

RECORDATION NO. 13220-C Filed 1425

RECORDATION NO. 13220-D Filed 1425

RECORDATION NO. 13220-E 2-091A038 Filed 1425

APR -1 1982 -11 05 AM
INTERSTATE COMMERCE COMMISSION

APR -1 1982 -11 05 AM

INTERSTATE COMMERCE COMMISSION

APR 1 1982
No. 300.00
Date.....
Fee \$.....

OXYCHEM PROPERTIES CORPORATION
10889 Wilshire Boulevard
Los Angeles, California 90024

RECORDATION NO. 13220-F Filed 1425

RECORDATION NO. 13220-G Filed 1425

RECORDATION NO. 13220-H ICC Washington, D. C. Filed 1425

APR -1 1982 -11 05 AM
INTERSTATE COMMERCE COMMISSION

APR -1 1982 -11 05 AM

APR -1 1982 -11 05 AM

INTERSTATE COMMERCE COMMISSION

Re: Supplements to ICC Filing 13220 -
Assignments of Purchase Agreement

Secretary of the Interstate
Commerce Commission
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. Section 11303, are six Purchase Agreement Assignments, prepared and executed in connection with that certain Trust Indenture and Security Agreement and Equipment Lease Agreement currently recorded with the Commission and assigned recordation numbers 13220 and 13220A respectively. For convenience, the Purchase Agreement Assignments are listed below by date, car manufacturer (who consents but is not a party to the Assignments) and reporting marks of cars involved:

1. Date: June 12, 1981
Manufacturer: North American Car Corporation
Reporting Marks: OCCX 9001-OCCX 9006
(inclusive)
2. Date: June 12, 1981
Manufacturer: Trinity Industries, Inc.
Reporting Marks: HOKX 8328-HOKX 8357
(inclusive) HOKX 8469-HOKX 8485 (inclusive)
3. Date: September 1, 1981
Manufacturer: Richmond Tank Car Company
Reporting Marks: HOKX 8295-HOKX 8327
(inclusive)
4. Date September 15, 1981
Manufacturer: General American Transportation Corporation
Reporting Marks: HOKX 8423-HOKX 8468
(inclusive)

Counterpart - Carly C. Ryff

APR 1 10 53 PM '82

5. Date: September 15, 1981
Manufacturer: ACF Industries, Incorporated
Reporting Marks: HOKX 8358-HOKX 8422
(inclusive)
6. Date: September 1, 1981
Manufacturer: Richmond Tank Car Company
Reporting Marks: OCCX 6001 OCCX 6061
OCCX 6018 OCCX 6062
OCCX 6050 OCCX 6066
OCCX 6051 OCCX 6067
OCCX 6054 OCCX 6069
OCCX 6056 OCCX 6071
OCCX 6057 OCCX 6074
OCCX 6060 OCCX 6076

Five of the Purchase Agreement Assignments (Numbers 1 through 5 above) are by and between the following parties (who have been identified to the Commission as the Lessee and Lessor under that Equipment Lease Agreement previously recorded and assigned number 13220A):

Assignor: Oxychem Properties Corporation
10889 Wilshire Boulevard,
Suite 600
Los Angeles, California 90024 ✓

Assignee: Aubrey G. Lanston & Co., Inc.
Twenty Broad Street
New York, New York 10005 ✓

The sixth Purchase Agreement Assignment (Number 6 above) is by and between the following parties:

Assignor: Hooker Chemicals & Plastics Corp.
10889 Wilshire Boulevard
Los Angeles, California 90024

Assignee: Aubrey G. Lanston & Co., Inc.
Twenty Broad Street
New York, New York 10005 ✓

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

Secretary of the Interstate
Commerce Commission
Page Three

Would you please record the Purchase Agreement
Assignments and return the original copies to:

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

Very truly yours,

OXYCHEM PROPERTIES CORPORATION

By



Title: Treasurer

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

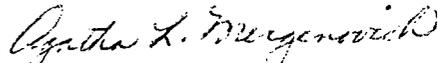
David B. Graybeal, Esq.
Thelen, Marrin, Johnson, & Bridges
Two Embarcadero Center
San Francisco, California 94111

April 1, 1982

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 4/1/82 at 11:05AM, and assigned re-recording number (s) 13220-C, 13220-D, 13220-E, 13220-F, 13220-G, & 13220-H.

