	OMA104006
1972	Fruehauf	4435	1961	OMA109707
1972	Fruehauf	4438	1961	OMA104007
1972	Trailmobile	4448	1961	701625
1972	Trailmobile	4451	1963	701726
1972	Trailmobile	4454	1963	701743
1972	Trailmobile	4461	1963	701782
1972	Nortex	4463	1963	635354
1972	Trinity	4468	1964	73557
1972	Trinity	4471	1964	73556
1972	Trinity	4472	1964	73553
1972	Trinity	4484	1964	95586
1972	Trinity	4486	1964	95585
1979	Fruehauf	3585	1979	UAV-630610

Miscellaneous Vehicles

1972 Float Trailer 1951 TR19692
1977 Ford LTD 1977 129984
1977 Chevrolet
 Impala 1977 136761

WANDA PETROLEUM COMPANY
 OWNED PERSONAL PROPERTY LOCATED IN TEXAS
 OTHER

<u>Date Acquired</u>	<u>Description of Property</u>	<u>Location of Property</u>
<u>Office Furniture and Fixtures</u>		
1972	Various	Houston Office Services
1979	Various	Houston Office Services
1972	Various	Houston Office Services
1973	Various	Houston Office Services
1974	Various	Houston Office Services
1975	Various	Houston Office Services
1976	Various	Houston Office Services
1977	Various	Houston Office Services
<u>Buildings</u>		
1972	Rayburn Village Lodge	Rayburn Lodge
1976	Lodge Improvements	Rayburn Lodge
<u>Other Property</u>		
1972	Miscellaneous Materials and Supplies	Rayburn Lodge
1976	Deck Boat	Rayburn Lodge
1978	Lawn Trailer	Rayburn Lodge
<u>Land Improvements</u>		
1974	Driveway	Rayburn Lodge
<u>Data Handling Equipment</u>		
1973	Various	Houston Office
1974	Various	Houston Office
1975	Various	Houston Office
1976	Various	Houston Office
1977	Various	Houston Office

WANDA PETROLEUM COMPANY
CONSTRUCTION IN PROGRESS IN TEXAS

<u>Project Number</u>	<u>Project</u>	<u>Location</u>	<u>Status</u>	<u>Completion Date</u>
404	Pipeline Automation	Pasadena Pipeline	Open	12/80
428	Storage Well Automation	Storage	Open	1981
447	Preliminary Engineering Rack Relocation	Pierce Junction	Open	
461	D-1, D-2 Compressor Manifold Replacement	Storage	Open	9/80
462	Uninterupttable Power Supply	Storage	Open	9/80
479	LPG Injection Pumps	Storage	Open	9/80
491	Flare Pilot	Storage	Open	12/80
501	Transportation Shop Air Compressor	Terminal	Closed	7/80
502	Pipe Storage	Storage	Open	9/80
508	Fleet Manager Radio	Terminal	Open	1981
510	PIL Diesel Injection Pump	Storage	Open	12/80
<u>Houston Office</u>				
484	Office Furniture	General	Open	9/80
492	Installation of Mini-Blinds	General	Open	9/80
513	Work Centers- Herman Miller	Information/ Services	Open	10/80
514	Work Centers- Herman Miller	Accounting	Open	10/80
<u>Rayburn Lodge</u>				
489	Misc. Capital Improvements	Rayburn Bldg.	Open	12/80

EXHIBIT "C"

EASEMENTS, LICENSES AND PERMITS

All of the rights of way, easements, lands held in fee and interests therein, servitudes, licenses, permits, leases, sub-leases, tenements and appurtenances (including all amendments, corrections, counterparts and ratifications thereof) affecting lands situated in Harris County, Texas, described below, and in addition all pipe lines, fittings, valves, block valve installation, fences and other improvements or facilities owned or claimed by Wanda Petroleum Company, directly or indirectly, and used in connection with any of the foregoing together with any additional rights, titles or interests in lands, whether described below or not, owned or claimed by Wanda Petroleum Company, and used in connection with the pipe line system or systems of which the foregoing properties, real, personal and mixed, are a part, to-wit:

1. Pipe Line Right of Way Easement from Burt F. Taylor, Grantor, to Wanda Petroleum Company, Grantee, dated January 15, 1959, recorded in Vol. 5000, page 525 of the Deed Records of Harris County, Texas.

