

REGISTRATION NO. 13220-E Form 142B

COUNTERPART

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INTERSTATE COMMERCE COMMISSION

PURCHASE AGREEMENT ASSIGNMENT

dated as of
September 1, 1981

by and between

OXYCHEM PROPERTIES CORPORATION,

Assignor,

and

AUBREY G. LANSTON & CO., INC.,

Assignee

Oxychem Properties Lease No. F-321L

Richmond Tank Car Company

PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT dated as of the 1st day of September, 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>
May 18, 1981	Richmond Tank Car Company	33	20,000 gal. nominal capacity muriatic acid tank cars, DOT 111A100W5	HOKX 8295- HOKX 8327

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.

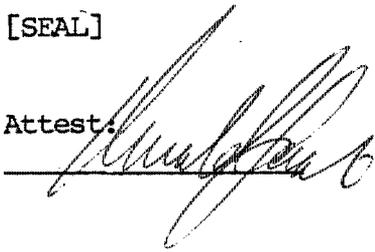
IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

OXYCHEM PROPERTIES CORPORATION

[SEAL]

Attest:



By

R. B. Cassel
Title:

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:

Aubrey Lanston

By *John B Ford*

Title: President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 8th day of September, 1981 before me personally appeared R. B. Casriel, to me personally known, who being by me duly sworn, says that he is Vice President 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.



Betty Jo Baty
Notary Public

My Commission expires _____

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 8th day of September, 1981 before me personally appeared John B. Ford, to me personally known, who being by me duly sworn, says that he is President 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, RICHMOND TANK CAR COMPANY (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 insofar as it relates to the Purchase Agreement between the Seller and the Assignor) 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 each 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 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 Assignment, the Seller does not intend to modify its rights and obligations under any Purchase Agreement.

Dated: Sept 10 1981

RICHMOND TANK CAR COMPANY

[Seal]

Attest:

Kenneth W. Rubin

By

Title:

Jim King
Vice President

STATE OF TEXAS)
COUNTY OF HARRIS)

On this 10th day of SEPTEMBER before me personally appeared JIM HERRING, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of RICHMOND TANK CAR COMPANY, 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.


Notary Public

KAREN D. PICKETT

My Commission expires Notary Public in and for the State of Texas
My Commission expires June 28, 1985

May 18, 1981

PURCHASE ORDER
OXYCHEM PROPERTIES CORPORATION

Oxychem Properties Corporation agrees to buy and Richmond Tank Car Company agrees to sell the railcars specified below under the terms and conditions stated herein. This purchase order between Oxychem Properties Corporation and Richmond Tank Car Company supersedes all prior offers, tenders, bids, proposals and discussions relating to the acquisition of (33) 20,000 gallon nominal capacity DOT 111A100W5 non-coiled and non-insulated tank cars for muriatic acid service and (21) 90 ton DOT 105A500W non-coiled and insulated tank cars for chlorine service. This purchase order constitutes the entire agreement between Oxychem Properties Corporation and Richmond Tank Car Company.

- Price and Quantity - 33 - 20,000 gallon nominal capacity muriatic acid tank cars at \$42,000 each firm to delivery plus cost of lining and freight from Richmond's plant to points designated by Oxychem Properties Corporation.
- 21 - 90 ton chlorine tank cars at \$56,333 each firm to delivery plus freight from Richmond's plant to points designated by Oxychem Properties Corporation.
- General Conditions - per Exhibit A
- Specifications - per Exhibit B - Muriatic Acid
- per Exhibit C - Chlorine
- Interior Linings - Vendor price and specifications to be arranged for by Oxychem Properties Corporation.
- Delivery - 33 Muriatic Acid tank cars
June/July, 1981
- 21 Chlorine tank cars
June 1981
- Location of delivery is plant or facility designated by Oxychem Properties Corporation.

OXYCHEM PROPERTIES CORPORATION

By: *[Signature]*

Title: VICE PRESIDENT

Date: May 19, 1981

RICHMOND TANK CAR COMPANY

By: *[Signature]*

Title: SR VP

Date: 5/20/81

RICHMOND TANK CAR COMPANY

CONDITIONS OF SALE

All proposals and quotations for the original sale of the products of Richmond Tank Car Company (the "Seller") are subject to the following conditions of sale. The conditions of Sale herein contained and any other terms and conditions stated in Seller's proposal, quotation, or specification shall constitute the only agreement between the Seller and the Buyer. Any terms and conditions originating with the Buyer shall not be a part of the agreement between the Buyer and the Seller unless accepted in writing by a Vice-President of the Seller.

