

WILMER, CUTLER & PICKERING

1666 K STREET, N. W.

WASHINGTON, D. C. 20006

14838

RECORDATION NO. Filed 1425

5-319A101

No.

INTERNATIONAL TELEX: 440 239 WCP

NOV 15 1985 -4 15 PM

EUROPEAN OFFICE

ALLEN H. HARRISON, JR.

Date NOV 15 1985

TELEX: 89-2402 WICRNG WSH

100 MARK LANE

DIRECT LINE (202)

Fee \$ 10.00

TELEPHONE 202 872-6000

LONDON, SW1P 2JQ ENGLAND

INTERSTATE COMMERCE COMMISSION

TELEX: 89-2402 WCP LNDN

ICC Washington, D.C.

November 15, 1985

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NOV 15 1985 -4 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

On behalf of ITT Industrial Credit Company I submit for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder, one executed counterpart and one certified true copy of a primary document not previously recorded entitled "Locomotive Lease," dated April 15, 1985 and one executed counterpart and one certified true copy of a related secondary document not previously recorded entitled "Assignment of Lease Full Recourse" dated April 15, 1985.

New Member

The parties to the Locomotive Lease are:

Inman Service Co., Inc. - Lessor  
115 North Main  
Baytown, Texas 77520

B. F. Goodrich Chemical - Lessee  
2400 Miller Cut Off Road  
LaPorte, Texas 77571

NOV 15 4 11 PM '85  
MOTOR OPERATING UNIT  
100 OFFICE OF  
THE SECRETARY

-A

The parties to the Assignment of Lease Full Recourse are:

Inman Service Company Inc. - Assignor  
115 North Main  
Baytown, Texas 77520

ITT Industrial Credit Company - Assignee  
8251 Maryland Avenue  
Clayton, Missouri 63105

The said documents relate to a loan not to exceed \$430,000.32, and the instant documents cover the lease of, and the granting of a security interest by assignment in one EMD locomotive, Road #182, Model SW-9, Serial Number 4098-29.

*Allen H. Harrison*

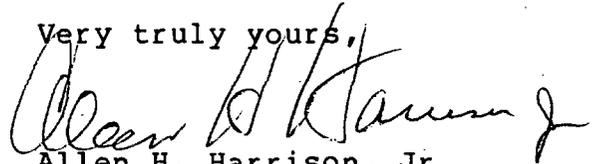
A short summary of the documents to appear in the Index is as follows:

"Lease and assignment of 1 EMD Locomotive, Road #182, Model SW-9, Serial No. 4098-29."

Enclosed is our firm's check in the amount of \$10 in payment of the filing fee.

Once the filings have been made, please return to bearer the stamped counterparts of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.  
Attorney for ITT Industrial  
Credit Company for the  
purpose of this filing

Honorable James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures  
AHH/iw

BY HAND



Inman Service Company Inc.

RECORDATION NO. 14838 Filed 1425

Diesel-Electric NOV 15 1985 -4 15 PM INTERSTATE COMMERCE COMMISSION  
**LOCOMOTIVES**  
LOCOMOTIVE LEASE

Lease No. #182

April 15, 1985  
Date

LESSOR: INMAN SERVICE CO., INC.  
115 North Main  
Baytown, Texas 77520  
(713) 427-6677

LESSEE: B.F. GOODRICH Chemical  
2400 Miller Cut Off Rd.  
LaPorte, Tx 77571  
(713) 476-8016

LOCOMOTIVE DESCRIPTION: SW-9 1200 HP EMD Locomotive

SERIAL NUMBER:

LEASED EQUIPMENT LOCATION: Miller Cut Off Road

TERM OF LEASE: One (1) YEAR *Nr*

RENTAL CHARGES: \$ 2,000.00 per month each. *Nr*  
Invoice will be due upon receipt.

1. LEASE. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the above described Locomotive(s) (all locomotives are herein-after referred to as "Leased Equipment"), pursuant to the terms contained herein for the consideration set out above. All payments to Lessor shall be made at the above address.

2. OPERATORS. Lessee shall supply its own operators for the Leased Equipment and Lessee agrees all operators using such Leased Equipment shall be competent and qualified.

3. DELIVERY AND ACCEPTANCE. All Leased Equipment shall be delivered to the Leased Equipment Location as set out above. Such Leased Equipment shall not be removed from such location except with written consent from Lessor. By accepting delivery of the Leased Equipment, Lessee acknowledges that said Leased Equipment is in good condition.

