

PHILADELPHIA
NEW YORK
LOS ANGELES

MORGAN, LEWIS & BOCKIUS

COUNSELORS AT LAW
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MIAMI
HARRISBURG
LONDON

DENNIS N. BARNES
DIAL DIRECT (202) 872-5125

September 23, 1982

2-266 A 064

RECORDATION NO. 13797 Filed 1425

SEP 23 1982 3 22 PM

No. SEP 23 1982
Date.....
Fee \$ 50.00
ICC Washington, D. C.

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

Dear Mrs. Mergenovich:

Enclosed is an original and one copy/counterpart of the document described below, to be recorded pursuant to section 11303 of Title 49 of the U.S. Code. This document is a chattel mortgage on railroad cars, a primary document, dated September 21, 1982; it also assigns to the Mortgagee/Secured Party the rights of the Mortgagor/Debtor under certain leases relating to the mortgaged railroad cars.

The names and addresses of the parties of this document are as follows:

Richmond Leasing Company, 1700 W. Loop South, Houston, Texas 77027 (the "Mortgagor" or "Debtor")

Capital Bank, N.A., Capital Bank Plaza, Houston, Texas 77001, as agent for itself, Chemical Bank, Manufacturers Hanover Trust Company, Mellon Bank, N.A., and Bank of Southwest National Association, collectively, (the "Mortgagee" or "Secured Party").

A description of the equipment covered by the document is set forth in detail in Appendix A of the document to be recorded. A copy of that Appendix A is also attached to this letter and incorporated herein by reference. A fee \$50.00 is enclosed.

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

William D. Chode
(Signature)

(7)

MORGAN, LEWIS & BOCKIUS

Hon. Agatha L. Mergenovich
September 23, 1982
Page Two

The document is a chattel mortgage creating a security interest and assignment of lease rights between Richmond Leasing Company, 1700 W. Loop South, Houston, Texas 77027 ("Mortgagor" or "Debtor") and Capital Bank, N.A., Capital Bank Plaza, Houston, Texas 77001, as agent for itself, Chemical Bank, Manufacturers Hanover Trust Company, Mellon Bank, N.A., and the Bank of the Southwest National Association ("Mortgagee" or "Secured Party"), dated September 21, 1982 and covering 456 railroad tank cars embraced within 15 equipment lease agreements.

Sincerely yours,



Dennis N. Barnes
Attorney for
Capital Bank, N.A., et al.

Attachments

WDC:11

Appendix A

RAILCAR EQUIPMENT

<u>Class</u>	<u>Capacity</u>	<u>Car Number</u>
105A300W	34,000 gallons	RTMX 5218 NATX 36600 to 36624 ✓
111A100W5	14,500 gallons	RTMX 21000 to 21043
111A100W2	14,500 gallons	RTMX 1292 to 1327
111A100W5	20,800 gallons	RTMX 13506 to 13523
111A100W3	20,800 gallons	RTMX 2878 to 2946
105A400W	33,500 gallons	RTMX 20238 to 20368 RTMX 20173 to 20222 NATX 36700 to 36711 ✓
111A100W1	13,500 gallons	RTMX 1710 to 1711
111A100W3	13,500 gallons	RTMX 1665 to 1684
111A100W5	20,600 gallons	RTMX 13503 to 13505 RTMX 13524 to 13543 RTMX 2947 to 2967
111A100W6	20,500 gallons	RTMX 100001 to 100005
111A100W1	30,600 gallons	OILX 30600 to 30677 OILX 30679
111A100W5	18,150 gallons	RTMX 2980 to 2984
105A300W	25,000 gallons	RTMX 2835 to 2849
111A100W1	30,000 gallons	RTMX 12944 to 12970
111A100W3	23,500 gallons	RTMX 13170 RTMX 13176 RTMX 13361 to 13384 RTMX 13387 to 13388 RTMX 13390 RTMX 13392 RTMX 13394 RTMX 13401

Hopper

4,750 cubic foot

RTMX 8764 to 8765
DR 500010 to 500014
DR 500032 to 500034
DR 500037 to 500047
DR 500050 to 500051
DR 500053 to 500061
DR 500064 to 500067
DR 500070
DR 500073 to 500074
DR 500097
DR 500100
DR 500103 to 500129
DR 500133 to 500134
DR 500139 to 500140
DR 500142 to 500150
DR 10741 to 11016

Hopper

5,800 cubic foot

RTMX 580004 to 580005
RTMX 580008 to 580011

Interstate Commerce Commission
Washington, D.C. 20423

9/23/82

OFFICE OF THE SECRETARY

Dennis N. Barnes, Atty.