2. Texas Department of Highways and Public Transportation Permits issued to Wanda Petroleum Company:

<u>No.</u>	<u>Date</u>
80-4368	January 29, 1980
68-4283	June 13, 1965
65-3346	August 12, 1965
65-3345	August 11, 1965
65-2201	April 6, 1965
65-3234	March 19, 1965
65-3223	March 17, 1965
65-3208	February 18, 1965
59-855	June 12, 1965
65-6497	March 31, 1965
64-3152	December 4, 1964
64-3150	December 4, 1964
64-3149	December 4, 1964
65-6497	March 31, 1965

3. The following Agreements and Licenses assigned to Wanda Petroleum Company by The Dow Chemical Company by assignment effective December 1, 1973:

- (a) Wire Line License Agreement dated August 1, 1959, Carrier's No. CA-50950, covering one 220 volt underground power line crossing of Carrier's right of way at Mile Post 7+18, in Harris County, Texas, near Pierce Junction; said Agreement adopted by Assignor herein, effective as of December 28, 1972, by Assignment dated March 3, 1973.
- (b) Pipe Line License Agreement dated April 5, 1963, Carrier's No. CA-57704, covering a 2-inch diameter vapor gas pipe line and appurtenances 308 feet in length, situated on Carrier's right of way from Carrier's Engineer's Chaining Station 461+15 to Engineer's Chaining Station 464+23, in Harris County, Texas, at or near Pierce Junction, as amended on March 27, 1973; said Agreement adopted by Assignor herein effective as of December 28, 1972, by Assignment dated March 3, 1973.
- (c) Pipe Line License Agreement dated April 5, 1963, Carrier's No. CA-57705, covering four steel pipe lines, each 3 inches in diameter and each 1157 feet in length, and appurtenances together with an 86-foot crossing beneath two tracks on Carrier's right of way from Carrier's Engineer's Chaining Station 461+15 to Engineer's Chaining Station 472+61, in Harris County, Texas, near Pierce Junction, as amended on March 27, 1973; said Agreement adopted by Assignor herein effective as of December 28, 1972, by Assignment dated March 3, 1973.
- (d) Pipe Line License Agreement dated December 21, 1964, Carrier's No. CA-58972, covering two 6-inch diameter liquefied petroleum gas pipe lines approximately 3861 feet in length, and appurtenances on Carrier's right of way from Carrier's Engineer's Chaining Station 434+00 to Engineer's Chaining Station 472+61, together with a crossing beneath Carrier's main track at Engineer's Chaining Station 434+00, in Harris County, Texas, near Pierce Junction, as amended on March 14, 1973; said Agreement adopted by Assignor herein effective as of December 28, 1972, by Assignment dated March 3, 1973.

- (e) Pipe Line License Agreement dated December 21, 1964, Carrier's No. CA-58973, covering a 4-inch diameter liquefied petroleum gas pipe line 42,609 feet in length on Carrier's right of way between Mile Post 8 and Mile Post 18, in Harris and Ft. Bend Counties, Texas, near Almeda, and two 8' x 8' meter stations situated on the last 112 feet of said pipe line right of way; said Agreement conditionally assigned to Assignor herein December 21, 1964, and supplemented and amended effective as of November 12, 1971, to provide for the addition to the pipe line of three block valves in 8'9" x 8'0" concrete boxes at approximate Engineer's Stations 534+21, 671+57 and 837+75, and further amended on March 14, 1973; said Agreement adopted by Assignor herein effective as of December 28, 1972, by Assignment dated March 3, 1973.
- (f) Ground and Track Lease Agreement dated April 5, 1963, Carrier's No. LA-24922, covering 2,269.18 square feet of Carrier's property and an intermediate 600-foot section of Carrier's Track No. 44-42 and an intermediate 600-foot section of Carrier's Track No. 44-46, as site for loading rack and handling and storage of cars containing liquefied petroleum gas in Harris County, near Pierce Junction, Texas, as supplemented and amended on March 27, 1973, to provide for two gas compressors; said Agreement adopted by Assignor herein December 28, 1972.
- (g) Gas Detection System License dated May 23, 1973, Carrier's No. 71072, covering one gas detection system on, along, under and across Carrier's track and right of way in the James Hamilton Survey No. A-885, Harris County, Texas, at or near Pierce Junction.
- (h) Pipe Line License Agreement dated March 30, 1973, Carrier's No. 70898, covering one 2-inch natural gas and vapor gas pipe line and appurtenances, from Licensee's railrack compressors situated on Carter's property to an existing natural gas pipe line, intersecting Carrier's right of way at Engineer's Chaining Station 459+44, Harris County, Texas, at or near Pierce Junction.

