

**BRACEWELL & PATTERSON**

2900 SOUTH TOWER PENNZOIL PLACE  
HOUSTON, TEXAS 77002-2781  
713 223 2900  
CABLE BRACEPAT HOU  
TELEX 76 2141

2000 K STREET N.W.  
WASHINGTON, D. C. 20006-1809  
202 828 5800  
TELEX 89 2573  
22 GROSVENOR SQUARE  
LONDON W1X 0DY  
01 491 4805  
TELEX 23459  
100 CONGRESS AVENUE  
AUSTIN, TEXAS 78701-4042  
512 472 7800

RECORDATION NO. 15216-D FILED 1988  
March 4, 1988

**MAR 22 1988 - 11 05 AM**

**INTERSTATE COMMERCE COMMISSION**

Secretary, Interstate Commerce  
Commission  
Washington, D.C.

8-082A050  
No. ....  
Date **MAR 22 1988** .....  
Fee \$ 13.00 .....  
ICC Washington, D. C.

MAR 22 11 02 AM '88  
FBI

Dear Secretary:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a secondary document and an amendment to a security agreement dated as of February 8, 1988.

The primary document to which this is connected is recorded under Recordation No. 15216, as amended by a secondary document under Recordation No. 15216-A, a secondary document under Recordation No. 15216-B, and a secondary document under Recordation No. 15216-A.

The names and addresses of the parties to the documents are as follows:

Secured Party: The Chase Manhattan Bank (National Association), One Chase Manhattan Plaza, New York, New York 10081;

Borrower: PDG Chemical Inc., 11 Greenway Plaza, Suite 2700, Houston, Texas 77046.

A description of the equipment covered in the document is attached hereto as Schedule 1.

Included in the property covered by the primary document described above as amended by the secondary documents described above are railroad cars, and leases of railroad cars, intended for use related to interstate commerce, or

*Counterpart - Paul M. Riche*

BRACEWELL & PATTERSON

Secretary, Interstate Commerce  
Commission  
March 4, 1988  
Page 2

interests therein, owned or leased by PDG Chemical Inc. at the date of such primary document or thereafter acquired by it or its successors as owners or lessors of the railroad cars covered by such primary document or the leases described in such primary document.

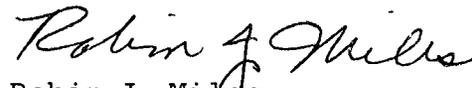
A fee of \$10.00 is enclosed. Please return the original and extra copies not needed by the Commission for recordation to Robin J. Miles.

A short summary of the document to appear in the index follows:

Amendment No. 4 to Security Agreement between PDG Chemical Inc., 11 Greenway Plaza, Suite 2700, Houston, Texas 77046 and The Chase Manhattan Bank (National Association), One Chase Manhattan Plaza, New York, New York 10081 dated as of February 8, 1988 to the Security Agreement dated as of April 30, 1987 with Recordation No. 15216, as amended by Amendment No. 1 dated as of April 30, 1987 with Recordation No. 15216-A, by Amendment No. 2 dated as of June 9, 1987 with Recordation No. 15216-B, and Amendment No. 3 dated as of July 7, 1987, 1987 with the Recordation No. 15241-C, covering 54 railroad tank cars.

Very truly yours,

Bracewell & Patterson

  
Robin J. Miles

RJM/jac  
Enclosures

62RJMS/NN

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

OFFICE OF THE SECRETARY

Robin J. Miles  
Bragewell & Patterson  
2900 South Tower Pennzoil Place  
Houston, TX 77002

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/22/88 at 11:05AM, and assigned recordation number(s). 15216-D & 15241-C

Sincerely yours,

*Narta L. McGee*

Secretary

Enclosure(s)

SCHEDULE 1

Tank Cars Owned by PDG:

<u>Car Number</u>	<u>Size (MG)</u>	<u>Date Built</u>	<u>AAR Designated Number</u>	<u>DOT Car Specification</u>
1. PPGX10503	10	5/63	T103	ICC111A100W1
2. PPGX10800	20	11/70	T105	DOT111A100W1
3. PPGX10801	20	11/70	T105	DOT111A100W1
4. PPGX10802	20	11/70	T105	DOT111A100W1
5. PPGX10803	20	11/70	T105	DOT111A100W1
6. PPGX10804	20	11/70	T105	DOT111A100W1
7. PPGX10805	20	11/70	T105	DOT111A100W1
8. PPGX10806	20	11/70	T105	DOT111A100W1
9. PPGX10807	20	11/70	T105	DOT111A100W1
10. PPGX10808	20	11/70	T105	DOT111A100W1
11. PPGX10809	20	11/70	T105	DOT111A100W1
12. PPGX10810	20	11/70	T105	DOT111A100W1
13. PPGX10811	20	11/70	T105	DOT111A100W1
14. PPGX10812	20	11/70	T105	DOT111A100W1
15. PPGX10813	20	11/70	T105	DOT111A100W1
16. PPGX10814	20	11/70	T105	DOT111A100W1
17. PPGX10815	20	7/71	T105	DOT111A100W1
18. PPGX10816	20	6/71	T105	DOT111A100W1
19. PPGX10817	20	7/71	T105	DOT111A100W1
20. PPGX10818	20	7/71	T105	DOT111A100W1
21. PPGX10819	20	7/71	T105	DOT111A100W1
22. PPGX10820	20	7/71	T105	DOT111A100W1
23. PPGX10821	20	7/71	T105	DOT111A100W1
24. PPGX10822	20	7/71	T105	DOT111A100W1
25. PPGX10823	20	7/71	T105	DOT111A100W1
26. PPGX10824	20	7/71	T105	DOT111A100W1
27. PPGX10825	20	7/71	T105	DOT111A100W1
28. PPGX10826	20	2/72	T105	DOT111A100W1
29. PPGX10827	20	2/72	T105	DOT111A100W1
30. PPGX10828	20	2/72	T105	DOT111A100W1
31. PPGX10829	20	2/72	T105	DOT111A100W1
32. PPGX10830	20	2/72	T105	DOT111A100W1
33. PPGX10831	20	2/72	T105	DOT111A100W1
34. PPGX10832	20	2/72	T105	DOT111A100W1

<u>Car Number</u>	<u>Size (MG)</u>	<u>Date Built</u>	<u>AAR Designated Numbers</u>	<u>DOT Car Specifications</u>	
35.	PPGX10834	20	2/72	T105	DOT111A100W1
36.	PPGX10835	20	2/72	T105	DOT111A100W1
37.	PPGX10836	20	2/72	T105	DOT111A100W1
38.	PPGX10837	20	2/72	T105	DOT111A100W1
39.	PPGX10838	20	2/72	T105	DOT111A100W1
40.	PPGX10839	20	2/72	T105	DOT111A100W1
41.	PPGX10840	20	2/72	T105	DOT111A100W1
42.	PPGX10843	20	2/72	T105	DOT111A100W1
43.	PPGX10844	20	2/72	T105	DOT111A100W1
44.	PPGX10845	20	2/72	T105	DOT111A100W1
45.	PPGX10847	20	2/72	T105	DOT111A100W1
46.	PPGX10848	20	2/72	T105	DOT111A100W1
47.	PPGX10849	20	2/72	T105	DOT111A100W1
48.	PPGX10850	20	2/72	T105	DOT111A100W1
49.	PPGX10851	20	2/72	T105	DOT111A100W1
50.	PPGX10852	20	5/72	T105	DOT111A100W1
51.	PPGX10854	20	5/72	T105	DOT111A100W1
52.	PPGX10855	20	5/72	T105	DOT111A100W1
53.	PPGX10856	20	5/72	T105	DOT111A100W1
54.	PPGX5232	10	4/53	T103	ICC103W
55.	ALAX10503	10	5/63	T103	ICC111A100W1
56.	ALAX10800	20	11/70	T105	DOT111A100W1
57.	ALAX10801	20	11/70	T105	DOT111A100W1
58.	ALAX10802	20	11/70	T105	DOT111A100W1
59.	ALAX10803	20	11/70	T105	DOT111A100W1
60.	ALAX10804	20	11/70	T105	DOT111A100W1
61.	ALAX10805	20	11/70	T105	DOT111A100W1
62.	ALAX10806	20	11/70	T105	DOT111A100W1
63.	ALAX10807	20	11/70	T105	DOT111A100W1
64.	ALAX10808	20	11/70	T105	DOT111A100W1
65.	ALAX10809	20	11/70	T105	DOT111A100W1
66.	ALAX10810	20	11/70	T105	DOT111A100W1
67.	ALAX10811	20	11/70	T105	DOT111A100W1
68.	ALAX10812	20	11/70	T105	DOT111A100W1
69.	ALAX10813	20	11/70	T105	DOT111A100W1
70.	ALAX10814	20	11/70	T105	DOT111A100W1
71.	ALAX10815	20	7/71	T105	DOT111A100W1
72.	ALAX10816	20	6/71	T105	DOT111A100W1
73.	ALAX10817	20	7/71	T105	DOT111A100W1
74.	ALAX10818	20	7/71	T105	DOT111A100W1
75.	ALAX10819	20	7/71	T105	DOT111A100W1
76.	ALAX10820	20	7/71	T105	DOT111A100W1
77.	ALAX10821	20	7/71	T105	DOT111A100W1
78.	ALAX10822	20	7/71	T105	DOT111A100W1
79.	ALAX10823	20	7/71	T105	DOT111A100W1
80.	ALAX10824	20	7/71	T105	DOT111A100W1