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure (s)

RECORDATION NO. 13220-C Filed 1485

COUNTERPART

APR - 1 1982 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

PURCHASE AGREEMENT ASSIGNMENT

dated as of
June 12, 1981

by and between

OXYCHEM PROPERTIES CORPORATION,

Assignor,

and

AUBREY G. LANSTON & CO., INC.,

Assignee

Oxychem Properties Lease No. F-321L

North American Car Corporation

PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT dated as of the 12th day of June, 1981, between OXYCHEM PROPERTIES CORPORATION, a California corporation (the "Assignor"), and AUBREY G. LANSTON & CO., INC., a New York corporation (the "Assignee"),

W I T N E S S E T H:

WHEREAS, the Assignor has entered into the following order contracts (the "Purchase Agreements"), copies of which are attached hereto, for the purchase of the following described railroad equipment:

<u>Date</u>	<u>Seller</u>	<u>No. of Units</u>	<u>Railroad Equipment</u>	<u>Identification Marks</u>
June 26, 1981	North American Car Corporation	6	5,750 cu.ft. 5 p.s.i. covered hopper cars for diatomaceous earth service	OCCX 9001- OCCX 9006

WHEREAS, Assignee, as lessor, and Assignor, as lessee, have entered into that certain Equipment Lease Agreement dated as of April 1, 1981 (the "Lease"), pursuant to the terms and conditions of which Assignor will lease from Assignee those units of said railroad equipment which are made subject to the Lease on or prior to December 31, 1981 (the "Units"); and

WHEREAS, the Assignee wishes to acquire the Units pursuant to the terms and conditions of the Lease, and the Assignor is willing to assign to the Assignee, on the terms and conditions hereinafter set forth, the Assignor's rights and interest under the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units, and the Assignee is willing to accept such assignment;

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 _____.

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

1. The Assignor has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over unto the Assignee all the Assignor's right, title and interest in and to the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units. The Assignee hereby accepts such assignment.

2. It is expressly agreed that, anything herein contained to the contrary notwithstanding, the Assignor shall at all times remain liable to each Seller under and in accordance with the respective Purchase Agreement, and the Assignee shall not have any obligation or liability under the Purchase Agreements by reason of, or arising out of, this Purchase Agreement Assignment or be obligated to perform any of the obligations or duties of the Assignor under the Purchase Agreements or to make any payment other than to pay the purchase price for each Unit in accordance with the terms of the respective Purchase Agreement and the Lease.

3. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Purchase Agreement Assignment and of the rights and powers herein granted.

4. The Assignor does hereby represent and warrant that (i) each Purchase Agreement is in full force and effect and enforceable in accordance with its terms and that the Assignor is not in default thereunder; (ii) the Assignor has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Purchase Agreement Assignment shall remain in effect, the whole or any part of the rights hereby assigned to anyone other than the Assignee; and (iii) the Assignor will not, so long as this Purchase Agreement Assignment shall remain in effect, enter into any agreement with any Seller which would materially amend or modify, or rescind, cancel or terminate, any Purchase Agreement without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

5. The Assignee agrees that it will not enter into any agreement with any Seller which would amend, modify, rescind, cancel or terminate any Purchase Agreement without the prior written consent of the Assignor.

6. So long as no Event of Default under the Lease or event which, with the lapse of time or the giving of notice or both, would be such an Event of Default, shall have occurred and be continuing, the Assignee hereby assigns to the Assignor, for and during the term of the

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

OXYCHEM PROPERTIES CORPORATION

[SEAL]

Attest:

J. V. Stenk

By

A. J. Gubara
Title: Assistant Treasurer

Assignee:

AUBREY G. LANSTON & CO., INC.

[SEAL]

Attest:

By

Title:

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

[SEAL]

OXYCHEM PROPERTIES CORPORATION

Attest:

By _____

Title:

Assignee:

[SEAL]

AUBREY G. LANSTON & CO., INC.

Attest:

Bredig Payne

By

John P. Freeman
Title:

Chairman and Chief Executive Officer

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 8th day of June, 1981 before me personally appeared F. J. Gruberth, to me personally known, who being by me duly sworn, says that he is Assistant Treasurer of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment 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.



Sharon C. Fierro
Notary Public

My Commission expires May 17, 1985

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this _____ day of _____, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment 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.