4. Pipeline and Canal Crossing License from Houston Belt & Terminal Railway Company to Wanda Petroleum Company dated January 1, 1965.

5. Assignment from The Dow Chemical Company to Wanda Petroleum Company effective December 1, 1973, covering the following agreements and licenses from Southern Pacific Transportation Company:

<u>No.</u>	<u>Date</u>	<u>Location</u>	<u>Type of Agreement</u>
147901	8-13-65	Deer Park, TX.	Longitudinal Pipeline License
Supplement to 147901	9-08-65	Deer Park, TX.	Longitudinal Pipeline License
Supplement to 147901	5-13-69	Deer Park-Strang TX.	Longitudinal Pipeline License
145841	12-03-64	Houston, TX.	Longitudinal Pipeline License
147664	7-09-65	Houston, TX.	License, 6" Pipeline Crossing

6. Supplemental Agreements to Lease Audit 145841, between Southern Pacific Transportation Company and Wanda Petroleum Company dated November 8, 1979, and October 4, 1979.

7. U. S. Army Corps of Engineers Permit W-N-243-41-Permit 6386 to Wanda Petroleum Company dated December 7, 1964, 2; 6" pipeline across Sims Bayou, Houston, Texas.

8. Pipe Line License from The Atchison, Topeka, and Santa Fe Railway Company to Wanda Petroleum Company dated November 9, 1965, License No. C-6658.

9. Pipeline Right of Way Easement from Houston Lighting & Power, Grantor, to Wanda Petroleum Company, Grantee, dated December 21, 1964, recorded in Vol. 5811, page 406 of the Deed Records of Harris County, Texas.

10. Oil, Gas, Etc. Pipeline Easement (Railroad Right of Way) between Port of Houston Authority, Grantor, and Wanda Petroleum Company, Grantee, dated October 19, 1974, No. MO-P-108 (Renewal).

11. Oil, Gas, Etc. Pipeline Easement (Railroad Right of Way) between Port of Houston Authority, Grantor, and Wanda Petroleum Company, Grantee, dated June 25, 1979, No. 79-117.

12. Amended Oil, Gas, Etc. Pipeline Easement (Railroad Right of Way) between Port of Houston Authority, Grantor, and Wanda Petroleum Company, Grantee, dated effective September 1, 1979, No. 79-117.

13. Lease Agreement and Contract between Port of Houston Authority and Wanda Petroleum Company dated June 4, 1980, No. 79-114.

14. Right of Way and Surface Lease between Atlantic Richfield Company, Grantor, and Wanda Petroleum Company, Grantee, dated November 23, 1970, recorded in the Official Public Records of Real Property of Harris County, Texas, at Film Code Reference No. 138-26-1319.

15. Use, Release and Indemnity Agreement between Coastal States Crude Gathering Company and Wanda Petroleum Company dated June 11, 1979, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 131-81-1849.

16. Easement for Meter Site between Crown Central Petroleum Corporation, Grantor, and Wanda Petroleum Company, Grantee, dated May 8, 1979, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 130-81-0569.

17. Letter Agreement dated June 3, 1980, between Shell Oil Company, Wanda Petroleum Company, Houston Lighting & Power Company and Southwestern Bell Telephone Company.

18. Letter Agreement dated May 9, 1980, between Shell Pipe Line Corporation, Wanda Petroleum Company, Houston Lighting & Power Company and Southwestern Bell Telephone Company.

19. Oil, Gas etc. Pipeline Easement (Railroad Right of Way) between Port of Houston Authority and Wanda Petroleum Company dated July 1, 1975, No. MO-P-108-B (Renewal).

20. Distribution and/or Transmission Line License, between Port of Houston Authority of Harris County, Texas, and Wanda Petroleum Company dated June 25, 1979, No. 79-116.

