

RECORDATION NO. 13238-A FILED 1465

Rec. No. 13238-A

1-317A122

NOV 13 1981 - 1 55 PM

13238-B

No. NOV 13 1981

INTERSTATE COMMERCE COMMISSION

Fee \$ 20.00

RICHMOND LEASING COMPANY  
ICC Washington 1700 West Loop South, Suite 1500  
Houston, Texas 77027

November 12, 1981

RECORDATION NO. 13238-B FILED 1465

NOV 13 1 45 PM '81  
RECEIVED

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

NOV 13 1981 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission, there is submitted herewith for filing and recordation a First Supplement to Security Agreement and a Release of Collateral from Security Agreement relating to railroad cars used or intended for use in connection with interstate commerce. The Security Agreement to be amended by each of these documents was filed at 4:10 p.m. on September 17, 1981, under Recordation No. 13238. Please find enclosed the following:

1. Three executed counterparts of the First Supplement to Security Agreement dated as of November 12, 1981, by and between Richmond Leasing Company, Debtor, and The Variable Annuity Life Insurance Company, Secured Party;
2. Three executed counterparts of the Release of Collateral from Security Agreement dated as of November 12, 1981, by and between Richmond Leasing Company, Debtor, and The Variable Annuity Life Insurance Company, Secured Party;
3. A check in the amount of \$20.00 in payment of the recordation fee (\$10.00 for each document).

The equipment added to the Security Agreement by the First Supplement is described on Exhibit "A" hereto and the equipment released from the Security Agreement by the Release is described on Exhibit "B" hereto.

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027, and the address

*Don Stewart*  
*C. P. Kamm*

of The Variable Annuity Life Insurance Company is 2727 Allen Parkway, Houston, Texas 77019.

You are hereby authorized to deliver one executed copy of the First Supplement and one executed copy of the Release, with filing data noted thereon, to the person who is delivering this letter and the foregoing enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By: *Kenneth W. Harbin*  
Kenneth W. Harbin,  
President

EXHIBIT "A"

<u>Quantity and Type</u>	<u>Class</u>	<u>Railcar Numbers</u>
86 tank cars	DOT111A100W1	RTMX 1276 thru 1291, 1482 thru 1511, 1517 thru 1538, 1647 thru 1664
60 tank cars	DOT111A100W3	RTMX 13024 thru 13031, 13042 thru 13049, 13051 thru 13058, 13070, 13072, 13074 thru 13076, 13081 thru 13085, 13087, 13090 thru 13091, 13093 thru 13095, 13105, 13169, 13171 thru 13175, 13178 thru 13179, 13181 thru 13191.

EXHIBIT "B"

<u>Railcar Class</u>	<u>Railcar Numbers</u>	<u>Quantity</u>
4,750 cubic foot covered hopper car	DR10083-10271	189

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

Kenneth W. Harbin  
Richmond 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 11/13/81 at 1:55PM, and assigned re-  
recording number(s) 13238-A, & 13238-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

NOV 13 1981 -1 55 PM

INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENT TO  
SECURITY AGREEMENT AND CHATTEL MORTGAGE

This First Supplement dated as of November 12, 1981, to the Security Agreement and Chattel Mortgage dated September 15, 1981 (hereinafter called the "Security Agreement"), by and between Richmond Leasing Company ("Debtor"), and The Variable Annuity Life Insurance Company ("Secured Party"):

W I T N E S S E T H

WHEREAS, the Security Agreement was filed with the Interstate Commerce Commission on September 17, 1981, under Recordation No. 13238; and

WHEREAS, the parties desire to amend the Security Agreement as provided herein;

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

1. Schedule "A" to the Security Agreement is amended by adding thereto the 146 railroad tank cars described on Annex "A" attached hereto and made a part hereof. Such railroad tank cars are hereinafter referred to as the "Additional Collateral."

