

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D.C. BAR
** ALSO A MEMBER OF OHIO BAR

LAW OFFICES
ALVORD AND ALVORD
200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D. C.
20006

RECORDED & INDEXED
13397
DEC 30 1981 - 2 25 PM
INTERSTATE COMMERCE COMMISSION

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
JURBAN A. LESTER
CABLE ADDRESS
"ALVORD"
TELEPHONE
AREA CODE 202
393-2266
TELEX
440348 CDAA UI

December 30, 1981

1-007-1004

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C.

No.
DEC 30 1981
Date
\$ 50.00

Dear Madam:

Washington, D. C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 and the regulations thereunder, as revised, are the original and two copies of a Rail Car Lease and Service Contract dated May 29, 1981 together with Rider attached thereto.

The foregoing is a "Primary Document" as defined in 49 C.F.R. §1116.1(a).

A general description of the railroad equipment covered by the enclosed document is:

Two hundred (200) 4750 cubic foot DOT L04750 hopper cars bearing identifying mark and numbers RTMX 8556 through RTMX 8755, both inclusive.

The names and addresses of the parties to the enclosed document are:

Lessor: Richmond Leasing Company
1700 West Loop South
Houston, Texas 77027

Lessee: Texasgulf Chemicals Company, a Division of Texasgulf Inc.
Raleigh, North Carolina

Kindly refer to the above for the "Short Summary" information required pursuant to the provisions of 49 C.F.R. §1116.3(d)(8).

Copy kept - C.T. Kappler

Ms. Agatha L. Mergenovich
Secretary
December 30, 1981
Page Two

The undersigned is authorized agent for the Lessor for the purpose of submitting the enclosed document for recordation.

Kindly return the copies of the enclosed document not needed for recordation purposes to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006 or to the bearer hereof.

Also attached is a remittance in the amount of \$50.00 covering the required recordation fee.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler
Charles T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

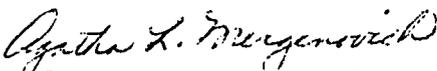
December 30, 1981

Charles T. Kappler
Alvord and Alvord
200 World Center Building
918 Sixteenth St. N. W.
Washington, D. C. 20006

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 12/30/81 at 2:25PM, and assigned re-
recording number(s). 13397

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. ~~13394~~

DEC 30 1981 -2 25 PM

INTERSTATE COMMERCE COMMISSION

Lease Number S-97

Lessee Number 142

RICHMOND LEASING COMPANY

RAIL CAR LEASE AND SERVICE CONTRACT

THIS AGREEMENT, made this 29th day of May, 1981 by and between RICHMOND LEASING COMPANY, a Delaware corporation, having its principal office at 1700 West Loop South, Houston, Harris County, Texas, hereinafter called "Lessor", and Texasgulf Chemicals Company, a division of Texasgulf Inc., a Texas corporation, having its principal office at Raleigh, North Carolina, hereinafter called "Lessee".

W I T N E S S E T H:

1. Rental and Service Charges. Lessor hereby leases to the Lessee, and the Lessee hereby leases and hires from the Lessor and agrees to accept delivery of, upon the terms and conditions set forth herein and in the "riders" attached hereto and made part hereof (hereinafter referred to as the "Riders", this instrument, together with the Riders, shall be herein referred to as the "Agreement"), the rail cars described in the Rider (hereinafter referred to singularly as the "Car" or collectively as the "Cars"), for the use of which Cars the Lessee agrees to pay the Lessor the rental and service charges for the full term hereof all as set forth in the Riders.

2. Payment. Lessee agrees to pay said rental and service charges to Richmond Leasing Company at its principal office located in Houston, Harris County, Texas, on the first day of each calendar month in advance, without deduction, except that the Lessee shall pay in advance on the delivery or redelivery of each Car, respectively, a pro rata portion of one month's rental and service charges for the period intervening the date of delivery and the first of the next succeeding calendar month, and shall pay only the pro rata portion of such monthly charge attributable to any fractional month accruing at the end of each period of November-April (hereinafter called "use period") and the termination of this lease.