21. Lease Agreement and Contract between Port of Houston Authority of Harris County, Texas, and Wanda Petroleum Company dated June 4, 1979, No. 79-115.

22. Right of Way Easement, between Phillips Petroleum Company, as Grantor, and Wanda Petroleum Company, as Grantee, dated August 28, 1969, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 142-28-0971.

23. Right of Way Easement (Pipe Line) between Phillips Pipe Line Company, as Grantor, and Wanda Petroleum Company, as Grantee, dated August 28, 1969, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 142-28-0974.

24. Easement between Phillips Petroleum Company, as Grantor, and Wanda Petroleum Company, as Grantee, dated April 20, 1979, recorded in the Official Public Records of Harris County, Texas, Film Code Reference No. 128-94-2379.

25. Supplemental Agreement between Southern Pacific Transportation Company and Wanda Petroleum Company, dated May 21, 1980, No. 147901.

26. Pipe Line Grant between Tenneco Manufacturing Company, as Grantor, and Wanda Petroleum, Inc., as Grantee, dated July 30, 1965, recorded in Volume 6045, page 509 of the Deed Records of Harris County, Texas.

27. Easement and Right of Way between Tenneco Oil Company, as Grantor, and Wanda Petroleum, Inc., as Grantee, dated September 27, 1965, recorded in Volume 6097, page 513 of the Deed Records of Harris County, Texas.

28. Pipeline Location Agreement between Humble Pipe Line Company and Wanda Petroleum, Inc., dated July 29, 1969, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 138-26-1324.

29. Right of Way Easement between M. E. Settegast, Grantor, and Wanda Petroleum, Inc., as Grantee, dated September 20, 1962, recorded in Volume 4877, page 429 of the Deed Records of Harris County, Texas.

30. Right of Way and Easement between M. E. Settegast, Grantor, and Wanda Petroleum, Inc., Grantee, dated April 14, 1961, recorded in Volume 4353, page 257 of the Deed Records of Harris County, Texas.

31. Right of Way and Easement, between Houston Bank & Trust Company and James M. Harrington, Joint Independent Executors of the Estate of Samuel Taylor, Deceased, Grantors, to

Wanda Petroleum, Inc., dated February 1, 1965, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code 138-26-1329.

32. Lease and Pipeline Easements between International Disposal Corp. and Wanda Petroleum Company dated December 1, 1978, recorded in the Official Public Records of Harris County, Texas, Film Code 123-86-0960.

33. Right of Way Agreement between Irene Taylor, et al, to Wanda Petroleum Company dated November 27, 1959, recorded in Volume 5717, page 251 of the Deed Records of Harris County, Texas.

34. Right of Way Agreement between Mollie Stevenson and Benjamin F. Stevenson, Grantors, and Wanda Petroleum Company, Grantee, dated November 27, 1959, recorded in Volume 5717, page 255 of the Deed Records of Harris County, Texas.

35. Right of Way Agreement between M. T. Stevenson, et al, and Wanda Petroleum, Inc., dated November 25, 1964, recorded in Volume 5739, page 75 of the Deed Records of Harris County, Texas.

36. Right of Way Agreement between Irene Taylor, et al, Grantors, and Wanda Petroleum Company, Grantee, dated January 20, 1965, recorded in Volume 5793, page 536 of the Deed Records of Harris County, Texas.

37. Amendment of Right of Way between Mollie Stevenson and Wanda Petroleum Company Division, The Dow Chemical Company dated November 5, 1973, recorded in the Official Public Records of Harris County, Texas, Film Code 171-36-1084.

38. Wire Line License between Missouri Pacific Railroad Company and The Dow Chemical Company dated March 20, 1980, and Pipe Line License for Missouri Pacific Railroad Company to Wanda Petroleum Company dated March 28, 1980, J5W-116-334, No. 80,195.

39. Canal Crossing Assurances submitted to the Brazos Authority by Wanda Petroleum Company dated July 28, 1973.

40. City of Pasadena, Texas Main Gas Pipe Line Extension Permits No. LW-64 dated September 25, 1964, and No. 2 dated June 18, 1965.