Notary Public

My Commission expires _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this _____ day of _____, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment 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.

Notary Public

My Commission expires _____

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 10th day of June, 1981 before me personally appeared John P. Freeman, Jr., to me personally known, who being by me duly sworn, says that he is Chairman and Chief Executive Officer of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment 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.

Thelma Ewig

Notary Public

My Commission expires _____

THELMA EWIG
Notary Public, State of New York
No. 31-1145375
~~Qualified in New York County~~
Commission Expires March 30, 1983

CONSENT AND AGREEMENT

The undersigned, NORTH AMERICAN CAR CORPORATION (the "Seller"), hereby acknowledges notice of and consents to all of the terms of the foregoing Purchase Agreement Assignment (the "Assignment", the defined terms therein being hereinafter used with the same meaning as defined therein) and hereby confirms to the Assignee that:

(i) the Assignee shall not be liable for any of the obligations or duties of the Assignor to the Seller under any Purchase Agreement, nor shall the Assignment give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Seller except for the obligation of the Assignee to pay the purchase price for a Unit in accordance with the terms of the respective Purchase Agreement and the Assignment in the event such Unit is made subject to the Lease;

(ii) the Seller hereby represents and warrants that each Purchase Agreement to which the Seller is a party constitutes as of the date thereof and at all times thereafter to and including the date of this Consent and Agreement a binding obligation of the Seller, enforceable, with respect to the Units listed in the Assignment, against the Seller in accordance with its terms; and

(iii) by consenting to the terms of the Agreement, the Seller does not intend to modify its rights and obligations under any Purchase Agreement.

Dated: August 12, 1961

NORTH AMERICAN CAR CORPORATION

[Seal]

By Richard C. Suwood
Title: Vice President

Attest:

Jan M. Silly
Assistant Secretary

STATE OF
COUNTY OF

Illinois)
Cook)

On this 12th day of August, 1981, before me personally appeared Richard C. Underwood, to me personally known, who being by me duly sworn, says that he is a Vice President of North American Car 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.

Lana Brewitt
Notary Public

My Commission expires March 26, 1983.

June 26, 1981

PURCHASE ORDER

OXYCHEM PROPERTIES CORPORATION

Oxychem Properties Corporation agrees to buy and North American Car Corporation agrees to sell the railcars specified below under the terms and conditions stated herein. This purchase order between Oxychem Properties Corporation and North American Car Corporation supersedes all prior offers, tenders, bids, proposals and discussions relating to the acquisition of (6) 5,750 cu. ft. 5 PSI design 100 ton covered hopper cars for diatomaceous earth service. This purchase order constitutes the entire agreement between Oxychem Properties Corporation and North American Car Corporation.

Price and Quantity	-	6 - 5,750 cu ft 5 PSI hopper cars for diatomaceous earth service at \$68,640 per car plus lining and freight to initial loading as designated by Oxychem Properties Corporation.
Road Markings	-	Initials on cars will be OCCX 9001 thru 9006.
General Conditions	-	per Exhibit A
General Conditions Admendment	-	per Exhibit B
Specifications	-	per Exhibit C - Diatomaceous Earth
Interior Linings	-	Vendor price and specifications to be arranged for by Oxychem Properties Corporation.
Delivery	-	6 - Diatomaceous earth 5 PSI hopper cars, June/July 1981. Location of delivery is plant or facility designated by Oxychem Properties Corporation.

OXYCHEM PROPERTIES CORPORATION

By:



Title: VICE PRESIDENT

Date:
1016d

6/29/81

NORTH AMERICAN CAR CORPORATION

By:



Title: VICE PRESIDENT

Date:

8/12/81



NORTH AMERICAN CAR CORPORATION

397 NORTH BELT EAST SUITE 250 • HOUSTON, TEXAS 77060

MARK S. STRZALA
SALESMAN
SOUTHWESTERN REGION
(713) 820-4500

March 9, 1981

Mr. Donald P. Martin
Hooker Chemical Company
P. O. Box 4289
Houston, Texas 77210

Dear Don:

In response to our telephone conversation wherein we discussed your request for rail equipment suitable for the transportation of Diatomaceous Earth, North American Car Corporation is pleased to submit the following proposal:

- I. Quantity and Description of Cars: Eight (8) 5,750 Cu. Ft. 5 psi design 100 ton covered hopper cars. (Unlined).
- II. Sale Price: \$65,000.
- III. Price Escalation: The purchase price per car, as set forth above is based on the December 1980 Index of Railroad Equipment (323.6) as published by the Department of Commerce. The percent change in the Railroad Equipment Index at the time of delivery will be applied to the December base price. The cars will be delivered at the final unit selling price ascertained as provided herein, if such price has been determined at time of shipment. If such price has not been determined at time of shipment, Seller will reserve the right to determine a tentative billing price as realistically as possible on the basis of estimated costs, and the cars will be paid for at such price as shipped. Any difference between the aggregate of tentative billing and final unit selling price of all cars will be paid by Buyer as soon as final price has been determined.

IV. Warranty:

Seller guarantees to build the cars in accordance with the applicable specifications and (except as to items specified by Buyer and not manufactured by Seller or furnished or supplied by Buyer) that the cars will be free from defects in material and workmanship under

normal use and service. Seller's obligation under this warranty shall be limited to making good at its plants any part or parts of any of the cars which shall within one year after delivery of any such car be returned to the Seller with transportation charges prepaid and which the Seller's examination shall disclose to its satisfaction to have been thus defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE SELLER.

V. Delivery: The equipment is scheduled for delivery May/June, 1981 F.O.B. Pascagoula, Mississippi.

Delivery commitments reflect current availability and production capacity and are subject to change without notice.

VI. Revenue Freight Charges: Revenue freight charges for delivery of all cars quoted above from the point of manufacture to Buyer's designated acceptance points shall be for the account of the Buyer.

VII. Taxes: All local, state and federal taxes applicable to the sale of the proposed cars shall be for the account of Buyer.

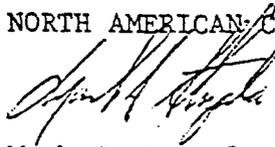
VIII. Payment Terms: Terms of payment are fifteen (15) days from the date of invoice.

Please indicate acceptance of this proposal and its terms and conditions by signing and returning the proposal to my attention. The terms of this proposal will remain in effect until March 31, 1981.

This proposal, in its entirety, shall be subject to the final approval of the senior management and counsel of North American Car Corporation.

Yours very truly,

NORTH AMERICAN CAR CORPORATION


Mark S. Strzala
Account Manager

MSS/hp

Company Representative _____

Title: _____

Company: _____

Date: _____



James O. Wetzel
Southwest Regional Manager

NORTH AMERICAN CAR CORPORATION

397 North Belt East
Suite 300
Houston, Texas U.S.A. 77060
Telephone 713.820.4500
Telex 775610

June 25, 1981

Mr. Larry T. Brawn
Hooker Chemical Company
P.O. Box 4289
Houston, Texas 77210

Dear Larry:

Confirming our telephone conversation of 6/24/81, North American Car is pleased to accept Oxychem Properties Corporation's purchase order for the delivery of six (6) 5750 c/f 5 PSI design 100 ton covered hopper cars.

Referencing my proposal of March 9, 1981, we have agreed to the following as an update to my original proposal:

- I. Quantity of cars will be six (6).
- II. Sale price will be \$68,640.00 for the base price of the car. North American upon determination of actual costs will add to the base price of the car both lining price and revenue freight charges to be presented to Oxychem or its designate under one invoice for appropriate payment.
- III. Delivery is scheduled for July following shipment from Pasagoula, Mississippi, to Oxychem Properties Corporation designated lining facility.

All other items, as agreed, will remain in effect as originally stated.

Per your request, I have included two general arrangement drawings applicable to the design of this equipment. If you may have any additional questions or requests please call me directly. ~~On behalf of North American Car Corporation, I thank you for your consideration and placement of this order with us.~~

Very truly yours,

NORTH AMERICAN CAR CORPORATION

Mark S. Strzala

Mark S. Strzala
Account Manager

MSS:ml

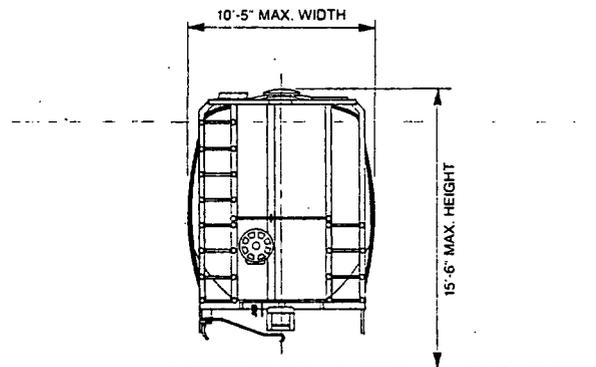
cc: C. Drahos
F. Shea

Enclosures (2)