Morgan, Lewis & Bockius
1800 M. Street, N.W.
Washington, D.C. 20036

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 9/23/82 at 3:25pm, and assigned re-
recording number(s). 13797

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

SECURITY AGREEMENT AND ASSIGNMENT

SEP 23 1982-3 25 PM

This SECURITY AGREEMENT AND ASSIGNMENT (this Security Agreement) is made this 21st day of September, 1982, between RICHMOND LEASING COMPANY, a Delaware corporation whose address is 1700 West Loop South, Houston, Texas 77027 (the "Debtor"), CAPITAL BANK, N.A., a national banking association whose address is Capital Bank Plaza, Houston, Texas 77001, as agent for itself, CHEMICAL BANK, a New York banking corporation, MANUFACTURERS HANOVER TRUST COMPANY, a New York banking corporation, MELLON BANK, N.A., a national banking association, and BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

WHEREAS, Debtor, Secured Party, and the foregoing banking institutions (collectively, the "Lenders") are parties to that certain Revolving Credit Agreement, dated March 2, 1981, as amended by the First Amendment to Revolving Credit Agreement, dated as of September 4, 1981, and the Second Amendment to Revolving Credit Agreement dated as of June 17, 1982, pursuant to which the Lenders agreed to lend to Debtor up to the principal sum of \$50,000,000.00. (such Revolving Credit Agreement, First Amendment to Revolving Credit Agreement and Second Amendment to Revolving Credit Agreement, as the same may have been or may hereafter be further amended from time to time, is hereinafter called the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Debtor executed a Revolving Credit Note, dated June 17, 1982, payable to the order of Secured Party in the original principal amount of \$50,000,000.00; and

WHEREAS, pursuant to and under the conditions stated in Section 6.13 of the Agreement, Debtor agreed to grant a security interest (the "Security Interest") to Secured Party in and to all rail tank and hopper cars owned by Debtor which have or will become the subject of an Advance under, and as such term is defined in, the Agreement, together with all leases and rental agreements pertaining thereto and proceeds thereof; and

WHEREAS, the Security Interest is to secure the prompt payment and performance of Debtor's obligations and indebtedness to Secured Party and Lenders pursuant to (i) the Agreement and (ii) the above referenced Revolving Credit Note and all renewals, extensions, rearrangements and modifications thereof (the "Note");

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

Section I. Creation of Security Interest.

Debtor hereby grants to Secured Party a Security Interest in and to the Collateral described in Section II of this Security Agreement to secure prompt performance and payment of all obligations and indebtedness of Debtor to Secured Party and Lenders pursuant to (i) the Note and (ii) the Agreement.

Section II. Collateral.

The Security Interest herein granted covers all of the right, title and interest of Debtor in and to the following described property (the "Collateral") (i) all rail tank and hopper cars described on Exhibit "A" hereto (the "Equipment"), together with all accessions thereto, (ii) all leases and rental agreements ("Lease Agreements") now or hereafter existing on the Equipment, including, without limitation, all Lease Agreements described on Exhibit "B" hereto, and all of Debtor's right, title and interest

as lessor in, to and under the Lease Agreements with all rights, powers, privileges, and other benefits of the Debtor as lessor under the Lease Agreements, including but not limited to the Debtor's right to receive and collect all rentals, lease payments, liquidated damages, proceeds of sale and other payments now or hereinafter to become payable to or receivable by Debtor under or pursuant to the provisions of the Lease Agreements, (iii) all of Debtor's right to receive and collect all per diem mileage and other payments now or hereinafter to become payable to the Debtor with respect to such Equipment, and (iv) all proceeds of the foregoing.

Section III. Payment Obligations of Debtor.

(1) Debtor shall promptly pay and perform all of Debtor's obligations and indebtedness under the Agreement, the Note, and this Security Agreement.