3. Inspection of Car. At the commencement of each use period each of the Cars shall be subject to Lessee's inspection before loading; and the successful loading of such Car except as to latent defects, shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (i) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (ii) that it is one of the Cars described in the Riders. In any event, however, monthly rental and service charges shall be paid from the date of delivery at the point of delivery described in the Riders unless such car is not accepted by Lessee, in which event monthly rental and service charges shall begin only when Lessee accepts the Car.

4. Responsibility of Lading. Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage, or claim therefor. Lessor (or other parties leasing the cars from Lessor other than Lessee) agrees to assume responsibility for, to indemnify Lessee against and to save it harmless from any loss or damage or claim therefor by users of the cars other than Lessee, its assigns or sub-lessees, to commodities, or any part thereof, it loads or ships in the cars, however such loss or damage shall be caused or shall result.

5. Damage to Car Resulting from Lading. In the event any of the Cars, or the fittings or appurtenances thereto including the interior lining for cars so equipped, shall become damaged solely by the commodity loaded therein by Lessee, Lessee agrees to assume the responsibility for such damage.

6. Alteration and Lettering. Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance

approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operation of the Cars in Lessee's service hereunder. Lessee will be permitted to board and placard or stencil Cars with letters not to exceed two (2") in height.

7. Limitations on Use. Lessee will not use the Cars in a "unit train" without advance approval in writing of the Lessor. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

8. Maintenance. Lessor agrees to maintain each of the cars in good condition and repair according to the Interchange Rules of the Association of American Railroads (AAR) and Lessee agrees to forward the cars to the shops of Lessor for periodic maintenance repairs as may be directed by Lessor. Any empty mileage expense incurred shall be for the account of Lessor. If any of the cars shall be completely destroyed or, if the physical condition of any car is such that such car cannot be operated in railroad service as determined by the parties, then the Lessor shall, at its option, either cancel this Lease as to such car as of the date on which such event occurred, or substitute another car of the same type and capacity, and in the event of such substitution, the substituted car shall be held pursuant to all the terms and conditions of this Agreement. Should any of the cars become unavailable for use pursuant to this Agreement for any other reason Lessor shall have the right to substitute another car of the same type and capacity, and in the event of such substitution, the substituted cars shall be held by Lessee pursuant to all the terms and conditions of this Agreement. When cars are placed in a private car shop for maintenance and/or repairs the rental charges on each car shall cease five (5) days after the date of arrival in shop and will be reinstated on the date such car arrives at Lessee's designated loading point. If any repairs are required as a result of the misuse by or negligence of Lessee, its consignee, agent, or sublessee, or while on a railroad that does not subscribe to the Interchange Rules of the AAR, or any private or industrial railroad, the rental charge shall continue during the rental period and Lessee agrees to pay Lessor for the cost of such repairs. Lessee agrees that if by reason of such misuse or negligence, or while on a railroad that does not subscribe to the Interchange Rules of the AAR, or while on any private siding track, or any private industrial railroad, any car is completely destroyed, or in the opinion of Lessor, such car's physical condition is such that it cannot be operated in railroad service, Lessee shall pay Lessor in cash the depreciated value as determined by the Interchange Rules of the AAR of such car within (10) days following a request by Lessor for such amount.

9. Lining. These cars do not contain interior linings.

10. Indemnity. Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising, directly out of Lessee's or any sub-lessee's use, lease possession, or operation of the Cars during the time the cars are being used by Lessee during the term of this lease, or by the contents placed in such Cars by Lessee, howsoever occurring, except any loss, liability, claim, damage, or expense which is the result of a latent defect in the car or is attributable to the fault or neglect of the Lessor, or for which a railroad or railroads have assumed full responsibility. All indemnities contained in this Agreement shall survive the termination hereof, however same shall occur.

