

RECORDATION NO: 12693-K
Filed 1425

OCCIDENTAL PETROLEUM CORPORATION

10889 WILSHIRE BOULEVARD, SUITE 1500
LOS ANGELES, CALIFORNIA 90024

1-176A033

JUN 25 1981 -10 25 AM

879-1700-477-0066

INTERSTATE COMMERCE COMMISSION

No. JUN 25 1981
Date.....
Fee \$ 20.00

Secretary of the Interstate Commerce Commission:

Washington, D.C.

ICC Washington, D. C.

Dear Mr. Secretary:

Accompanying this letter and presented to you for recordation pursuant to the Interstate Commerce Act, 11 U.S.C. §11303, is the following Amendment Agreement prepared and executed in connection with an Equipment Lease Agreement, filed and recorded with the Commission on December 31, 1980 at 9:05 a.m. and bearing recordation number 12693-A.

1. AMENDMENT AGREEMENT, dated as of January 27, 1981 and by and between:

Owner Trustee:

First Security State Bank
79 South Main Street
Salt Lake City, Utah 84111

Loan Trustee:

First Security Bank of Utah,
National Association
79 South Main Street
Salt Lake City, Utah 84111

Lessee:

Occidental Barging Corporation
10889 Wilshire Boulevard, Suite 1500
Los Angeles, California 90024

RECEIVED
JUN 25 10 17 AM '81
I.C.C.
FEE OPERATION BR.

Counterpart - Carolyn C. Ruff

This Amendment Agreement adjusts the rent, Casualty Loss Values and Termination Values for forty six (46) 13,500 gallon nominal capacity liquid sulfur tank cars, D.O.T. #111A100W1, bearing the identification marks "OCCX 2105" to "OCCX 2150." Each tank car was manufactured

Page Two

according to the specifications set forth in the above-referenced Equipment Lease Agreement.

Please return the original copy of this Amendment Agreement to:

Thelen, Marrin, Johnson & Bridges
Two Embarcadero Center
San Francisco, California 94111

Attention: David P. Graybeal, Esq.

Very truly yours,

OCCIDENTAL PETROLEUM CORPORATION

By



Ronald B. Casriel
Vice President and Treasurer

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Thelen, Marrin, Johnson & Bridges
Two Embarcadero Center
San Francisco, California 94111

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/25/81** at **10:25AM**, and assigned re-
recording number(s). **12693-K**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 12693-K

Filed 1425

COUNTERPART

JUN 25 1981 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT

Dated as of January 27, 1981

Between

FIRST SECURITY STATE BANK
as Trustee of Occidental Barging Corporation
Trust No. F-318L,

Owner Trustee,

FIRST SECURITY BANK OF UTAH, N.A.

Loan Trustee,

OCCIDENTAL BARGING CORPORATION,

Lessee

Filed and recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act, 49 U.S.C. § 11303, on the ____ day of ____ 1981, at _____, recordation number _____.

AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT dated as of the 27th day of January, 1981, by and between FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity, but solely as trustee (herein designated "Owner Trustee") under the Trust Agreement, dated as of December 1, 1980, with Ingersoll-Rand Financial Corporation, a Delaware corporation as trustor, (herein designated "Trustor"), FIRST SECURITY BANK OF UTAH, N.A., a national banking association, in its individual capacity and as trustee (herein designated "Loan Trustee"), acting as agent for the State of Wisconsin Investment Board (herein designated "Purchaser"), and OCCIDENTAL BARGING CORPORATION, a California corporation (herein designated "Lessee"),

W I T N E S S E T H :

WHEREAS, the Owner Trustee and Lessee have entered into an Equipment Lease dated as of December 1, 1980 (the "Lease");

WHEREAS, the Lease was recorded with the Interstate Commerce Commission pursuant to U.S.C. §11303 on December 31, 1980 and was assigned recordation number 12693A;

WHEREAS, forty six liquid sulfur tank cars were delivered and accepted under the Lease on January 16, 1981 ("1981 Units");

WHEREAS, the parties hereto desire to amend the definition of Basic Rent, as set forth in Schedule A to the Lease, and the Equipment Lease Agreement Dates and Factors, as set forth in Schedule C to the Lease, insofar as each pertains to the 1981 Units;

WHEREAS, the Trustor has authorized and instructed the Owner Trustee to execute this Amendment Agreement as evidenced by its instruction attached hereto as Exhibit A; and

WHEREAS, the Purchaser has authorized and instructed the Loan Trustee to execute this Amendment Agreement as evidenced by its instruction attached hereto as Exhibit B.

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

1. The definition of Basic Rent in Schedule A of the Lease is hereby amended to adjust Basic Rent, as of each Rental Payment Date for each 1981 Unit, to equal to that percentage of Lessor's Cost of such Unit set forth below opposite such Rental Payment Date.