(2) Debtor shall pay to Secured Party on demand all fees and expenses, including reasonable attorneys' fees, incurred or paid by Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement, plus interest thereon at the maximum rate permitted by applicable law.

(3) Debtor shall pay immediately upon Secured Party's demand the entire unpaid indebtedness of Debtor to Secured Party and Lenders under the Note, the Agreement, and this Security Agreement upon the occurrence of an Event of Default as defined in Section V of this Security Agreement.

Section IV. Debtor's Warranties, Representations and Agreements.

(1) Debtor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to execute, deliver and perform this Security Agreement.

(2) The execution, delivery and performance of this Security Agreement by Debtor have been duly authorized by all requisite corporate action on the part of Debtor and will not violate the certificate of incorporation or by-laws of Debtor and will not violate any provision of law, any order of any court of governmental agency, and will not conflict with, result in a breach of the provisions of, constitute a default under, or result in the imposition of any lien, charge, or encumbrance upon the assets of Debtor pursuant to the provisions of any indenture, mortgage, deed of trust, franchise, permit, license, note, or other agreement or instrument to which Debtor is now a party.

(3) No registration or approval of any governmental agency or commission is necessary for the execution or validity of this Security Agreement.

(4) Debtor is owner of the Collateral, none of which is subject to any assignment, claim, lien or security interest other than the Security Interest.

(5) None of the Lease Agreements is subject to any set off, counterclaim, defense, allowance or adjustment by any lessee thereunder.

(6) No notice of bankruptcy or insolvency of any lessees under any Lease Agreement has been received by Debtor.

(7) Debtor's address is that appearing at the beginning of this Security Agreement. Debtor will promptly notify Secured Party of any change of its address.

(8) Debtor shall pay prior to delinquency all taxes, charges, liens and assessments against the Collateral, and upon Debtor's failure to do so, Secured Party at its option may pay any such taxes, charges, liens, or encumbrances and shall be the sole judge on the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the indebtedness secured by this Security Agreement and shall be paid to Secured Party by Debtor immediately upon demand, with interest thereon at the maximum rate permitted by applicable law.

(9) Debtor shall not, voluntarily or involuntarily, subject the Collateral or its proceeds or allow the Collateral or its proceeds to be subjected to any interest of any transferee, buyer, secured party, encumbrancer or other third person, and shall not, without the prior written consent of Secured Party, waive or release or agree to waive or release any claims or rights against any lessee under any Lease Agreement.

(10) Debtor shall, at its expense, do, make, procure, execute, and deliver all acts, things, writings and assurances as Secured Party may at any time require to protect, assure or enforce Secured Party's interests, rights and remedies created by, provided in or emanating from this Security Agreement.

(11) Debtor shall execute alone or with Secured Party any Financing Statement or other document, or procure any document and pay all costs connected therewith deemed necessary or desirable by Secured Party to protect the Security Interest against the rights or interests of third persons.

(12) Should any insurance proceeds become payable to Debtor with respect to any of the Equipment, Debtor shall either fully utilize said insurance proceeds to repair or replace such Equipment, if damaged or destroyed, or deliver the insurance proceeds in full to Secured Party for application to the Note or other obligations secured hereby, in such order and manner as Secured Party, in its sole discretion, may determine.

Section V. Events of Default.

Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions (herein called an "Event of Default"):

(1) Debtor's failure to pay or perform when due any obligations or indebtedness secured by this Security Agreement.

(2) Default by Debtor in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this Security Agreement or in the Note.

(3) Debtor's failure to fulfill or satisfy any warranty, representation or statement contained or referred to in this Security Agreement or in the Note.

(4) Any warranty, representation or statement contained in this Security Agreement made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement was false in any material respect when made or furnished or becomes false in any material respect while any obligations or indebtedness secured hereby are outstanding.

(5) Loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the Collateral, or the levy, seizure or attachment thereof or thereon.

(6) The occurrence of any Event of Default under, and as such term is defined in, the Agreement.

Section VI. Secured Party's Rights and Remedies.

(1) This Security Agreement, Secured Party's rights hereunder or the indebtedness hereby secured may be assigned in whole or in part, and in any such case the assignee shall be entitled to all of the rights, privileges and remedies granted in this Security Agreement to Secured Party, and Debtor will assert no claims or defenses it may have against Secured Party against any such assignee except those granted in this Security Agreement.

