

ORIGINAL

RECORDATION NO. 13064-D Filed 1425

AUG 10 1981 10:18 AM

INTERSTATE COMMERCE COMMISSION

OXYCHEM PROPERTIES CORPORATION
10889 Wilshire Boulevard
Los Angeles, California 90024
August 10, 1981

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

Dear Mr. Secretary:

221 C40
AUG 10 1981
FEE OPERATION BR.
I.C.C.
Washington, D. C.

AUG 10 10 12 AM '81

RECEIVED

Accompanying this letter and presented to you for recordation pursuant to the Interstate Commerce Act, 11 U.S.C. Sec. 11303, is the following amendment agreement, prepared and executed with respect to that certain Trust Indenture and Security Agreement and Equipment Lease Agreement currently recorded with the Commission and assigned recordation numbers 13064 and 13064A respectively

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

Owner:
Republic National Leasing Corporation
300 North Ervay
Dallas, Texas 75201

Loan Trustee:
Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21200

Lessee:
Oxychem Properties Corporation
10889 Wilshire Boulevard, Suite 1500
Los Angeles, California 90024

This Amendment Agreement releases the following tank cars from the protection of the filings previously made:

OCCX	6001	OCCX	6018	OCCX	6050
OCCX	6051	OCCX	6054	OCCX	6056
OCCX	6057	OCCX	6060	OCCX	6061
OCCX	6062	OCCX	6066	OCCX	6067
OCCX	6069	OCCX	6071	OCCX	6074
OCCX	6076				

Countersparts - Carlyle C. Rife

Secretary of the Interstate
Commerce Commission
Page Two

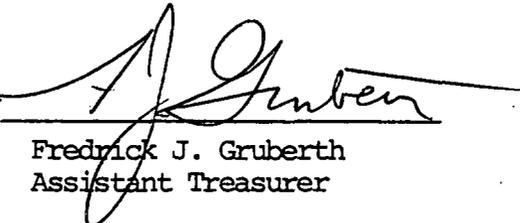
Would you please record this Agreement and return the
original copy to:

Thelen, Marrin, Johnson & Bridges
Two Embarcadero Center
San Francisco, California 94111
Attention: David P. Graybeal, Esq.

Very truly yours,

OXYCHEM PROPERTIES CORPORATION

By


Fredrick J. Gruberth
Assistant Treasurer

FJG/sab

August 10, 1981

Interstate Commerce Commission
Washington, D.C. 20423

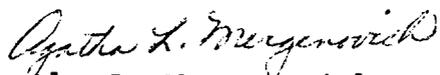
OFFICE OF THE SECRETARY

Thelen, Martin, Johnson & Bridges
TWO Embarcadero Center
San Francisco, California 94111
Attention: David P. Graybeal, ESQ

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-10-81 at 10:18 AM, and assigned re-
recording number(s). 13064-D

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

COUNTERPART

RECORDATION NO. 13064-D
FEB 14 1981

AUG 10 1981 10:18 AM

INTERSTATE COMMERCE COMMISSION

TMJB Ref 7945/2:3888

AMENDMENT AGREEMENT

Dated July 1, 1981

Between

REPUBLIC NATIONAL LEASING CORPORATION,

Owner,

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

Loan Trustee,

and

OXYCHEM PROPERTIES CORPORATION,

Lessee,

Oxychem Properties Corporation Lease No. F-320L

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

AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT dated as of the 1st day of July, 1981, by and between REPUBLIC NATIONAL LEASING CORPORATION, a Texas corporation (herein designated "Owner") MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as trustee (herein designated "Loan Trustee"), acting as agent for Teacher Retirement System of Texas (herein designated "Purchaser") and OXYCHEM PROPERTIES CORPORATION, a California corporation (herein designated "Lessee").

W I T N E S S E T H :

WHEREAS, Owner and Loan Trustee have entered into a Trust Indenture and Security Agreement, dated as of February 20, 1981 (the "Indenture");

WHEREAS, the Owner and Lessee have entered into an Equipment Lease Agreement dated as of February 20, 1981 (the "Lease");

WHEREAS, the Indenture and Lease were recorded with the Interstate Commerce Commission pursuant to U.S.C. §11303 on April 23, 1981 and were assigned recordation numbers 13064 and 13064A respectively;

WHEREAS, the parties hereto desire to exclude from the Indenture and the Lease certain railroad equipment which has not been delivered and accepted by the Owner Trustee under the Lease nor made subject to the security interest of the Loan Trustee under the Indenture;

WHEREAS, the Owner has authorized and instructed the Loan 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 Indenture and the Lease are hereby amended to exclude from Schedule A to the Indenture and Schedule B to the Lease sixteen 14,500 gallon nominal capacity tank cars, A.A.R. Mechanical Designation 111A100W1, bearing the following reporting marks:

OCCX 6001	OCCX 6018	OCCX 6050
OCCX 6051	OCCX 6054	OCCX 6056
OCCX 6057	OCCX 6060	OCCX 6061
OCCX 6062	OCCX 6066	OCCX 6067
OCCX 6069	OCCX 6071	OCCX 6074
OCCX 6076		

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

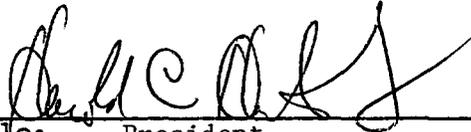
3. Except as amended hereby, the Indenture and the Lease shall remain unaltered and in full force and effect.