BASIC RENT

<u>Rental Payment Date</u>	<u>Percentage of Lessor's Cost 1981 Units</u>
July 1, 1981	4.6168
Jan. 1, 1982	6.6965
July 1, 1982	5.0103
Jan. 1, 1983	6.3030
July 1, 1983	4.9117
Jan. 1, 1984	6.4016
July 1, 1984	4.7981
Jan. 1, 1985	6.5152
July 1, 1985	4.6672
Jan. 1, 1986	6.6461
July 1, 1986	4.5163
Jan. 1, 1987	6.7970
July 1, 1987	4.3424
Jan. 1, 1988	6.9709
July 1, 1988	4.1420
Jan. 1, 1989	8.4284
July 1, 1989	3.8152
Jan. 1, 1990	10.0122
July 1, 1990	3.3426
Jan. 1, 1991	10.4847
July 1, 1991	2.7981
Jan. 1, 1992	11.0293
July 1, 1992	2.1704
Jan. 1, 1993	11.6570
July 1, 1993	1.6483
Jan. 1, 1994	12.1790
July 1, 1994	1.2268
Jan. 1, 1995	12.6006
July 1, 1995	.7964
Jan. 1, 1996	13.0310

2. The Equipment Lease Agreement Dates and Factors in Schedule C-2 of the Lease are hereby amended and adjusted to equal the dates and factors set forth below:

DATES AND FACTORS

<u>Calendar Month</u>	<u>Lease Factor</u>
February 1981	84.5597
March 1981	86.0330
April 1981	87.5153
May 1981	89.0085
June 1981	90.5140
July 1981	92.0337
August 1981	88.9502
September 1981	90.4978
October 1981	92.0644
November 1981	93.6516
December 1981	95.2568
January 1982	94.3901
February 1982	89.0112
March 1982	90.3353
April 1982	91.6660
May 1982	93.0351
June 1982	94.4408
July 1982	95.8891
August 1982	92.3660
September 1982	93.8666
October 1982	95.4160
November 1982	97.0132
December 1982	98.6288
January 1983	96.6969
February 1983	91.6644
March 1983	92.9406
April 1983	94.2226
May 1983	95.5556
June 1983	96.9364
July 1983	98.3729
August 1983	94.9484
September 1983	96.4490
October 1983	98.0125
November 1983	99.6365
December 1983	101.2799

<u>Calendar Month</u>	<u>Lease Factor</u>
January 1984	98.4465
February 1984	93.2653
March 1984	94.6725
April 1984	95.8687
May 1984	97.1161
June 1984	98.4113
July 1984	99.7619
August 1984	96.3648
September 1984	97.7779
October 1984	99.2533
November 1984	100.7884
December 1984	102.3412
January 1985	99.4454
February 1985	94.0628
March 1985	95.1996
April 1985	96.3404
May 1985	97.5414
June 1985	98.7979
July 1985	100.1192
August 1985	96.8320
September 1985	98.2239
October 1985	99.6878
November 1985	101.2203
December 1985	102.7709
January 1986	99.2241
February 1986	93.6532
March 1986	94.9136
April 1986	95.9614
May 1986	97.0661
June 1986	98.2231
July 1986	99.4413
August 1986	96.1981
September 1986	97.4816
October 1986	98.8327
November 1986	100.2479
December 1986	101.6790
January 1987	98.3176
February 1987	92.5016
March 1987	93.4852
April 1987	94.4715
May 1987	95.5201
June 1987	96.6260
July 1987	97.7987

<u>Calendar Month</u>	<u>Lease Factor</u>
August 1987	94.6892
September 1987	95.9321
October 1987	97.2485
November 1987	98.6344
December 1987	100.0362
January 1988	96.2688
February 1988	90.2163
March 1988	91.3184
April 1988	92.2066
May 1988	93.1507
June 1988	94.1460
July 1988	95.2010
August 1988	92.1675
September 1988	93.2842
October 1988	94.4664
November 1988	95.7104
December 1988	96.9675
January 1989	93.6623
February 1989	86.0544
March 1989	86.8766
April 1989	87.7003
May 1989	88.5742
June 1989	89.4940
July 1989	90.4761
August 1989	87.6989
September 1989	88.7445
October 1989	89.8583
November 1989	91.0361
December 1989	92.2267
January 1990	88.9550
February 1990	79.6854
March 1990	80.4297
April 1990	81.1755
May 1990	81.9665
June 1990	82.7989
July 1990	83.6939
August 1990	81.3027
September 1990	82.2616
October 1990	83.2891
November 1990	84.3808
December 1990	85.4851
January 1991	82.2783
February 1991	72.4470

