

RICHMOND LEASING COMPANY

1700 West Loop South
Suite 1500
Houston, Texas 77027

RECORDATION NO. 8207-N
JUN 22 1984 12 29 PM

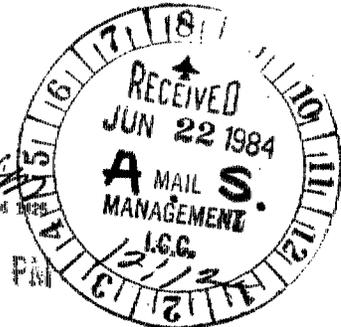
June 5, 1984

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D. C. 20423

Attn: Ms. Mildred Lee (Room 2303)

RECORDATION NO. 8207-N
JUN 22 1984 12 29 PM
INTERSTATE COMMERCE COMMISSION



Gentlemen:

In accordance with the provisions of 49 U.S.C. §11303 and the Rules and Regulations of the Interstate Commerce Commission ("ICC"), there is submitted herewith for filing and recordation certain "secondary documents," being (i) an Agreement and Assignment, and (ii) an Assumption Agreement, relating to railroad cars used or intended for use in connection with interstate commerce. The "primary document" to which these documents pertain is an Equipment Trust Agreement, Series 8, between The First National Bank of Fort Worth, Trustee ("Trustee"), and Richmond Leasing Company ("RLC"), dated as of January 30, 1976, and filed with the ICC at 11:05 A.M. on February 5, 1976 under Recordation No. 8207.

Specifically, enclosed please find the following:

1. Four executed counterparts of an Agreement and Assignment dated as of January 26, 1983 by and between RLC, the Trustee, and The Variable Annuity Life Insurance Company ("VALIC");
2. Four executed counterparts of an Assumption Agreement dated as of January 26, 1983 between RLC, the Trustee and VALIC;
3. A check in the amount of \$20 in payment of the recordation fee.

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027; the address of The First National Bank of Fort Worth is One Burnett Plaza, Fort Worth, Texas 76101; and the address of The Variable Annuity Life Insurance Company is 2727 Allen Parkway, Houston, Texas 77019.

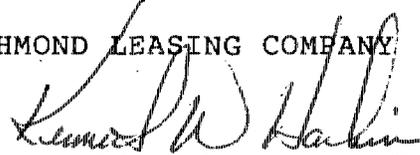
The equipment covered by the enclosed documents is listed on Exhibit A hereto.

You are hereby authorized to deliver one executed copy of the Agreement and Assignment and one executed copy of the Assumption Agreement, with filing data noted thereon, together with any extra copies not needed by the ICC for recordation to the undersigned at the address set forth above.

Yours very truly,

RICHMOND LEASING COMPANY

BY



Kenneth W. Harbin,
President

EXHIBIT "A"

Equipment Trust Agreement, Series 8, between The First National Bank of Fort Worth, Trustee, and Richmond Leasing Company, dated as of January 30, 1976, and filed with the Interstate Commerce Commission at 11:05 A.M. on February 5, 1976 under Recordation No. 8207.

The above referenced agreement relates to the railroad equipment described on page 2 hereof.

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
<u>15</u>	105A300W	33,500	RTMX 4500 thru 4514
31	105A300W	33,500	RTMX 3400 thru 3405; 3407-3408; 3410-3414; 3416; 3418-3419; 3428 3431; 3435-3436; 3438; 3440-3449
16	105A300W	33,500	RTMX 3406; 3409; 3415; 3417; 3421-3426; 3429 3432-3434; 3437; 3439
7	111A100W5	20,800	RTMX 2042 thru 2048
10	105A300W	33,500	RTMX 3450 thru 3459
17	111A100W2	14,500	RTMX 1400 thru 1416
10	111A100W5	20,800	RTMX 2640 thru 2649
17	111A100W5	20,800	RTMX 2650 thru 2666
<u>23</u>	105A400W	33,500	RTMX 3800 thru 3822
<u>146</u>			