41. Permits for Pipeline under County Roads, Harris County, Texas:

<u>Date</u>	<u>Recorded in Minutes of Commissioners' Court, Harris County, Texas</u>
August 5, 1965	Volume 58, page 490
February 9, 1970	Volume 72, page 55
July 15, 1965	Volume 58, page 415
March 25, 1965	Volume 57, page 640

42. Right of Way Agreement between Shell Oil Company, Grantor, and Wanda Petroleum Incorporated, Grantee, dated September 21, 1965, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 137-23-1452 as amended by Agreement between Shell Oil Company and Wanda Petroleum, Inc., dated November 23, 1971, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 137-23-1459.

43. Pipeline Easement between Shell Oil Company, Grantor, and Wanda Petroleum, Inc., and Tenneco Oil Company, Grantees, dated September 12, 1969, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 138-26-1306.

44. Oil, Gas and Mineral Pipeline Easement (Railroad Right of Way) between Port of Houston Authority and Wanda Petroleum Company dated June 7, 1975, No. MO-P-108-A (Renewal).

45. Right of Way Agreement between W. D. Haden Company and Wanda Petroleum Company dated June 16, 1965, recorded in Volume 5963, page 425 of the Deed Records of Harris County, Texas.

46. Right of Way Agreement between the Manchester Terminal Corporation, Grantor, and Wanda Petroleum Company, Grantee, dated June 9, 1965, recorded in Volume 5960, page 261 of the Deed Records of Harris County, Texas; as extended by Letter Agreement dated July 16, 1971.

47. Right of Way Agreement between Wanda Petroleum Company, Grantor, and Mustang Pipeline Company, Grantee, dated December 28, 1976.

48. Right of Way for Electric Distribution and Communication Lines between Wanda Petroleum, Inc., Grantor, and Houston Lighting & Power Company, Grantee, dated December 23, 1965.

49. Easement for Railroad Purposes between R. E. Smith Estate, Grantor, and Wanda Petroleum Company, Grantee, dated October 4, 1978, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 125-82-1271.

50. Right of Way Agreement between Wanda Petroleum Company, Grantor, and Coastal States Crude Gathering Company, Grantee, dated September 23, 1974.

51. Letter Agreement to pipeline easement between Wanda Petroleum Company and Coastal States Crude Gathering Company dated September 17, 1974.

52. Right of Way Agreement between R. E. Smith, Grantor, and Wanda Petroleum, Inc., Grantee, dated April 18, 1961, recorded in Volume 4353, page 261 of the Deed Records of Harris County, Texas.

53. Right of Way Agreement between United Texas Transmission Company, Grantor, and Wanda Petroleum Company, Grantee, dated November 27, 1974, recorded in the Official Public Records of Real Property of Harris County, Texas, Film Code Reference No. 114-06-2306.

54. License from the City of Houston, Texas, to Wanda Petroleum Company for two trunk pipelines, granted by Ordinance No. 64-2308.

EXHIBIT "D"

RAILROAD TANK CARS

<u>CAR NUMBERS</u>	<u>DATE ACQUIRED</u>	<u>CAR NUMBERS</u>	<u>DATE ACQUIRED</u>	<u>CAR NUMBERS</u>	<u>DATE ACQUIRED</u>
LEYX500	10-31-69	LEYX521	10-31-69	LEYX542	10-31-69
LEYX501	10-31-69	LEYX522	10-31-69	LEYX543	10-31-69
LEYX503	10-31-69	LEYX523	10-31-69	LEYX544	10-31-69
LEYX504	10-31-69	LEYX524	10-31-69	LEYX546	10-31-69
LEYX505	10-31-69	LEYX525	10-31-69	LEYX547	10-31-69
LEYX506	10-31-69	LEYX526	10-31-69	LEYX548	10-31-69
LEYX507	10-31-69	LEYX527	10-31-69	LEYX549	10-31-69
LEYX508	10-31-69	LEYX528	10-31-69	LEYX550	10-31-69
LEYX509	10-31-69	LEYX529	10-31-69	LEYX551	10-31-69
LEYX510	10-31-69	LEYX530	10-31-69	LEYX552	10-31-69
LEYX511	10-31-69	LEYX531	10-31-69	LEYX553	10-31-69
LEYX512	10-31-69	LEYX532	10-31-69	LEYX554	10-31-69
LEYX513	10-31-69	LEYX533	10-31-69	LEYX555	10-31-69
LEYX514	10-31-69	LEYX534	10-31-69	LEYX556	10-31-69
LEYX515	10-31-69	LEYX535	10-31-69	LEYX558	10-31-69
LEYX516	10-31-69	LEYX536	10-31-69	LEYX559	10-31-69
LEYX517	10-31-69	LEYX537	10-31-69	LEYX560	10-31-69
LEYX518	10-31-69	LEYX538	10-31-69	LEYX561	10-31-69
LEYX519	10-31-69	LEYX539	10-31-69	LEYX562	10-31-69
LEYX520	10-31-69	LEYX540	10-31-69	LEYX563	10-31-69
		LEYX541	10-31-69	LEYX564	10-31-69