WARRANTY.

The Seller warrants to the Buyer that the Tank Cars to be delivered hereunder will be free from defects in material or workmanship, under normal use and service. This warranty shall apply only to defects in material or workmanship appearing within one year from the date of shipment by the Seller or within 25,000 miles (whichever occurs first).

If inspections made by the Seller reveal, in the opinion of the Seller that the Tank Cars covered by the above warranty does not meet the above warranty, the Seller shall thereupon correct such defect, including non-conformance with specifications, either (at its sole option) by repairing such defective parts of the Tank Cars, provided that Buyer notifies Seller in writing promptly after discovery of such defect, and at the expense of Buyer, makes such defective car promptly available at Seller's plant for any repair, or by making available at the Seller's plant necessary repaired or replacement parts. All costs of inspection shall be at the expense of Buyer. The liability of the Seller under this warranty (except as to title), or for any loss or damage to the Buyer whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the Tank Car as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Buyer and exclusive liability of the Seller.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE). NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

This warranty shall not apply and shall be void under the following conditions: (a) if any part of the Tank Cars has been altered without Seller's written authorization, unless Buyer can show that the alterations were not a cause of the defect; (b) if attachments, devices, power sources, oils or greases unsuitable to the Tank Cars have been in use in connection with the Tank Cars, unless the use of such items had been recommended by Seller; and (c) if the Tank Cars are used, handled or serviced contrary to Seller's instructions.

PATENTS

The Seller shall defend any suit or proceedings brought against the Buyer so far as same may be based on a claim that any of the Tank Cars delivered hereunder (unless manufactured by another party designated or approved by the Buyer) or any part thereof, constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Seller's expense) for the defense of same, and the Seller shall pay all damages and costs awarded therein against the Buyer insofar and only insofar as same may be based

EXHIBIT A

in a claim agreed to be defended by the Seller herein. In case said Tank Cars, or any part thereof, is in such suit held to constitute infringement, and the use of said Tank Cars or parts is enjoined, the Seller shall, at its own expense and its option, either procure for the Buyer the right to continue using said Tank Cars or part; or replace same with non-infringing Tank Cars; or modify it so it becomes non-infringing; or remove said Tank Cars and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Seller for patent infringement by said Tank Car or any part thereof.

The preceding paragraph shall not apply to any Tank Cars, or any part thereof, manufactured to Buyer's design or manufactured by another party designated by Buyer. As to such Tank Cars or part, the Buyer assumes all liability whatsoever for patent infringement.

DELIVERY

The sales price is for delivery under the terms, F.O.T. Southern Pacific tracks, Abilene, Texas. Shipping dates are approximate and are based upon prompt receipt of all necessary information and material. The Seller shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to (1) any cause beyond its reasonable control, or (2) acts of God, acts of the Buyer, acts of civil or military authority priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. Tank Cars held for the Buyer shall be at the risk and expenses of the Buyer. Risk of loss shall otherwise pass to the Buyer upon payment or upon delivery, whichever shall occur first.

PAYMENTS

Terms of payment are net cash, thirty days from date of invoice, with no discount. For cars which require interior lining, Seller will invoice Buyer for price of car and interior lining and all applicable freight charges when car is shipped to Buyer. If delivery is delayed for any reason by Buyer, payments shall become due when the Seller is prepared to make delivery. If the work to be performed hereunder is delayed by the Buyer, payments shall be made based on the purchase price and the percentage of completion.

In the event of bankruptcy or insolvency of the Buyer or in the event any proceeding is brought against the Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Seller shall be entitled to cancel any order then and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of the Seller under this paragraph are cumulative and in addition to all rights available the Seller at law or in equity.

The Buyer shall be responsible for any costs incurred by the Seller in the collection of any amount owed in connection with this order.

REJECTIONS

Seller will provide reasonable time for inspection of the Tank Cars at Seller's plant prior to delivery, and Buyer will be deemed to have accepted all Tank Cars upon delivery.

GENERAL

Any assignment of this contract, or any rights hereunder, by the Buyer without written consent of the Seller shall be void. Such consent shall not be unreasonably withheld.