Interstate Commerce Commission
Washington, D.C. 20423

6/2/84
6/22/84

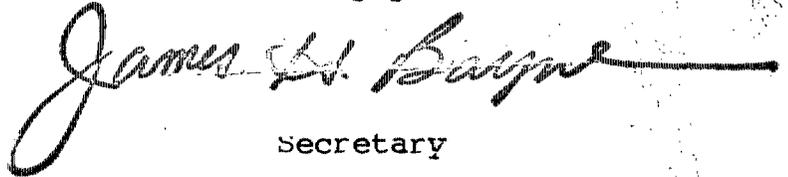
OFFICE OF THE SECRETARY

Kenneth W. Harbin, President
Richardnd Leasing Company
1700 West Loop South, Suite 1500
Houston, Texas 77027

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 6/22/84 at 12:20pm and assigned re-
recording number(s). 8207-M & 8207-N 8462-M & 8462-N

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

JUN 22 1984 12 22 PM

AGREEMENT AND ASSIGNMENT
(Series 8)

INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT, dated as of January 26, 1983, between Richmond Leasing Company ("RLC"), 1700 West Loop South, Suite 1500, Houston, Texas; The First National Bank of Fort Worth, Trustee (the "Trustee"), One Burnett Plaza, Fort Worth, Texas; and ^{The} Variable Annuity Life Insurance Company ("VALIC"), 2727 Allen Parkway, Houston, Texas.

WHEREAS, RLC and the Trustee are parties to an Equipment Trust Agreement, as amended and supplemented to date (the "Equipment Trust Agreement"), described in Exhibit A hereto, pursuant to which there were issued Trust Certificates in the aggregate original principal amount of \$5,000,000.00 (the "Trust Certificates");

WHEREAS, VALIC is the present holder of all outstanding Trust Certificates;

WHEREAS, RLC has caused to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto (the "Trust Equipment") pursuant to the terms of the Equipment Trust Agreement;

WHEREAS, title to the Trust Equipment is vested in and is retained by the Trustee and the Trust Equipment is leased to RLC under the Equipment Trust Agreement;

WHEREAS, pursuant to the Equipment Trust Agreement, and as security for the payment and performance of all of RLC's obligations under the lease of the Trust Equipment to RLC as provided for in the equipment Trust Agreement, RLC has executed and delivered to the Trustee the assignment described in Exhibit B hereto, whereby RLC has assigned, transferred and set over to the Trustee (i) all of RLC's right, title and interest as lessor in, to and under the leases described in Exhibit C hereto, together with all rights, powers, privileges, and other benefits of RLC as lessor under such leases in respect of the Trust Equipment, including but not limited to RLC's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments due or to become payable to or receivable by RLC under or pursuant to the provisions of such leases and, in addition, (ii) all of RLC's right to receive and collect all per diem mileage or other payments due or to become payable to RLC in respect of the Trust Equipment, whether under or pursuant to the provisions of any of such leases or otherwise (all of the property so assigned being hereinafter referred to as the "Assigned Property");

WHEREAS, on January 7, 1983, RLC filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code"), in the

United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and RLC was authorized by the Bankruptcy Court as of that date to operate its business as a debtor in possession;

WHEREAS, on January 13, 1983, the Bankruptcy Court issued an order (the "Order"), among other things: (i) permitting RLC to maintain, receive and collect all cash proceeds generated by the Assigned Property (the "Cash Collateral"); (ii) requiring RLC to deposit on a monthly basis in each semi-annual period, into a segregated account, a sum of money equal to one-sixth of the semi-annual payment of rentals and other payments, if any, due under the Equipment Trust Agreement (iii) requiring RLC, in addition to the deposits required in (ii) above, to deposit up to 100% of the Cash Collateral into the same segregated account until any deficiency (including interest thereon) unpaid from prior semi-annual payments due under the Equipment Trust Agreement and arising after the entry of the Order is accumulated and paid to the Trustee; (iv) instructing RLC to make, execute and deliver to the Trustee an assignment of the Assigned Property to the extent specified in the Order; and (v) authorizing RLC to grant to the Trustee a super-priority lien of the kind permitted by Sections 364(c)(1) and 507(b) of the Bankruptcy Code with respect to any

deficiency in the semi-annual payments of rentals and other payments, if any, required to be made to the Trustee under the Equipment Trust Agreement; and