<u>Car Number</u>	<u>Size (MG)</u>	<u>Date Built</u>	<u>AAR Designated Numbers</u>	<u>DOT Car Specifications</u>	
81.	ALAX10825	20	7/71	T105	DOT111A100W1
82.	ALAX10826	20	2/72	T105	DOT111A100W1
83.	ALAX10827	20	2/72	T105	DOT111A100W1
84.	ALAX10828	20	2/72	T105	DOT111A100W1
85.	ALAX10829	20	2/72	T105	DOT111A100W1
86.	ALAX10830	20	2/72	T105	DOT111A100W1
87.	ALAX10831	20	2/72	T105	DOT111A100W1
88.	ALAX10832	20	2/72	T105	DOT111A100W1
89.	ALAX10834	20	2/72	T105	DOT111A100W1
90.	ALAX10835	20	2/72	T105	DOT111A100W1
91.	ALAX10836	20	2/72	T105	DOT111A100W1
92.	ALAX10837	20	2/72	T105	DOT111A100W1
93.	ALAX10838	20	2/72	T105	DOT111A100W1
94.	ALAX10839	20	2/72	T105	DOT111A100W1
95.	ALAX10840	20	2/72	T105	DOT111A100W1
96.	ALAX10843	20	2/72	T105	DOT111A100W1
97.	ALAX10844	20	2/72	T105	DOT111A100W1
98.	ALAX10845	20	2/72	T105	DOT111A100W1
99.	ALAX10847	20	2/72	T105	DOT111A100W1
100.	ALAX10848	20	2/72	T105	DOT111A100W1
101.	ALAX10849	20	2/72	T105	DOT111A100W1
102.	ALAX10850	20	2/72	T105	DOT111A100W1
103.	ALAX10851	20	2/72	T105	DOT111A100W1
104.	ALAX10852	20	5/72	T105	DOT111A100W1
105.	ALAX10854	20	5/72	T105	DOT111A100W1
106.	ALAX10855	20	5/72	T105	DOT111A100W1
107.	ALAX10856	20	5/72	T105	DOT111A100W1
108.	ALAX5232	10	4/53	T103	ICC103W

MAR 22 1988 - 11 05 AM

AMENDMENT NO. 4 TO SECURITY AGREEMENT  
INTERSTATE COMMERCE COMMISSION

This Amendment No. 4 dated as of February 8, 1988 ("Amendment No. 4") to the Agreement (as defined below) is between PDG Chemical Inc., a Delaware corporation ("PDG"), and The Chase Manhattan Bank (National Association), as Agent under the Agreement (the "Agent").

RECITALS

A. The parties to this Amendment No. 4 have previously entered into a Security Agreement dated as of April 30, 1987, as amended by Amendment No. 1 dated as of April 30, 1987, Amendment No. 2 dated as of June 9, 1987, and Amendment No. 3 dated as of July 7, 1987 (the "Agreement").

B. The parties to this Amendment No. 4 desire to amend the Agreement as set forth below.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment No. 4 agree as follows:

Section 1. Definitions; References. Unless otherwise defined in this Amendment No. 4, each term used herein which is defined in the Agreement has the meaning assigned to such term in the Agreement.

Section 2. Amendment. The Agreement is hereby amended as follows:

(a) Schedule 1 is amended in its entirety to read as Schedule 1 annexed hereto.

(b) Clause (H) of Section 2 is amended to read as follows:

(H) PDG has heretofore delivered true and correct copies of the Rolling Stock Leases as of this date and will deliver to the Agent within five (5) Business Days of receiving any additional Rolling Stock Lease or any amendment to any Rolling Stock Lease executed by the other party thereto a copy of such other Rolling Stock Lease or amendment.