<u>Calendar Month</u>	<u>Lease Factor</u>
March 1991	73.1021
April 1991	73.7586
May 1991	74.4630
June 1991	75.2110
July 1991	76.0200
August 1991	74.0860
September 1991	74.9575
October 1991	75.8957
November 1991	76.8966
December 1991	77.9099
January 1992	74.7525
February 1992	64.2781
March 1992	64.8346
April 1992	65.3927
May 1992	66.0050
June 1992	66.6669
July 1992	67.3865
August 1992	65.9884
September 1992	66.7683
October 1992	67.6117
November 1992	68.5147
December 1992	69.4303
January 1993	66.5342
February 1993	55.3430
March 1993	55.8104
April 1993	56.2795
May 1993	56.7978
June 1993	57.3612
July 1993	57.9772
August 1993	56.9929
September 1993	57.6641
October 1993	58.3930
November 1993	59.1764
December 1993	59.9715
January 1994	57.4912
February 1994	45.6822
March 1994	46.0536
April 1994	46.4263
May 1994	46.8414
June 1994	47.2952
July 1994	47.7941
August 1994	47.1076
September 1994	47.6540

<u>Calendar Month</u>	<u>Lease Factor</u>
October 1994	48.2499
November 1994	48.8925
December 1994	49.5450
January 1995	47.5533
February 1995	35.2221
March 1995	35.4927
April 1995	35.7643
May 1995	36.0700
June 1995	36.4070
July 1995	36.7804
August 1995	36.3908
September 1995	36.8025
October 1995	37.2542
November 1995	37.7434
December 1995	38.2406
January 1996	36.7773
February 1996	23.9262
March 1996	24.1080
April 1996	24.2916
May 1996	24.5018
June 1996	24.7366
July 1996	25.2581

3. This Amendment Agreement will be promptly recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act, 49 U.S.C. § 11303.

4. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of California; provided however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto 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 as of the day and year above written.

FIRST SECURITY STATE BANK,
not in its individual capacity,
but solely as Owner Trustee

By: 
Title: Trust Officer

[Corporate Seal]

Attest: 

FIRST SECURITY BANK OF UTAH, N.A.,
Loan Trustee

By: 
Title: CORPORATE TRUST COUNSEL

[Corporate Seal]

Attest: 

OCCIDENTAL BARGING CORPORATION,
Lessee

By: _____
Title

[Corporate Seal]

Attest: _____

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

On this 6th day of March, 1981 before me personally appeared FUCHIA B. EICHERS, to me personally known, who being by me duly sworn, says that he is a Trust Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the seal of said Utah banking corporation, that said instrument was signed and sealed on behalf of said Utah banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Utah banking corporation, not in its individual capacity but solely as Owner Trustee.

Randy R. Marbant
Notary Public

My Commission expires 2-8-82

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

On this 6th day of March, 1981 before me personally appeared MARY PAXMAN MCGEE, to me personally known, who being by me duly sworn, says that he is a Corporate Trust Counsel of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association, both in its individual capacity and as Loan Trustee.

Randy R. Marbant
Notary Public

My Commission expires 2-8-82

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 30th day of April before me personally appeared R. B. Casriel, to me personally known, who being by me duly sworn, says that he is a Vice Pres. of Occidental Barging Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helene E. Borchardt
Notary Public

My Commission expires March 22, 1983

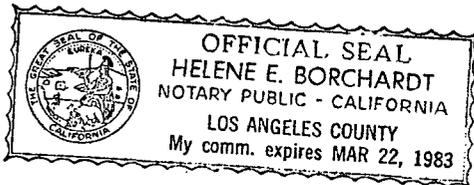


EXHIBIT A

INSTRUCTION OF TRUSTOR TO OWNER-TRUSTEE

First Security State Bank
79 South Main Street
Salt Lake City, Utah 84111

Attention of Corporate Trust Department

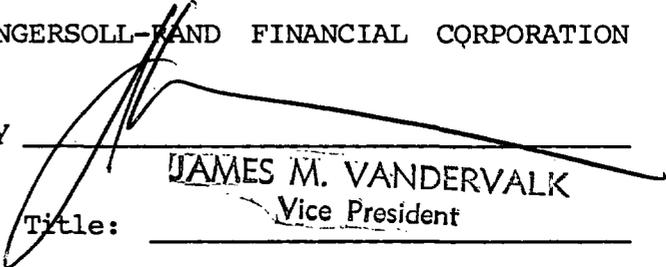
Dear Sirs:

Reference is made to a Trust Agreement dated as of December 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of January 27, 1981, amending the Indenture, the Lease and the Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

~~INGERSOLL-RAND~~ FINANCIAL CORPORATION

by



JAMES M. VANDERVALK
Vice President

Title: _____

Date: March 2, 1981

[Corporate Seal]

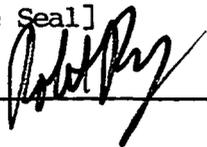
Attest: 

EXHIBIT B

INSTRUCTION OF PURCHASER TO LOAN TRUSTEE

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Participation Agreement dated as of December 1, 1980, between the undersigned, certain other parties and you, as Loan Trustee (the "Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of January 27, 1981, amending the Indenture, the Lease and the Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

STATE OF WISCONSIN INVESTMENT BOARD

by Kenneth E. Collins

KENNETH E. COLLIN, EXECUTIVE DIRECTOR
STATE OF WISCONSIN INVESTMENT BOARD

Title: _____

Date: 3/2/81