LEYX565	10-31-69
LEYX566	10-31-69
LEYX567	10-31-69
LEYX568	10-31-69
LEYX569	10-31-69
LEYX570	10-31-69
LEYX571	10-31-69
LEYX572	10-31-69
LEYX573	10-31-69
LEYX574	10-31-69
LEYX575	10-31-69
LEYX576	10-31-69
LEYX577	10-31-69
LEYX578	10-31-69

EXHIBIT "E"

LEASES

1. Lease dated January 23, 1978, between Curtis Leroy Sikes, Sr., et ux, and Wanda Petroleum Company for a tract of land in the NW/4 of Section 21, Township 18 North, Range 9 West, Webster Parish, Louisiana.

2. Lease dated May 2, 1974, between Illinois Central Gulf Railroad Company and Wanda Petroleum Company for a tract of land in Webster Parish, Louisiana.

3. Letter Agreement dated August 7, 1963, from Wanda Petroleum Company to Louisiana Power & Light Co. for pole rental.

4. Lease from Houston Citizens Bank & Trust Company as Guardian of the Estate of Pinkie E. Taylor, a person of unsound mind and as Administrator of the Estate of Burt F. Taylor, Deceased, dated January 7, 1974, and recorded under Clerk's File No. EO 94939, Film Code 175-23-1321, in the Records of the County Clerk of Harris County, Texas.

5. Lease from Texas Commerce Bank N.A., Independent Executor and Trustee under the Will of Nettie Taylor Williams, Deceased, dated January 1, 1974, and recorded under Clerk's File No. EO 89786, Film Code 174-37-0149, in the Records of the County Clerk of Harris County, Texas.

6. Lease from the Board of Education of the United Methodist Church dated October 12, 1973, and recorded under Clerk's File No. EO 88892, Film Code 174-35-2371, in the Records of the County Clerk of Harris County, Texas.

7. Lease from W. Ervin James, Trustee, dated October 12, 1973, and recorded under Clerk's File No. EO 89788, Film Code 174-37-0167, in the Records of the County Clerk of Harris County, Texas.

8. Lease from Mollie Stevenson, et al, dated October 12, 1973, and recorded under Clerk's File No. EO 87286, Film Code 174-33-2429, in the Records of the County Clerk of Harris County, Texas.

9. Underground Storage Lease Agreement dated May 31 1977, between Delta Underground Storage Corporation and Wanda Petroleum Company for storage facilities available in Forrest County near Petal, Mississippi.
10. Lease dated October 8, 1979, between Wanda Petroleum Company and Aeropres Corporation for lease of 18 tank cars for transportation of LPG.
11. Car Service Contract dated November 21, 1969, between AFC Industries, Incorporated, and Wanda Petroleum Company for 42 railroad tank cars, for car numbers 17650, 17654, 17010 through 17029, 17073 through 17082 and 17084 through 17093.
12. Car Service Contract dated January 10, 1969, between Wanda Petroleum Corporation and Farmland Industries, Inc., to lease 200, 33,500 gallon D.O.T. tank cars, reduced to 100 cars by letter dated July 30, 1976.
13. Lease dated October 8, 1978, between Wanda Petroleum Company and Union Texas Petroleum for the lease of 40 tank cars. (terminated 10/1/80)
14. Lease dated October 20, 1978, between Wanda Petroleum Company and Zip Transportation for the lease of 45 tank cars as amended by letter dated November 22, 1978, August 14, 1979 and June 16, 1980.
15. Lease dated April 5, 1974, between Illinois Gulf Railroad Company and Wanda Petroleum Company for 500 feet of railroad property in Webster Parish, Louisiana.
16. Equipment Lease Agreement and Purchase Agreement Assignment dated March 17, 1980, between Ryder Finance of Nevada, Inc., and Wanda Petroleum Company for 31 White Western Star Tractors. (Note Guaranty Agreement executed by Dow)
17. Truck Terminal Lease dated April 16, 1980, between Buddy Holmes and Wanda Petroleum Company covering 1.58 acres of land in the Joseph Knight Survey, Wood County, Texas.
18. Contract of Lease dated June 14, 1979, between Jack Tharpe and Wanda Petroleum Company, a tract of land in Webster Parish, Louisiana for a truck terminal.
19. Master Equipment Lease Agreement dated April 5, 1974, between Rugeley-Bachman Car Leasing Company and Wanda Petroleum Company as amended April 26, 1979.