(c) Clause (I) of Section 4 is amended to read as follows:

(I) PDG shall as soon as practicable after the date hereof and as required by the Agent, at its own cost and expense, cause to be plainly, distinctly, permanently and conspicuously placed, fastened, or painted upon each item of Rolling Stock owned by PDG a legend bearing such words as the Agent may request indicating the Lien over and security interest in such Rolling Stock created hereby in letters not less than one inch in height. PDG shall not permit the Rolling Stock to be operated outside the boundaries of the continental United States, provided that PDG may, in the ordinary course of its business, operate not more than an aggregate at any one time of 100 items of Rolling Stock in Canada and Mexico, provided further that any such Rolling Stock is used only for transporting goods or materials to or from the continental United States and not for storage of goods or materials outside the continental United States.

(d) Clause (A) of Section 5 is amended to read as follows:

(A) The cash proceeds of the Collateral required to be delivered to the Agent pursuant to subsection (B) of this Section 5 or any other provision of this Agreement shall be deposited in the collateral account established with the Agent pursuant to Section 5 of the Company Security Agreement ("the Collateral Account") in the name and under the control of the Agent. Any income received by the Agent with respect to the balance from time to time standing to the credit of the Collateral Account, including any interest or capital gains on Liquid Investments, shall remain, or be deposited, in the Collateral Account. All right, title and interest of PDG in and to the cash amounts on deposit from time to time in the Collateral Account together with any Liquid Investments from time to time made pursuant to subsection (D) of this Section shall vest in the Agent, shall constitute part of the Collateral hereunder and shall not constitute payment of the

Secured Obligations until applied thereto as hereinafter provided.

(e) Clause (B) of Section 5 is amended by deleting the words "or in respect of any Rolling Stock Revenues" and "or Rolling Stock Revenues" each place that they appear, except in the 23rd line thereof.

(f) Clause (C) of Section 5 is amended by substituting "the Company" for "PDG" each time the latter appears therein.

(g) Clause (D) of Section 5 is amended to read in its entirety as follows:

(D) Amounts on deposit in the Collateral Account shall be invested and re-invested from time to time in such Liquid Investments as the Company shall determine in accordance with the Company Security Agreement, which Liquid Investments shall be held in the name and be under the control of the Agent, provided that, if an Event of Default has occurred and is continuing, the Agent shall, if instructed by the Majority Banks, liquidate any such Liquid Investments and apply or cause to be applied the proceeds thereof in the manner specified in Section 9.

(h) Clause (ii) of the first sentence of Section 7(A) is amended to read as follows:

(ii) if there shall be no such monies, Liquid Investments or cash or if such monies, Liquid Investments or cash applied in accordance with Section 9 shall be insufficient to pay all the Secured Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Agent may deem satisfactory.

(i) The introductory clause of Section 9 is amended to read as follows:

Upon the occurrence and during the continuance of an Event of Default, (A) any cash held in the Collateral Account and the proceeds of any sale

of, or other realization upon, all or any part of the Liquid Investments made pursuant to Section 5(D) shall be applied by the Agent in accordance with Section 9(A) of the Company Security Agreement and (B) the proceeds of any sale of, or other realization upon, all or any part of the Collateral other than cash held in the Collateral Account and Liquid Investments made pursuant to Section 5(D) shall be applied by the Agent in the following order of priorities:

(j) Section 14 is amended to substitute "all the Banks" for "Majority Banks" in the second sentence thereof.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and each of the parties hereto may execute this Amendment by signing any such counterpart.

**SECTION 4. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

EXECUTED as of this 8th day of February, 1988.

PDG CHEMICAL INC.

By:   
Name: Gary L. Rosenthal  
Title: Vice President

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION),  
as Agent

By:   
Name: Richard B. Burrows  
Title: V.P.



SCHEDULE 1

Tank Cars Owned by PDG:

<u>Car Number</u>	<u>Size (MG)</u>	<u>Date Built</u>	<u>AAR Designated Number</u>	<u>DOT Car Specification</u>
1. PPGX10503	10	5/63	T103	ICC111A100W1
2. PPGX10800	20	11/70	T105	DOT111A100W1
3. PPGX10801	20	11/70	T105	DOT111A100W1
4. PPGX10802	20	11/70	T105	DOT111A100W1
5. PPGX10803	20	11/70	T105	DOT111A100W1
6. PPGX10804	20	11/70	T105	DOT111A100W1
7. PPGX10805	20	11/70	T105	DOT111A100W1
8. PPGX10806	20	11/70	T105	DOT111A100W1
9. PPGX10807	20	11/70	T105	DOT111A100W1
10. PPGX10808	20	11/70	T105	DOT111A100W1
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12. PPGX10810	20	11/70	T105	DOT111A100W1
13. PPGX10811	20	11/70	T105	DOT111A100W1
14. PPGX10812	20	11/70	T105	DOT111A100W1
15. PPGX10813	20	11/70	T105	DOT111A100W1
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19. PPGX10817	20	7/71	T105	DOT111A100W1
20. PPGX10818	20	7/71	T105	DOT111A100W1
21. PPGX10819	20	7/71	T105	DOT111A100W1
22. PPGX10820	20	7/71	T105	DOT111A100W1
23. PPGX10821	20	7/71	T105	DOT111A100W1
24. PPGX10822	20	7/71	T105	DOT111A100W1
25. PPGX10823	20	7/71	T105	DOT111A100W1
26. PPGX10824	20	7/71	T105	DOT111A100W1
27. PPGX10825	20	7/71	T105	DOT111A100W1
28. PPGX10826	20	2/72	T105	DOT111A100W1
29. PPGX10827	20	2/72	T105	DOT111A100W1
30. PPGX10828	20	2/72	T105	DOT111A100W1
31. PPGX10829	20	2/72	T105	DOT111A100W1
32. PPGX10830	20	2/72	T105	DOT111A100W1
33. PPGX10831	20	2/72	T105	DOT111A100W1
34. PPGX10832	20	2/72	T105	DOT111A100W1

<u>Car Number</u>	<u>Size (MG)</u>	<u>Date Built</u>	<u>AAR Designated Numbers</u>	<u>DOT Car Specifications</u>	
35.	PPGX10834	20	2/72	T105	DOT111A100W1
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46.	PPGX10848	20	2/72	T105	DOT111A100W1
47.	PPGX10849	20	2/72	T105	DOT111A100W1
48.	PPGX10850	20	2/72	T105	DOT111A100W1
49.	PPGX10851	20	2/72	T105	DOT111A100W1
50.	PPGX10852	20	5/72	T105	DOT111A100W1
51.	PPGX10854	20	5/72	T105	DOT111A100W1
52.	PPGX10855	20	5/72	T105	DOT111A100W1
53.	PPGX10856	20	5/72	T105	DOT111A100W1
54.	PPGX5232	10	4/53	T103	ICC103W
55.	ALAX10503	10	5/63	T103	ICC111A100W1
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70.	ALAX10814	20	11/70	T105	DOT111A100W1
71.	ALAX10815	20	7/71	T105	DOT111A100W1
72.	ALAX10816	20	6/71	T105	DOT111A100W1
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75.	ALAX10819	20	7/71	T105	DOT111A100W1
76.	ALAX10820	20	7/71	T105	DOT111A100W1
77.	ALAX10821	20	7/71	T105	DOT111A100W1
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<u>Car Number</u>	<u>Size (MG)</u>	<u>Date Built</u>	<u>AAR Designated Numbers</u>	<u>DOT Car Specifications</u>	
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85.	ALAX10829	20	2/72	T105	DOT111A100W1
86.	ALAX10830	20	2/72	T105	DOT111A100W1
87.	ALAX10831	20	2/72	T105	DOT111A100W1
88.	ALAX10832	20	2/72	T105	DOT111A100W1
89.	ALAX10834	20	2/72	T105	DOT111A100W1
90.	ALAX10835	20	2/72	T105	DOT111A100W1
91.	ALAX10836	20	2/72	T105	DOT111A100W1
92.	ALAX10837	20	2/72	T105	DOT111A100W1
93.	ALAX10838	20	2/72	T105	DOT111A100W1
94.	ALAX10839	20	2/72	T105	DOT111A100W1
95.	ALAX10840	20	2/72	T105	DOT111A100W1
96.	ALAX10843	20	2/72	T105	DOT111A100W1
97.	ALAX10844	20	2/72	T105	DOT111A100W1
98.	ALAX10845	20	2/72	T105	DOT111A100W1
99.	ALAX10847	20	2/72	T105	DOT111A100W1
100.	ALAX10848	20	2/72	T105	DOT111A100W1
101.	ALAX10849	20	2/72	T105	DOT111A100W1
102.	ALAX10850	20	2/72	T105	DOT111A100W1
103.	ALAX10851	20	2/72	T105	DOT111A100W1
104.	ALAX10852	20	5/72	T105	DOT111A100W1
105.	ALAX10854	20	5/72	T105	DOT111A100W1
106.	ALAX10855	20	5/72	T105	DOT111A100W1
107.	ALAX10856	20	5/72	T105	DOT111A100W1
108.	ALAX5232	10	4/53	T103	ICC103W