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COUNTERPART

INTERSTATE COMMERCE COMMISSION

PURCHASE AGREEMENT ASSIGNMENT

dated as of
September 1, 1981

by and between

HOOKER CHEMICALS & PLASTICS CORP.

Assignor,

AUBREY G. LANSTON & CO, INC.,

Assignee,

and

OXYCHEM PROPERTIES CORPORATION,

Lessee.

Oxychem Properties Lease No. F-321L

Richmond Tank Car Company

14,500 gallon nominal capacity
tank cars

PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT dated as of September 1, 1981, between HOOKER CHEMICALS & PLASTICS CORP., a New York corporation (the "Assignor"), and AUBREY G. LANSTON & CO., INC., a New York corporation (the "Assignee") and OXYCHEM PROPERTIES CORPORATION, a California corporation ("Lessee"),

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>
January 6, 1981	Richmond Tank Car Company	16	14,500 gal. nominal capacity tank cars DOT 111A100W1	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

WHEREAS, Assignee, as Lessor, and 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 Lessee 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 Lessee, 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 Lessee during the term of the Lease to obtain at the Lessee's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Lessee 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:

HOOKER CHEMICALS & PLASTICS CORP.

[SEAL]

Attest:

By

Title:

Assignee:

AUBREY G. LANSTON & CO., INC.

[SEAL]

Attest:

By

Title:

Lessee:

OXYCHEM PROPERTIES CORPORATION

[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 Lessee during the term of the Lease to obtain at the Lessee's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Lessee 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]

HOOKER CHEMICALS & PLASTICS CORP.

Attest:

By _____
Title:

Assignee:

[SEAL]

AUBREY G. LANSTON & CO., INC.

Attest:

Bruce J. Payne

By *Got B. Ford*
Title: President

Lessee:

[SEAL]

OXYCHEM PROPERTIES CORPORATION

Attest:

By _____
Title:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

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



Betty Jo Baty
Notary Public

My Commission expires _____

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of _____, 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 fre 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 HOOKER CHEMICALS & PLASTICS CORP., 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

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 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 fre act and deed of said corporation.

Thelma Ewig

Notary Public

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

My Commission expires _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 8th day of September 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 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.



Betty Jo Baty
Notary Public

My Commission expires _____

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

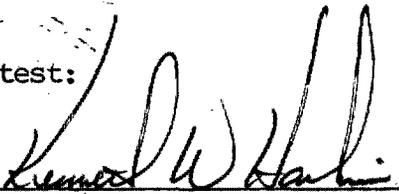
(iii) by consenting to the terms of the Assignment, the Seller does not intend to modify its rights and obligations under any Purchase Agreement.

Dated: December 8, 1981

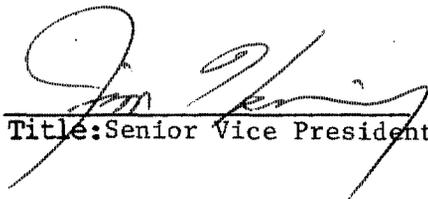
RICHMOND TANK CAR COMPANY

[Seal]

Attest:

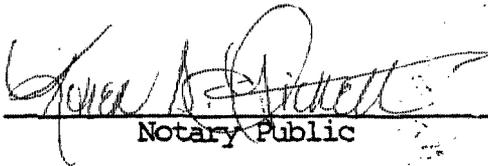

Secretary

By


Title: Senior Vice President-Finance

STATE OF TEXAS)
COUNTY OF HARRIS)

On this 8th day of December before me personally appeared Jim F. Herring, to me personally known, who being by me duly sworn, says that he is a Sr. 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

Notary Public in and for the State of Texas

My Commission expires My Commission expires June 28, 1985



RICHMOND TANK CAR COMPANY

1700 WEST LOOP SOUTH • HOUSTON, TEXAS 77027 • 713-877-8040

NOV 24 1980

November 24, 1980

L.T.B.

Mr. L. T. Brawn
Operations Manager
Transportation Equipment
Hooker Chemical Company
P. O. Box 4289
Houston, TX 77210

Re: (76) 14,500 G. DOT 111A100W1 Non-Coiled and Insulated, Rubber
Lined Tank Cars for Phosphoric Acid Service

Dear Larry:

With respect to the above inquiry, we are pleased to submit the following
updated sales price:

<u>(76) 14,500 G. DOT 111A100W1 Tank Cars</u>	<u>\$54,170.00 Each</u>
Equipped per attached Estimate Data	
Sheet No. 3244-TS (Update)	

The above sales price is subject to material and labor cost escalation
as outlined in Exhibit A. Terms and conditions of sale are included in
Exhibit B.

The sales price quoted above is binding upon Richmond Tank Car Company
for thirty (30) days after the date of this letter.

Based on present scheduling, including materials and available shop space,
delivery of the above tank cars could be in March 1981. If you wish for
Richmond Tank Car to arrange to rubber line the above tank cars, the price
would be an additional \$7,849 per car. In the event this available shop
space is released to other customers before a firm commitment from your
company within the next thirty (30) days, we will so advise.

We are attaching for your information Exhibit D which provides technical
specifications.

RICHMOND TANK CAR COMPANY

DIRECT SALE ESCALATION CLAUSE

Escalation of material and labor will be a combination of Index Code 101 and 107. Escalation will commence with the index numbers published in September 1, 1980.

Escalation will be cut off using the index numbers published the month the cars are shipped.

The "Average Percentage Increase" will be determined by adding one-half the percentage increase of the two index numbers and escalation will be determined by the following formula:

$90\% \times \text{Average Percentage Increase} \times \text{Sales Price} = \text{Amount of Escalation Per Car.}$

RICHMOND LEASING COMPANY

LEASE ESCALATION CLAUSE

If there is an increase in the sales price(s) of the cars under the above escalation policy, the quoted lease rate(s) will be escalated at a monthly rate of \$1.40 per month for each \$100.00 increase in escalation.