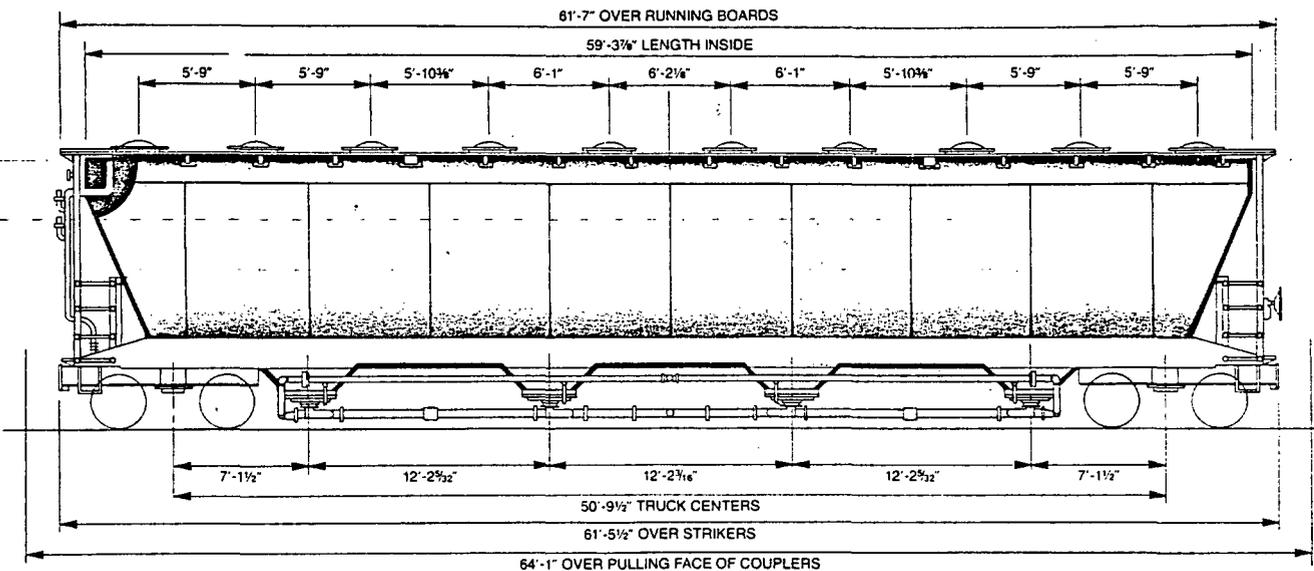
EXHIBIT C

**5750 CUBIC FOOT PRESSURE DIFFERENTIAL
COVERED HOPPER DESIGNED FOR COMMODITIES
WEIGHING BETWEEN 22 AND 34 POUNDS
PER CUBIC FOOT**

- CUBIC CAPACITY** 5750 CU. FT.
- EACH END COMPARTMENT** 1575 CU. FT.
- CENTER COMPARTMENT (2)** 1300 CU. FT.
- ROOF HATCHES** TEN 20" INSIDE DIAMETER
- WORKING PRESSURE** UP TO 5 PSI
- OUTLET** 4" OR 5" QUICK COUPLER (MALE)
- AIR CONNECTION** 3" QUICK COUPLER (MALE)
- DISCHARGE OUTLET** 8⁷/₁₆" (OVER TOP OF RAIL)
- HOPPER SLOPE** 45°
- CENTER OF GRAVITY** 98" (LOADED CAR)
- TRUCKS** 100 TON
- GROSS RAIL LOAD** 263,000 LBS.
- LIGHTWEIGHT** 67,000 LBS.
- PAYLOAD WEIGHT** UP TO 196,000 LBS.
- BEARINGS** ROLLER
- MINIMUM HORIZONTAL CURVE NEGOTIABILITY**
- COUPLED TO AAR BASE CAR** 231 FT.
- COUPLED TO SIMILAR CAR** 234 FT.



CLEARANCE PER PLATE "C"



5PSI COVERED HOPPER