11. Governmental and Industrial Regulations. Lessor and Lessee each agree to comply with all governmental laws, rules, regulations, and requirements, and with the Interchange Rules of the AAR with respect to the use and operation of each of the Cars during the term of this Agreement.

12. Return of the Cars. Upon the expiration or termination of this lease as to any of the Cars. Lessee agrees to return each of the Cars in good working order, ordinary wear and tear expected, free from all charges and liens which may result from any act or default of Lessee, to lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment, and accessories with which the Car was equipped when last delivered to Lessee, and to give Lessor thirty (30) days advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars containing residue as well as monthly rental and service charges incurred during the cleaning process.

13. Reports. Each month that the cars are used by Lessee, Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of the Cars, giving dates loaded and shipped commodity, destination, and full junction routing of each movement. Lessee shall within ten days after notification to Lessee, give Lessor written notice of any injury to either person or commodities which involve the Cars.

14. Additional Charges by Railroads. Lessee agrees to use the Cars, upon each railroad over which the Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party; and, if the operation or movements of any of the Cars by Lessee during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within the period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on any of the Cars during the term hereof and while use by Lessee.

15. AAR Circular OT-5. Whenever approval of the originating linehaul carrier is required in order that cars may be placed in service pursuant to AAR Circular OT-5, and any revision or successor thereto, Lessor shall upon written request of Lessee, use reasonable efforts to aid Lessee in obtaining such approval. In the event Lessor and/or Lessee shall be unable to obtain such approval for any reason, or such approval is withdrawn or modified, this Agreement shall terminate.

16. Taxes and Liens. Lessor agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay, in addition to rent and service charges, all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the Cars outside the United States by Lessee. Lessee agrees not to encumber or dispose of this lease or of any of the Cars or any part of a Car or permit any encumbrance or lien to be entered or levied upon any of the Cars.

17. Assignment. Lessee agrees to use the cars within the boundaries of the Continental United States (exclusive of Alaska and Hawaii) and Canada. Lessee shall have the right to sublease any of the cars. Such subleased cars may be boarded or placarded with the name of the sublessees in accordance with the provisions of demurrage tariff lawfully in effect, where necessary to obtain an exemption from demurrage for said car so subleased; provided, however, that notwithstanding any such sublease Lessee shall continue to remain liable to Lessor under this Agreement. In the event any of the cars are used outside of the area specified in the paragraph by lessee or sublessees for any reason whatsoever, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss or damage suffered by Lessor, or claim against Lessor and for all costs and expenses, including legal cost and attorney's fees arising in any way from such car movement.

Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns, and the Lessee, its successors and assigns.

18. Default. It is mutually agreed that the time of payment of rental and service charges is of the essence of this Agreement and that if the Lessee shall make default in the payment of rental and service charges on any of the Cars at the time when same become due and payable and such default shall continue for ten (10) days after notice or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any of said events, Lessor at its election, may upon notice to Lessee of termination, terminate the lease set forth herein and repossess itself of any or all of said Cars, and this Agreement shall thereupon become and be terminated. In the alternative, Lessor may, without notice, repossess itself of said Cars and re-let the same or any part thereof to others for such rent; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and re-letting said Cars (including attorney's fees and expenses of litigation) and collecting the rentals thereof

to satisfy the rental and service charges herein reserved, the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well as the obligation for any and all other payments by Lessee to Lessor called for by this Agreement shall survive any termination of this Agreement or the lease contained herein for whatever reason and/or such retaking of the Cars. Lessee shall, without expense to Lessor, assist it in repossessing itself of said Cars. The rights and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

19. Notice. All notices provided for herein, as well as all correspondence pertaining to this Agreement shall be considered as properly given if given: (a) in writing and delivered personally or sent by registered or certified mail, or (b) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such addresses may be changed by either party giving written notice thereof to the other.