4. LESSOR'S MAINTENANCE DUTIES. Lessor agrees to provide maintenance service and keep the Leased Equipment in good working condition. Additionally, Lessor shall provide a Monthly or Bi-Monthly Maintenance Inspection at periods deemed most appropriate by Lessor and Lessee.

5. LESSEE'S DUTIES OF CARE AND MAINTENANCE. Lessee shall be obligated to exercise a reasonable degree of care in its use of the Leased Equipment and to perform the daily fluid levels and maintenance checklist pursuant

to the guidelines that may be established from time-to-time by Lessor. Lessee shall not allow the vehicle to be used in an unlawful manner, nor in any manner that would result in or cause the suspension or cancellation of insurance coverage on the Leased Equipment.

6. LESSOR'S INSURANCE COVERAGE. Lessor agrees to provide the insurance coverages shown in Exhibit "A" attached hereto and incorporated herein.

7. LESSEE'S INSURANCE COVERAGE. Lessee agrees to provide the insurance coverages shown in Exhibit "A" attached hereto and incorporated herein.

8. LESSEE'S INDEMNITY. The Lessee further agrees, as part consideration of this lease, to forever indemnify except in case of Lessors negligence, and save harmless Lessor, and its successors and assigns, from and against any and all loss, damage, injury, death, claims, demands and liability of every nature arising directly or indirectly in connection with the use of handling of said Locomotive by the Lessee and its employees.

9. LESSOR'S INDEMNITY. The Lessor further agrees, as part consideration of this Lease, to forever indemnify and save harmless Lessee, and its successors and assigns, from and against any and all loss, damage, injury, death, claims, demands and liability in connection with employees and agents of Lessor in their activities in the plant where the equipment is kept. Lessor further indemnifies and holds Lessee harmless from and against and all loss in the event any of the Leased Equipment which may not be wholly owned is repossessed or foreclosed upon.

10. INSPECTION. Lessor shall have the right to inspect said Locomotive(s) at any time on reasonable notice to Lessee.

11. FUELS AND OTHER FLUIDS. This lease carries no obligation on the part of Lessor to furnish fuel, water, oil, anti-freeze and/or coolant, filters or other things required for the operation of said Locomotive, or any of it, by Lessee.

12. ACCIDENTS AND DAMAGE. The Lessee shall notify the Lessor of each accident or other occurrence which causes damage to each vehicle within (72) hours thereafter, give all information and cooperation which the Lessor may reasonable request in connection relating to any vehicle or the use, operation, or possession thereof, and aid in the investigation and defense of all such claims and in the assertion by the Lessor of any claims for its own account arising out of each accident or occurrence.

13. TITLE TO LEASED EQUIPMENT. Title to all Leased Equipment shall be and remain in the Lessor and the Lessee shall acquire no right, title or interest except the leasehold interest created herein. Lessee agrees to execute a UCC-1 Financing Statement evidencing this Lease Agreement.

14. RISK OF LOSS. Lessee shall bear all risk of loss, damage, theft and destruction. At the end of the lease term, possession of the Leased Equipment shall be returned to Lessor at the Leased location in good condition; any repairs necessitated by damage(s) caused by Lessee; and/or peculiar chemical reaction causing contamination/deterioration (necessitating replacement of parts/components and resultant repairs in order to restore locomotive unit to compliance with AAR and FRA Regulations will be so invoiced.

15. TAXES. Lessor shall be responsible for all personal property taxes that may accrue in connection with the Leased Equipment. Any other taxes

license charges or regulation fees levied against the Leased Equipment or its use, except taxes based on Lessor's Net Income, shall be paid by Lessee.

16. POSSESSION AFTER TERM. Any holding over at the end of the term hereof without entering into a new lease shall create a month-to-month lease cancellable by either party on thirty (30) days notice. The new rent during any such holdover period shall continue at Lessor's current short-term Lease/Rental Rate.

17. ALTERATIONS AND REPAIRS. Without the prior written consent of Lessor, the Lessee shall not make any alterations, additions or improvements to the Leased Equipment. All approved additions and improvements shall belong to and become the property of Lessor on termination of this lease. Lessee, except for the daily maintenance and fuel checks set out above, shall not allow the Leased Equipment to be serviced, maintained or repaired by any company other than Lessor.

18. BREAKDOWN. The Lessee has selected the Leased Equipment for its own operation. The Lessor shall not be responsible for any loss of time or any other loss resulting from any breakdown or other failure of the Leased Equipment within a reasonable time of being notified of the breakdown. Lessee shall be entitled to a prorated abatement of rent for any downtime as a result of breakdown. Such abatement shall commence when Lessee notifies Lessor of the breakdown. Lessor will use Lessor's best efforts to supply an alternative Locomotive for use in the event the breakdown cannot be promptly repaired. The abatement of rentals shall cease upon arrival of alternate Locomotive at Lessee's plant.