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 (unless manufactured by another party designated or approved by Buyer) 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. The Seller shall be the sole judge of defects in material or workmanship.

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 Seller shall not be liable for, and the Buyer agrees to assume, protect, indemnify, and hold the Seller free and harmless for any loss or damage to any party that may arise through the use by the Buyer of any of the Tank Cars.

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. With respect to products used in the Tank Cars but manufactured by manufacturers other than the Seller, any warranty provided Seller shall be passed on to Buyer to the extent allowed under such warranties. Buyer agrees to look only to such other manufacturers for warranties on such products, and Seller agrees to provide reasonable assistance to Buyer in obtaining satisfaction thereunder.

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 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 on 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, Sheldon, 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 expense of the Buyer. Risk of loss shall otherwise pass to the Buyer upon payment or upon delivery, whichever ever 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 only when car is shipped to lining shop and will invoice Buyer for interior lining when car is shipped to Buyer. If delivery is delayed for any reason by the 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 to 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.

LIMITATION OF LIABILITY

The Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, inspection repair, operation or use of any of the Tank Car's covered by or furnished under this contract shall in no case (except as provided in the paragraph entitled "Patents" and then only to the extent set forth in that paragraph), exceed the price allocable to the Tank Cars or unit thereof which gives rise to the claim.

In no event, whether as a result of breach of contract or warranty or alleged negligence, shall the Seller be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the Tank Cars or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

GENERAL

Any assignment of this contract, or any rights hereunder, by the Buyer without written consent of the Seller shall be void.

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

Inquiry No. #HCC-0004

ORDER: Hooker Chemical Corporation

DOT 103 Stenciled 111A60W1 111A100W1, Ins. Commodity Phosphoric Acid

14,500 Gal Est. Lt. Wt. 65,300# Wt/Gal 13.91# Max.

None Lines Type --- Outage @ 2 % 290 Gal Max Loading 14,210

6" Polyurethane Foam 2.3# Density, Including the Body Bolsters

3/16" F & D Heads, 11 Ga. Shell (All Welded Construction)

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

Pressure 100 PSI I.D. slope to center 96" 10 w/0.222 in/ft. Shell Length 35'-11" O.A.L. 38'

INGS: Dome Cover 20" Type 316 Stainless Steel Safety Valve Vent Midland A-426, Ty. 3

Outlet (*) 4" Ball Valve Type 316 S.S. Body, Stem and Ball w/3" S.S. Plug and Chain

on System 3" Sch. 40 316 S.S. Pipe w/3" S.S. Flanged Ball Valve

let 1" Type 316 S.S. w/Flange Vacuum Relief Midland A-217-W Ty. 316

Gauging Device Visual @ Manway Ty. 316

ERFRAME: Type Welded Stub Sill Design

n Over Strikers 45'-1" Truck Centers 34'-1" Air Brake Truck Mounted

Fabricated Steel Draft Gear AAR H-901-E Handbrake Vertical Hand

lers SE60C-HT Yokes Y-40A-HT Mudguards None

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

els One Wear Steel H-36, Class "U" Bearings 6 1/2" x 12" Roller Type "NFI

NT: Epoxy Primer & Coal Tar Epoxy w/AAR and DOT stenciling to be applied

ERIOR PREPARATION: Suitable for Rubber Lining (No Blasting)

NG: 3/16" Natural Rubber

ARKS: Dome Platform to be one (1) Level Safety type

(*Note: Skid protection applied at bottom outlet area.



RICHMOND TANK CAR COMPANY

1700 WEST LOOP SOUTH • HOUSTON, TEXAS 77027 • 713-877-8040

January 6, 1981

Mr. Don Martin
Manager Distribution Planning
Hooker Chemical Company
P. O. Box 4289
Houston, TX 77210

Re: (76) 14,500 G. DOT 111A100W1 Non-Coiled and Insulated, Rubber Lined Tank Cars for Phosphoric Acid Service

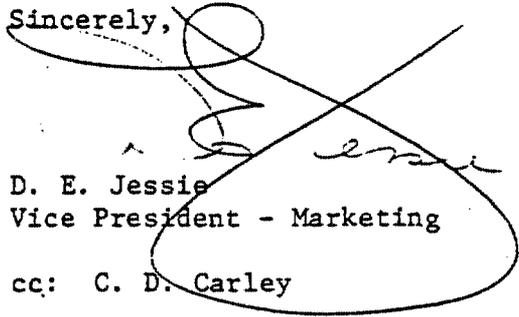
Dear Don:

Thank you for your order for the above cars. As discussed with you, the base price of the car is \$54,170 per car (unlined) F.O.B. Sheldon, Texas. This price is subject to escalation from September 1, 1980, however, the final price of the cars will not exceed \$57,503 per car (unlined) when delivered to Hooker Chemical Company.

It is my understanding that you may wish Richmond Tank Car to make all arrangements to have the (76) cars rubber lined by Trevor Boyce. The price quoted by Trevor Boyce and given to Larry Brawn in our quotation of November 24, 1980, will be \$7,849 per car and this price is subject to escalation. Please advise if you wish us to proceed in this matter.

Your cars will also have a 16" centerplate and all stainless steel multiple housing unit and a two-coat paint system. It is our understanding that Hooker wishes to apply the Porter Paint System which is a more expensive paint system than we had previously discussed. We now have your paint specifications and we will be back with you very soon on this matter.

Sincerely,


D. E. Jessie
Vice President - Marketing

cc: C. D. Carley