20. Tank Car Service Contract dated November 1 1972 between General American Transportation Corporation and Wanda Petroleum Company for the leasing of railroad tank cars, as amended by nine (9) riders.
21. Car Service Contract dated June 1, 1972, between Union Tank and Car Company and Wanda Petroleum Company for the leasing of railroad tank car, as amended by several amendments.
22. Lease Agreement dated November 1, 1979, between Columbus Butane Gas Company and Wanda Petroleum Company leasing 1 tank of 18,000 gallons in land in Lamar County, Alabama.
23. Exchange Agreement dated June 20, 1980, between General Motors Corporation and Wanda Petroleum Corporation - propane - Hattiesburg, Mississippi.
24. Raw Make Stream Storage Agreement dated April 16, 1980, between Wanda Petroleum Company and Dow Chemical Company for underground storage near Pierce Junction, Texas.
25. Underground Storage Lease Agreement dated February 19, 1980, between Consolidated Storage, Inc., and Wanda Petroleum Company near Reno County, Kansas.
26. Exchange of Storage Space dated March 21, 1980, between Hercules Petroleum Company and Wanda Petroleum Company covering facilities in Pierce Junction, Texas.
27. Storage Contract dated March 14, 1980, between Home Petroleum Corporation and Wanda Petroleum Company for facilities near Conway, Kansas.
28. Propane Storage Agreement dated January 31, 1980, between Mapco Underground Storage, Inc., and Wanda Petroleum Company for facilities near Conway, Kansas.
29. Various leasing contracts with Open Road of Houston, Inc. for 14 trucks and vans.
30. Lease dated January 31, 1969 from Gulf Oil Corporation to Wanda Petroleum, Inc. for 16.17 acres being a portion of Lot No. 5 located in the N/4 of Section 33, T-9-S, R-7-E, St. Martin Parish, Louisiana. as extended, recorded in Book 615, Folio 326 of Conveyance Records in St. Martin Parish, Louisiana.
31. Lease dated August 14, 1976 from Gulf Oil Corporation to The Dow Chemical Company for 6.702 acres in the NE/4 of SE/4 of Section 33, T-9-S, R-7-E, St. Martin Parish, Louisiana.

32. Lease dated March 23, 1971 from Gulf Oil Corporation to Wanda Petroleum, Inc. of one (1) acre in the form of a square around SWD well in the SE/4 of Section 32, T-9-S, R-7-E, St. Martin Parish, Louisiana, recorded in Book 647, Folio 243, Conveyance Records of St. Martin Parish, Louisiana.

33. Lease Agreement dated May 1, 1978 from The Dow Chemical Company, Getty Oil Company and Placid Oil Company to Wanda Petroleum Company for 10 acres of land located in the northern portion of the S/2 of NW/4 of Section 33, T-9-S, R-7-E, St. Martin Parish, Louisiana.

34. Roadway Lease dated July 12, 1963 from Freeport Oil Company to Wanda Petroleum, Inc. for use of a roadway in Section 28, T-9-S, R-7-E, St. Martin Parish, Louisiana.

35. Agreement dated April 1, 1964 between Southern Pacific Company and Wanda Petroleum Company for a spur tract 135 feet long near Beaux Bridge, St. Martin Parish, Louisiana.