WHEREAS, the Order has become final and nonappealable;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. RLC hereby assigns, transfers and sets over to the Trustee as security for the repayment of any Cash Collateral utilized by RLC, any and all of RLC's right, title and interest in and to the Assigned Property; provided, however, that until the happening of an Event of Default (as such term is defined in the Equipment Trust Agreement), other than the Event of Default arising by reason of (i) the pending Chapter 11 case of RLC or (ii) Section 6.01(d) of the Equipment Trust Agreement during the time RLC is in Chapter 11, which VALIC and the Trustee, at VALIC's direction, have heretofore waived, or until RLC shall default in the performance of its obligations under this Agreement and Assignment, which default shall continue for more than 10 days after the occurrence thereof, the Trustee shall not collect or receive, except as hereinafter provided, any Cash

Collateral or take any other action in respect thereof. RLC represents and warrants that it has not heretofore made, and agrees that it will not hereafter make, any other assignment of the Assigned Property, except to the Trustee.

2. (a) RLC agrees that it shall deposit in a segregated account monthly, during each calendar quarter, commencing with the month of January 1983, an amount equal to one-sixth of the semi-annual payments of rentals and other payments, if any, due under the Equipment Trust Agreement on or before the end of such semi-annual period. Such segregated account shall be maintained by RLC at Texas Commerce Bank, N.A. pursuant to the Order and shall be for the sole benefit of the Trustee, in its capacity as Trustee, and shall be utilized for the sole benefit of the Equipment Trust Agreement and the payment of indebtedness due thereunder. Concurrently with each deposit, RLC shall send a copy of the record of such deposit to the Trustee and, as long as VALIC is the holder of the Trust Certificates, to VALIC.

(b) RLC further agrees that in the event that any deficiency shall occur in the payment of rentals or other payments, if any, due under the Equipment Trust Agreement, it shall deposit in such account up to 100% of the Cash Collateral until such deficiency shall be satisfied and all

other payments required under Section 2(a) hereof have been made.

3. RLC hereby grants to the Trustee and agrees the Trustee shall have an administrative superpriority claim of the kind permitted by Sections 364(c)(1) and 507(b) of the Bankruptcy Code with respect to any deficiency in the payments of rentals or other payments, if any, due under the Equipment Trust Agreement to the extent that such deficiency is not satisfied by the deposit required by Section 2(b) hereof.

4. As long as there remain any amounts owing by RLC under the Equipment Trust Agreement, RLC shall provide to the Trustee as soon as practical after the end of the semi-annual period, commencing with the semi-annual period ending July 31, 1983, an accounting of all Cash Collateral, showing the receipt and disbursements thereof. As long as VALIC is the holder of the Trust Certificates, a copy of any such accounting shall be sent to VALIC.

5. All notices and other communications to VALIC under or pursuant to this Agreement and Assignment shall be sent to 2727 Allen Parkway, Houston, Texas, Attention: *William Stillman*
~~Joseph L. Phillips.~~

6. RLC covenants and agrees from time to time to do all such acts and execute all such instruments of further

assurance as it shall be reasonably requested by the Trustee or VALIC to do or execute for the purpose of fully carrying out and effectuating this Agreement and Assignment and the intent hereof.

7. This Agreement and Assignment: (i) may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument; (ii) shall be construed (both as to validity and performance) and enforced in accordance with and governed by the laws of the State of Texas applicable to agreements made and to be performed wholly within such jurisdiction; and (iii) shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties 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 effective as of the date first above written.

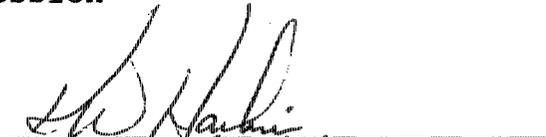
(SEAL)

RICHMOND LEASING COMPANY,
Debtor and Debtor in
Possession

ATTEST:



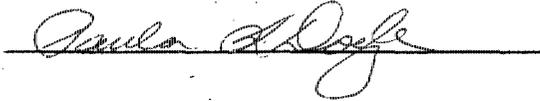
By:


Title: President

(SEAL)

THE FIRST NATIONAL BANK OF
FORT WORTH, Trustee

ATTEST:



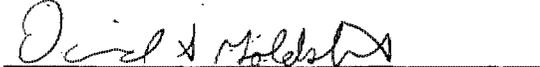
By:


Title: VICE PRESIDENT & TRUST OFFICER

(SEAL)

THE VARIABLE ANNUITY LIFE
INSURANCE COMPANY

ATTEST:



By:


Title: CHAIRMAN

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

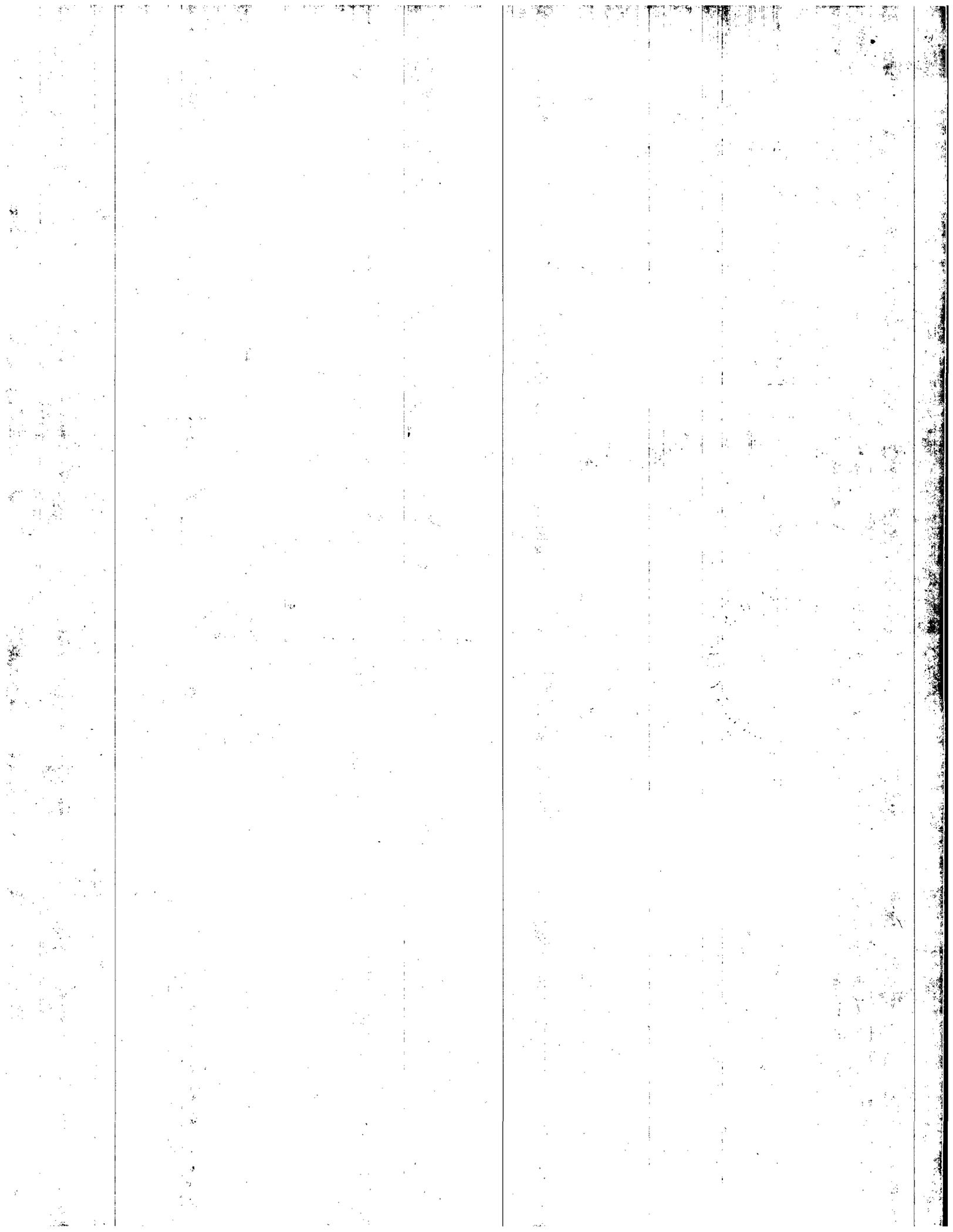
BEFORE ME, the undersigned authority, on this day personally appeared Kenneth W. Harbin, President of Richmond Leasing Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of February, 1984.

Denise Keenan
Notary Public in and for
Harris County, Texas

My commission expires:
5/12/86





THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John A. Hogan, Chairman of The Variable Annuity Life Insurance Company, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of February, 1984.