2. Section II of the Security Agreement is amended to read as follows:

"The Collateral of this Security Agreement is 271 railroad hopper cars and 146 railroad tank cars described more fully in Schedule "A" which is attached hereto and made a part hereof, and all additions and accessions thereto. So long as no Event of Default (as defined in Section V below) has occurred and is continuing nothing herein shall prohibit Debtor from performing its obligations under existing lease agreements or from executing and performing additional lease agreements covering the Collateral. Debtor represents and warrants that each such existing lease agreement is cancellable by Debtor, without penalty, upon not more than thirty (30) days notice thereof to the lessee under the lease; provided, however, that such representation and warranty shall not apply to the following cars, each of which is currently under a long-term lease: Car Numbers RTMX 1276 through 1291, RTMX 1517 through 1538, RTMX 1647 through 1664, and RTMX 1482 through 1511."

3. Debtor represents, warrants, and agrees that:

(a) This First Supplement to the Security Agreement has been duly authorized, executed and delivered by Debtor and constitutes a

legal, valid and binding instrument enforceable against Debtor in accordance with its terms, subject to applicable bankruptcy laws and other similar laws affecting the enforcement of creditors' rights.

(b) Debtor has obtained all governmental consents, approvals and authorizations necessary for the valid execution and delivery of this First Supplement to the Security Agreement.

(c) The authorization, execution and delivery of this First Supplement to the Security Agreement and the performance by Debtor of the obligations contained herein will not constitute a breach of any other agreement or instrument to which Debtor is a party or by which Debtor is bound.

(d) No Financing Statement, Security Agreement or Chattel Mortgage covering the Additional Collateral or its proceeds, is on file in any public office; except for the security interests granted in the Security Agreement and in this First Supplement to the Security Agreement, there is no lien, security interest or encumbrance in or on the Additional

Collateral; and Debtor is the owner of the Additional Collateral.

(e) As of the date hereof, no Event of Default has occurred which has not been cured or waived.

3. The Security Agreement, as hereby amended, remains in full force and effect mutatis mutandis, and is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

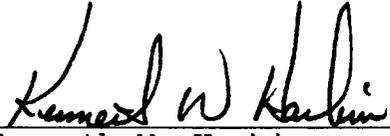
4. Terms used in this First Supplement shall have the respective meanings given them in the Security Agreement.

5. This First Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. This First Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this First Supplement.

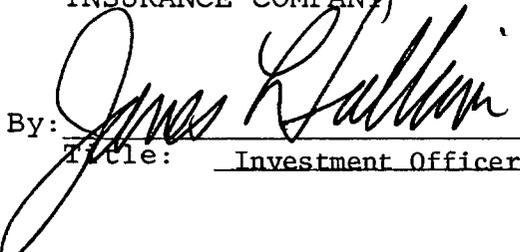
IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective duly authorized

officers and have caused their respective corporate seals to be affixed hereto effective as of the date first written above.

RICHMOND LEASING COMPANY

By:   
Kenneth W. Harbin,  
President

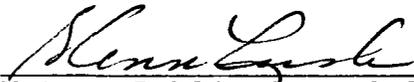
THE VARIABLE ANNUITY LIFE  
INSURANCE COMPANY

By:   
Title: Investment Officer

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

On this 11 day of November, 1981, before me personally appeared Kenneth W. Harbin, to me personally known, who being by me duly sworn, says that he is the President of Richmond Leasing Company, that the seal 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.

[SEAL]

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

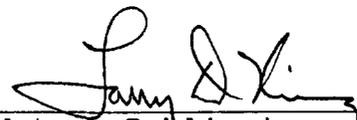
My Commission Expires:

11-30-82

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

On this 11th day of November, 1981, before me personally appeared James L. Sullivan, to me personally known, who being by me duly sworn, says that he is the Investment Officer of The Variable Annuity Life Insurance Company, that the seal 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.

[SEAL]

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires:

1/16/84

ANNEX "A" TO FIRST SUPPLEMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Railcar Numbers</u>
86 tank cars	DOT111A100W1	RTMX 1276 thru 1291, 1482 thru 1511, 1517 thru 1538, 1647 thru 1664
60 tank cars	DOT111A100W3	RTMX 13024 thru 13031, 13042 thru 13049, 13051 thru 13058, # 13070, 13072, 13074 thru 13076, 13081 thru 13085, 13087, 13090 thru 13091, 13093 thru 13095, 13105, 13169, 13171 thru 13175, 13178 thru 13179, 13181 thru 13191