20. Miscellaneous. Nothing herein contained shall give or convey to Lessee any right, title, or property interests in and to the Cars except as Lessee. EXCEPT AS STATED IN THE RIDER, LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

It is expressly understood and agreed that this Agreement constitutes a separate Rail Car Lease and Service Contract with respect to the Cars described in each Rider. The termination or extension of any such contract shall not affect any other contract, and a supplement evidencing the same shall be executed, delivered, and acknowledged at the request of either party hereto. At the request of either party hereto a separate Rail Car Lease and Service Contract with respect to the Cars described in any Rider will be executed, delivered, and acknowledged in substantially the form of this Agreement.

This instrument, together with any and all Riders attached hereto, constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer or otherwise dispose of title to the Cars without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer, or other disposition, this Agreement and all of Lessee's rights under this Agreement and all rights of any person, firm, or corporation who claims or who may hereafter claim any rights under this Agreement under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, and/or equipment trust agreements covering the Cars or any of them heretofore or hereafter created and entered into by Lessor, its successor or assigns, and to all of the rights of any such chattel mortgage, assignee, trustee, secured party, or other holder of the legal title to the Cars. At the request of Lessor or any chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars, the Cars may be lettered or marked to identify the legal owner of the Cars at no expense to Lessee. If, during the continuance of this Agreement, any such marking shall at any time be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

THIS SUBLEASE IS SUBJECT TO AN ASSIGNMENT OR ASSIGNMENTS AND THE RIGHTS OF THE PARTIES HERETO ARE SUBORDINATE TO THE RIGHTS OF THE ASSIGNEE UNDER A LEASE ON FILE WITH THE INTERSTATE COMMERCE COMMISSION.

Notwithstanding the foregoing, it is understood and agreed that so long as Lessee is not in default hereunder, Lessee shall be entitled to the use of the cars and to all other rights as a Lessee under this Agreement. Lessee's obligations shall not be increased as a consequence of the assignment, pledge, mortgage, transfer, or other disposition by Lessor.

All terms used in the Riders shall have the same meaning as used or defined herein except as may be otherwise specifically defined in such Riders. Should any term or condition of any Rider be inconsistent or conflict with any term or condition hereof, the term or condition of the Rider shall govern.

This Agreement shall be governed and construed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

RICHMOND LEASING COMPANY

"LESSOR"

BY

Kenneth W. Harbin
President

TEXASGULF CHEMICALS COMPANY, A DIVISION OF TEXASGULF INC. "LESSEE"

Att. Secy: [Signature]
Asst. Secy

BY

R. D. Morrison

Title:

Chairman of Board of Directors
Texasgulf Inc.

STATE OF Texas)
COUNTY OF Harris) SS:

On this 29th day of December, 1981, before me personally appeared R. D. Morrison, to me personally known, who, being by me duly sworn, says that he is a Chmn. of the Bd. of Texasgulf Inc., 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.

[Signature]
Notary Public

(Notarial Seal)

My Commission expires
JUDITH M. SHUMWAY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

STATE OF TEXAS)
COUNTY OF HARRIS) SS:

On this 3rd day of December, 1981, before me personally appeared Kenneth W. Harbin, to me personally known, who, being by me duly sworn, says that he is a President of Richmond Leasing 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.

[Signature]
Notary Public

(Notarial Seal)

My Commission expires
May 31, 1985

Lease Number 8-27

Lessee Number 142

Rider Number 1

RICHMOND LEASING COMPANY

RIDER TO TANK CAR LEASE AND SERVICE CONTRACT

TERMS AND DELIVERY

THIS RIDER between RICHMOND LEASING COMPANY and the LESSEE identified below shall be subject to the terms and conditions hereof effective as of the 1st day of June, 1981 :

1. *Rental and Service Charges.* The Cars subject to this Rider have monthly rental and service charges as follows:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>	<u>Monthly Rental and Service Charge For Car</u>
200.	4,750 cu.ft. DOT L04750 covered hopper cars	RTMX8556- RTMX 8755	\$460

Lessor represents and warrants that the subject cars have been designed and constructed in accordance with all applicable Department of Transportation requirements and AAR Interchange Rules.