Joan R. Beath
Notary Public in and for
Harris County, Texas

My commission expires:
7-10-84

EXHIBIT "A"

Equipment Trust Agreement, Series 8, between The First National Bank of Fort Worth, Trustee, and Richmond Leasing Company, dated as of January 30, 1976, and filed with the Interstate Commerce Commission at 11:05 A.M. on February 5, 1976 under Recordation No. 8207.

The above referenced agreement relates to the railroad equipment described on page 2 hereof.

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
15	105A300W	33,500	RTMX 4500 thru 4514
31	105A300W	33,500	RTMX 3400 thru 3405; 3407-3408; 3410-3414; 3416; 3418-3419; 3428 3431; 3435-3436; 3438; 3440-3449
16	105A300W	33,500	RTMX 3406; 3409; 3415; 3417; 3421-3426; 3429 3432-3434; 3437; 3439
7	111A100W5	20,800	RTMX 2042 thru 2048
10	105A300W	33,500	RTMX 3450 thru 3459
17	111A100W2	14,500	RTMX 1400 thru 1416
10	111A100W5	20,800	RTMX 2640 thru 2649
17	111A100W5	20,800	RTMX 2650 thru 2666
<u>23</u>	105A400W	33,500	RTMX 3800 thru 3822

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EXHIBIT "B"

Assignments between The First National Bank of Fort Worth, Trustee, and Richmond Leasing Company, including, but not limited to, an Assignment dated as of January 30, 1976, and filed with the Interstate Commerce Commission under Recordation No. 8207-A and a First Supplemental Assignment dated March 27, 1976 and filed with the Interstate Commerce Commission under Recordation No. 8207-E.

EXHIBIT C

<u>Lessee</u>	<u>Rider Number</u>	<u>Date</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Monthly Rental</u>
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See Attached Listing

Trust Agreement dated January 30, 1976

Trust Equipment as of February 1, 1982

<u>Lessee</u>	<u>Quantity</u>	<u>Class</u>	<u>Capacity in gallons</u>	<u>Initialed and car numbers</u>	<u>Term of leases</u>	<u>Monthly rental</u>
Philipp Bros. (Englehard)	15	DOT105A300W	33,500	RTMX 4500 thru 4514	180 months	\$ 9,600.00
Air Products	31	DOT105A300W	33,500	RTMX 3400 thru 3405; 3407-3408; 3410-3414; 3416; 3418-3419; 3428;3431; 3435-3436; 3438; 3440-3449	72 months	16,275.00
Philipp Bros.	16	DOT105A300W	33,500	RTMX 3406; 3409;3415; 3417; 3421-3426; 3429; 3432-3434; 3437;3439	180 months	10,240.00
Union Texas Petroleum	3	DOT105A300W	33,500	RTMX 3420; 3427;3430	144 months	1,530.00
Velsicol (Northwest Ind.)	7	DOT111A100W5	20,800	RTMX 2042 thru 2048	144 months	3,753.40
Terminal Specialist (Mitsui)	10	DOT105A300W	33,500	RTMX 3450 thru 3459	60 months	5,050.00
Hooker Chemical Company	17	DOT111A100W2	14,500	RTMX 1400 thru 1416	144 months	5,049.00
Continental Oil	10	DOT111A100W5	20,800	RTMX 2640 thru 2649	Month to Month	3,970.00
Pennwalt Corporation	17	DOT111A100W5	20,800	RTMX 2650 thru 2666	144 months	6,579.00
Exxon Chemical	<u>23</u>	DOT105A400W	33,500	RTMX 3800 thru 3822	60 months	12,420.00

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Trust Equipment Withdrawn from Use for Repairs

Other than Running Repairs as of February 1, 1982

Philipp Bros. (Englehard)	3	DOT105A300W	33,500	RTMX 4500; 4502;4508
Philipp Bros.	1	DOT105A300W	33,500	RTMX 3417
Terminal Specialists (Mitsui)	5	DOT105A300W	33,500	RTMX 3450 thru 3452; 3455;3458
Hooker Chemical Company	1	DOT111A100W2	14,500	RTMX 1408
Continental Oil	6	DOT111A100W5	20,800	RTMX 2640 thru 2643; 2645 thru 2647;2649
Pennwalt Corporation	<u>2</u>	DOT111A100W5	20,800	RTMX 2653; 2655

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Trust Equipment Worn Out, Unsuitable for Use,

Lost, or Destroyed as of February 1, 1982

NONE