The provisions of this contract are for the benefit of the parties hereto and not for any other person.

No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof, shall be binding upon the Seller unless assented to in writing by a Vice President of the Seller.

At present, there is no sales tax on new cars sold in the state of Texas. Any sales or other tax arising from this sale will be to the account of the Buyer.

Orders are non-cancellable by the Buyer after they are accepted by the Seller. Any such cancellation by the Buyer will be subject to prior written approval by the Seller and will be contingent upon payment to the Seller of reasonable cancellation charges, including all costs, loss of profits, and other damages and expenses suffered or incurred by reason of such cancellation.

ESTIMATE DATA SHEET

[Handwritten signature]

Inquiry No. HCC-0002

Hooker Chemical Company

33

DOT 111A100W5

Commodity Muriatic Acid

Rubber Lining

20,592

Gal.

Est. Lt. Wt. 60,300#

Wt/Gal. 10.04#

None

Lines

Type

Outage @ 2 %

412

Gal.

Max Loading 20,180

Gal.

None

None

GN: Heads 2:1 Ellip. 7/16" A-515, Gr. 70

Shell 7/16" A-515, Gr. 70

108" w/0.222 IN/FT

100

PSI

I.D. Slope to Center Shell

Shell Length 40'-8"

O.A.L. 45'-7"

Dome Cover 20" I.D. C.S. w/9" quick fill

Safety Vent 100 PSI Bolted Type Ru

None - Sump only, complete with Skid Protection

Item 2" Derakane pipe with Blind Flange & rubber pipe guide

Combined with Safety Vent

Vacuum Relief

None

None

Gauging Device

Visual @ Manway 1% & 2%

NAME: Type Welded Stub Sill

Strikers 48'-7"

Truck Centers 37'-7"

Air Brake Truck Mounted w/ABS

Fabricated Steel

Draft Gear AAR K-901E

Handbrake Vertical Handwheel

SE60C-HTE

Yokes

Y40A-HTE

Mudguards

None

Ride Control or

Type 100 Ton Barber S-2-C. 5'-10" Wheelbase. 4 1/4"

Spring Travel

One wear steel, H-36, Class "CR" Bearings 6 1/2" x 12" Roller Type NFL

Porter Coating System w/AAR & DOT Stenciling to be applied

PREPARATION: Suitable for Interior Lining (No 'Blasting)

3/16" Natural Rubber

Dome Platform to be two (2) level safety type

Hooker Chemical Co.

21 DOT 105A500W Commodity LIQUID CHLORINE

340 Gal. Est. Lt. Wt. 83,900# Wt/Gal. Max. Filling Density: 1.24

e Lines Type -- Outage @ -- % -- Gal. Max. Lading -- C

- 2.3# Nominal Density Foam

1" F&D 11 Ga. Shell (All welded construction)

After Forming

IGN: Heads 2:1 Ellip. .790" Min. AAR TC-128-B Shell .790" AAR TC-128-B

500 PSI I.D. 102" Shell Length 37'-9" O.A.L. 42'-5"

Dome Cover Per Chlorine Institute Dwg. #103, Issue #5 Safety Valve/Vent Crosby 1 1/2" JQ-375

et None

stem 2-1 1/4" Sch. 80 C.S.w/1" Angle valves Per Chlorine Inst. Dwg. 104 Issue #5

1" Angle valves per Chlorine Inst. Dwg. #104, Issue #5 Vacuum Relief None

None Gauging Device None

A.M.E.: Type Welded Stub Sill

r Strikers 46'-1 7/8" Truck Centers 35'-1 7/8" Air Brake Truck Mounted w/AS

abricated Steel. Draft Gear AAR-H-901E Handbrake Vertical Handwheel

SE60CHTE Yokes Y40AHE Mudguards None

Ride Control or

Type 100-Ton Barber S-2-C 5'-10" Wheelbase 3 11/16" Spring Travel

ie Wear Steel, H-36, Class "U" Bearings 6 1/2" x 12" Roller Type "WF1"

Porter Coating System with AAR and DOT Stenciling applied

! PREPARATION: Loose Dirt and Millscale removed with bristle shop brush

None

S: Dome Platform to be One (1) Level Safety Type

(*) Eduction Lines to be equipped with excess flow check valves per

Chlorine Institute Dwg. 114, Issue #5