4. 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 Texas insofar as such terms, rights and obligations pertain to the Indenture and in accordance with the laws of the State of California insofar as such terms, rights and obligations pertain to the Lease; provided however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

5. This Amendment Agreement may be executed in any number of counterparts, each of which, when so executed shall constitute an original 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.

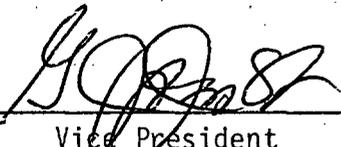
REPUBLIC NATIONAL LEASING CORPORATION,
Owner

By: 
Title: President

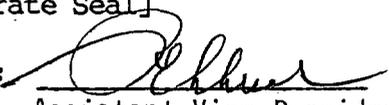
[Corporate Seal]

Attest: Carol A. Luker

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Loan Trustee

By: 
Title: Vice President

[Corporate Seal]

Attest: 
Assistant Vice President

OXYCHEM PROPERTIES CORPORATION,
Lessee

By: _____
Title

[Corporate Seal]

Attest: _____

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Loan Trustee

By: _____
Title:

[Corporate Seal]

Attest: _____

OXYCHEM PROPERTIES CORPORATION,
Lessee

By: *[Signature]*
Title

[Corporate Seal]

Attest: *Thomas J. Schulte*

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On this 1st day of July, 1981 before me personally appeared Harold C. Hunter, Jr to me personally known, who being by me duly sworn, says that he is a President of REPUBLIC NATIONAL LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the 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.

Juonae M. Land
Notary Public

My Commission expires 2-7-85

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of July, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the 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 as the free act and deed of said corporation, both in its individual capacity and as Loan Trustee.

Notary Public

My Commission expires _____

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

On this 30 day of July 1981 before me personally appeared R. B. Casriel, to me personally known, who being by me duly sworn, says that he is a VP-Treasurer of OXYCHEM PROPERTIES 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

HELENE E. BORCHARDT

Notary Public

My Commission expires March 22, 1983



EXHIBIT A

INSTRUCTION OF OWNER TO LOAN-TRUSTEE

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
P.O. Box 2258
Baltimore, Maryland 21203

Attention of Corporate Trust Department

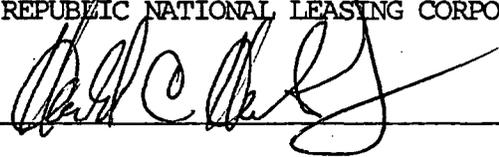
Dear Sirs:

Reference is made to a Sections 6.02 and 9.01 of that Trust Indenture and Security Agreement, dated as of February 20, 1981, between the undersigned and you, as Loan Trustee (the "Indenture"). We instruct you to enter into an Amendment Agreement dated as of July 1, 1981, amending the Indenture and the Lease (as each is defined in the Indenture) in the form to which this instruction is attached.

Very truly yours,

REPUBLIC NATIONAL LEASING CORPORATION

by



Title: President

Date: July 1, 1981

[Corporate Seal]

Attest:

Carol A. Luker

EXHIBIT B

INSTRUCTION OF PURCHASER TO LOAN TRUSTEE

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
P.O. Box 21203
Baltimore, Maryland

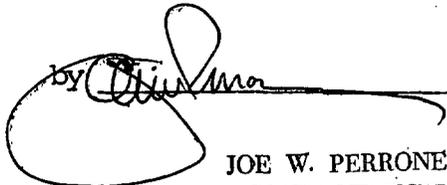
Attention of Corporate Trust Department

Dear Sirs:

Reference is made to Sections 6.02 and 9.01 that Trust Indenture and Security Agreement, dated as of February 20, 1981, between certain other parties and you, as Loan Trustee (the "Indenture"). We instruct you to enter into an Amendment Agreement dated as of July 1, 1981, amending the Indenture and the Lease (as each is defined in the Indenture) in the form to which this instruction is attached.

Very truly yours,

TEACHER RETIREMENT SYSTEM OF TEXAS

by  _____

JOE W. PERRONE
Title: ASSISTANT INVESTMENT OFFICER

Date: 8/5/81