(2) Whether or not an Event of Default shall have occurred, upon written notice to Debtor, Secured Party may notify or require Debtor to notify lessees under Lease Agreements to make all lease or rental payments directly to Secured Party, and Secured Party may take possession of all proceeds of any Lease Agreements in Debtor's possession. Any such lease or rental payments or proceeds received by Secured Party shall be applied by Secured Party to the obligations and indebtedness secured hereby in such order and manner as Secured Party, in its sole discretion, may determine.

(3) In order to protect, exercise or assure its interests, rights and remedies under this Security Agreement, Secured Party may sign and endorse negotiable and other instruments for the payment of money, documents of title or other evidences of payment, shipment or storage, or any other documents or instruments, with respect to any of the Collateral or proceeds thereof on behalf of and in the name of Debtor.

(4) Secured Party may call at Debtor's place or places of business at intervals to be determined by Secured Party and, without hindrance or delay, inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence and other data relating to the Collateral or to any transaction between Debtor and Secured Party, and Debtor shall assist Secured Party in making any such inspection.

(5) Secured Party may make any demand upon or give any notice to Debtor by its deposit in the mails or with a telegraph company, addressed to Debtor at Debtor's address shown at the beginning of this Security Agreement, or to any address of which Debtor has last notified Secured Party in writing.

(6) At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on any of the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any such payment made or any expense incurred by Secured Party pursuant to the foregoing authorization, plus interest thereon at the maximum rate of interest permitted by applicable law.

(7) Subject to the rights of lessees under Lease Agreements, in case of the happening of any Event of Default, Secured Party by its agents (a) may enter upon the premises of the Debtor and of any Affiliate (as defined in the Agreement) of the Debtor or of any lessee under any Lease Agreement or any other premises where any of the Equipment may be and take possession of all or any part of the Equipment and withdraw the same from said premises, (b) shall be entitled to collect, receive and retain all per diem, mileage, lease payments, rentals or other charges of any kind then due on account of or thereafter earned by the Equipment or any part thereof, and (c) may lease or rent the Equipment or any part thereof, or with or without retaking possession thereof may sell the same or any part thereof, free from any and all claims of the Debtor at law or in equity, in one lot and as an entirety or in separate lots, insofar as may be necessary to pay and perform in full all obligations and indebtedness secured hereby, at public or private sale, for cash or upon credit, in its discretion, and may

proceed otherwise to enforce its rights in the manner herein provided. Upon any such sale, the Secured Party or any of the Lenders may bid for the property offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Secured Party may specify, or as may be required by law, and without gathering at the place of sale the Equipment to be sold, and in general in such manner as the Secured Party may determine, but so that the Debtor may and shall have a reasonable opportunity to bid at any such sale. Upon such taking possession or withdrawal or lease or sale of the Equipment, the Debtor shall cease to have any rights or remedies in respect of the Equipment, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Debtor. Notwithstanding anything to the contrary herein, no sale or sales of the Collateral or any part thereof by the Secured Party shall discharge Debtor from any of its obligations or indebtedness secured hereby, and Debtor shall remain liable for any deficiency.

It is expressly agreed that the rights of the Secured Party under this Section VI (7) are subject to the rights of lessees under valid and subsisting Lease Agreements and that the Secured Party, so long as such lessees are not in default under said Lease Agreements, shall not interfere with the rights of peaceful and undisturbed possession of such lessees in and to any of the Equipment in accordance with the terms of such Lease Agreements.

(8) Secured Party may remedy any Event of Default and may waive any Event of Default without waiving the Event of Default remedied or without waiving any other prior or subsequent Event of Default.

(9) The remedies of Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party.

Section VII. Additional Agreements.

(1) "Secured Party" and "Debtor" as used in this Security Agreement include the successors, representatives, receivers, trustees and assigns of those parties.

(2) The section headings appearing in this Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions hereof.

(3) This Security Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Security Agreement shall be performable in Houston, Harris County, Texas.

(4) Neither this Security Agreement nor any provisions hereof may be changed, waived, discharged, or terminated, except by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(5) Debtor may not transfer or assign its rights and obligations hereunder and, subject to such restriction, the provisions hereof shall extend to and be binding upon its successors and assigns. All covenants and agreements made by or on behalf of any of the parties hereto shall bind and inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto, whether so expressed or not, and, in particular, shall inure to the benefit of, and be enforceable by, the holder or holders of the Note.