2. *Term.* The initial term of this Rider respecting each Car commences on the date of delivery of such Car to Lessee (hereinafter called "Effective Date") and shall continue in effect for a period of sixty (60) months. Notwithstanding the expiration or termination of this Rider, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor in clean condition.

3. *Delivery.* Each of the Cars shall be delivered to the Lessee at Green River, Wyoming

50 per cent of freight charges collect. The obligation of Lessor to furnish the Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materialmen, or governmental authority; and Lessor shall not be liable for any damages by reason of any such delay.

4. *Mileage.* Lessor shall collect all mileage earned by the Cars, and shall credit to the rental account of Lessee for each accounting period (as defined below) such mileage earned by the Cars while in the service of Lessee, as and when received from the railroads, according and subject to all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable hereunder for such accounting period. The term "accounting period", as used in this Rider, is defined to mean each period of twelve (12) consecutive months within the term of this Rider, ending on the anniversary on the Effective Date hereof, and any period from the last such twelve (12) month period to the date of expiration of this Rider. If the term of this Rider is less than twelve (12) months, "accounting period" is defined to mean the term of the Rider.

5. Service. The Lessee will use the Cars only for the loading of soda ash

6. Other Provisions of Rider.

(1) Lessee will use the cars and be responsible for monthly rental and service charges during the months of November through April each year for the term of the lease. Notwithstanding the November through April period, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor or such person designated by Lessor in clean condition. Such cleaning will be for the account of the Lessee returning the Car.

(2) Lessee will notify Lessor in writing 30 days prior to the release of cars. Lessor, or the party designated by Lessor as receiving such cars, shall provide Lessee disposition for the cars specified.

(3) Investment Tax Credit to Richmond Leasing Company.

(4) The rental and service charges are based upon construction of the Cars in accordance with the design requirements of the AAR, Department of Transportation, and the Federal Railroad Administration effective at the time the lease of the Cars was quoted to Lessee. Any change in design due to changes in these requirements or due to the requirements of any other governmental authority between June 9, 1981, and the expiration or termination of this lease will cause the rental and service charges to increase at a monthly rate of \$1.40 per Car for each \$100 of additional material and labor costs of manufacturing, including surcharges and freight rates. Lessee shall be advised upon delivery of the car of any additional cost claimed by Lessor under this provision.

(5) To the monthly rental and service charges, Lessor will add \$.015 per mile for each mile traveled by the Cars while in Lessee's service in a calendar year above the "maximum average mileage" which is to be determined as follows: The "maximum average mileage" for a calendar year shall be determined by multiplying 30,000 miles by the number of Cars covered by this Rider during such calendar year. Any Cars covered by this Rider during only a portion of the calendar year in question shall be included on a pro rata basis in the calculation of the "maximum average mileage".

(6) Lessor agrees that when the cars are not in Lessee's service that Lessor, or others holding under Lessor, will use the cars only for the loading of grain.

Date: 12/13/81

RICHMOND LEASING COMPANY
"LESSOR"
By Kenneth W. Hahn
President

Attest: [Signature]
Asst. Secy
Date: 12/29/81

TEXASGULF CHEMICALS COMPANY,
A DIVISION OF TEXASGULF INC.
"LESSEE"
By R D Nelson
Title: Chairman of the Board
Texas Gulf Inc.

STATE OF *Connecticut*)
) SS:
COUNTY OF *Fairfield*)

On this *29th* day of December, 1981, before me personally appeared *R.D. Mallison*, to me personally known, who, being by me duly sworn, says that he is a *Chmn. of the Bd.* of *Texasgulf Inc.*, 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.

Judith M. Shuman

Notary Public

(Notarial Seal)
My Commission expires
JUDITH M. SHUMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

On this *3rd* day of December, 1981, before me personally appeared *Kenneth W. Harbin*, to me personally known, who, being by me duly sworn, says that he is a *President* of *Richmond Leasing Co.*, 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.

Juanita D. Wofford

Notary Public

(Notarial Seal)
My Commission expires
May 31, 1985