19. NO WARRANTY. THE LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

20. TERMINATION UPON DEFAULT. This Lease may be terminated by the Lessor prior to the expiration date set forth herein on ten (10) days' written notice delivered or mailed to the Lessee at its address as set forth above in the event that the Lessee:

- (a) Fails to pay the rental charges within the time specified herein;
- (b) Makes any breach or default under this Agreement.
- (c) Discontinues operation, abandons, or permits Leased Equipment to be subjected to unreasonable hazards or risks.

Such termination of the Lease by the Lessor or the taking or recovery of the Leased Equipment shall not deprive the Lessor of any of its rights, remedies, or actions against the Lessee for rents or damages or affect the Lessee's obligation to make payments provided hereunder. On termination of this Lease for whatever reason, the Lessee agrees that the Lessor may immediately take possession of the Leased Equipment covered hereby and remove it from the Lessee's premises without the necessity of resorting to any legal process, or, at the Lessor's option.

21. USE OF MAINTENANCE FACILITIES. Lessee hereby consents to Lessor's use of Lessee's Locomotive maintenance facilities and fluid containers for

Lessor's performance of its maintenance duties. Lessor and its employees shall during its use, keep all of Lessee's maintenance facilities free of debris and fluids.

22. Lessee hereby agrees and consents to use the said Locomotive No. \_\_\_\_\_ on its plant facilities and will not operate, sublease or permit the usage of said Locomotive outside the B.F. GOODRICH premises, without the expressed written consent of authorized personnel in ISC management.

23. RADIO INSTALLATION. Lessor hereby consents to the installation of two way radios on the Leased Equipment and such radios shall remain Lessee's property and shall be returned to Lessee upon termination of this Lease. Lessee shall not damage the Leased Equipment in the installation or removal of the radios.

24. MISCELLANEOUS.

- (a) Time is of the essence in this Agreement.
- (b) 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.
- (c) This Lease constitutes the entire and final Agreement between the parties and may not be amended except by agreement in writing.

LESSOR:

INMAN SERVICE CO., INC.  
Weldon D. Inman

By: \_\_\_\_\_

*Weldon D. Inman*

LESSEE:

By: \_\_\_\_\_

*James J. Schwanitz* 11/16/71

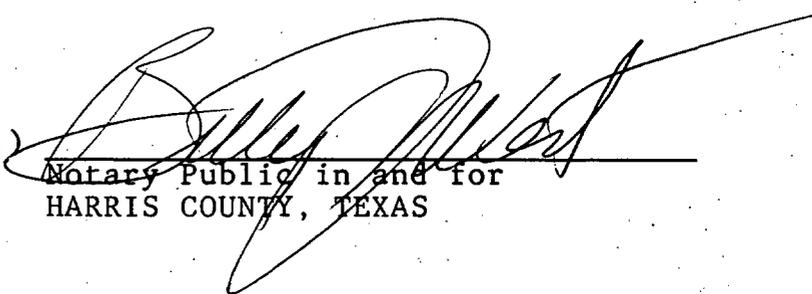
*B.F. Goodrich*

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 Weldon Inman and James J. Schonauts known to me to be the persons whose name 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 15th day of April, A.D. 1985.

(L.S.)

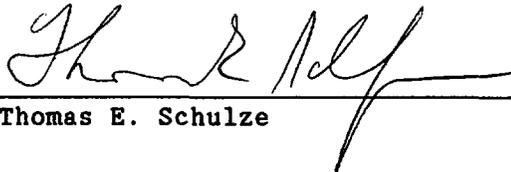
  
Notary Public in and for  
HARRIS COUNTY, TEXAS

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF ST. LOUIS    )

CERTIFICATION OF TRUE COPY

I, Thomas E. Schulze, a member of the Bar of the State of Illinois, do hereby certify that I have compared the attached copy of the document entitled "Locomotive Lease" with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereto affixed his signature this 13th day of November, 1985.

  
\_\_\_\_\_  
Thomas E. Schulze

Subscribed and sworn to before me  
this 13th day of November, 1985.

  
\_\_\_\_\_  
Notary Public

My commission expires:  
10-28-88

Cynthia J. Biggins, Notary Public  
St. Charles County, State of Missouri  
My Commission Expires Oct. 28, 1988