(6) Any Section, clause, Subsection, sentence, paragraph, or provision of this Security Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate or nullify the remainder of this Security Agreement, but the effect thereof shall be confined to the Section, clause, Subsection, sentence, paragraph or provisions so held to be invalid, illegal or ineffective.

(7) No consent or waiver, express or implied, by Secured Party to or of any breach of or deviation from any covenant, condition or duty of Debtor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

(8) This Security Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(9) In the event of any conflict between the terms and conditions of this Security Agreement and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

EXECUTED AND EFFECTIVE this 21st day of September, 1982.

DEBTOR:

[Corporate Seal]

RICHMOND LEASING COMPANY

ATTEST:

Sara C. Lockwood

By: *Dale A. Brabaker*
~~Kenneth W. Harbin, President~~
Dale A. Brabaker, Vice President - Finance

SECURED PARTY:

[Corporate Seal]

CAPITAL BANK, N.A.,
as Agent for itself, Chemical Bank, Manufacturers Hanover Trust Company, Mellon Bank, N.A. and Bank of the Southwest National Association

ATTEST:

John P. Brand

By: *Stephen A. Newman*
Stephen A. Newman, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ~~Kenneth W. Harbin, V-President~~ *Dale A. Brabaker* of RICHMOND LEASING COMPANY, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of September, 1982.

Don Lewis
Notary Public

My Commission Expires:
2-28-84

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stephen A. Newman, Vice President of CAPITAL BANK, N.A., a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of September, 1982.

Carolyn J. Ross
Notary Public

My Commission Expires:

February 27, 1985

EXHIBIT "A"
RAILCAR EQUIPMENT

<u>Class</u>	<u>Capacity</u>	<u>Car Number</u>
105A300W	34,000 gallons	RTMX 5218 ✓ NATX 36600 to 36624
111A100W5	14,500 gallons	RTMX 21000 to 21043
111A100W2	14,500 gallons	RTMX 1292 to 1327
111A100W5	20,800 gallons	RTMX 13506 to 13523
111A100W3	20,800 gallons	RTMX 2878 to 2946 ✓
105A400W	33,500 gallons	RTMX 20238 to 20368 RTMX 20173 to 20222 NATX 36700 to 36711
111A100W1	13,500 gallons	RTMX 1710 to 1711
111A100W3	13,500 gallons	RTMX 1665 to 1684
111A100W5	20,600 gallons	RTMX 13503 to 13505 RTMX 13524 to 13543 RTMX 2947 to 2967
111A100W6	20,500 gallons	RTMX 100001 to 100005
111A100W1	30,600 gallons	OILX 30600 to 30677 OILX 30679
111A100W5	18,150 gallons	RTMX 2980 to 2984
105A300W	25,000 gallons	RTMX 2835 to 2849
111A100W1	30,000 gallons	RTMX 12944 to 12970
111A100W3	23,500 gallons	RTMX 13170 RTMX 13176 RTMX 13361 to 13384 RTMX 13387 to 13388 RTMX 13390 RTMX 13392 RTMX 13394 RTMX 13401
Hopper	4,750 cubic foot	RTMX 8764 to 8765 DR 500010 to 500014 DR 500032 to 500034 DR 500037 to 500047 DR 500050 to 500051 DR 500053 to 500061 DR 500064 to 500067 DR 500070 DR 500073 to 500074 DR 500097 DR 500100 DR 500103 to 500129 DR 500133 to 500134 DR 500139 to 500140 DR 500142 to 500150 DR 10741 to 11016
Hopper	5,800 cubic foot	RTMX 580004 to 580005 RTMX 580008 to 580011

EXHIBIT "B"

LEASE AGREEMENTS WITH
RICHMOND LEASING COMPANY AS LESSOR

1. LESSEE & ADDRESS:

AEROPRES CORPORATION, 1108 Petroleum Tower, Shreveport,
Louisiana 71101.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number L44, dated June 18,
1977, and Rider Number 4, dated as of April 6, 1981, related
thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
1	100-ton 34,000 G. DOT 105A300W noncoiled and insulated tank car	RTMX 5218

2. LESSEE & ADDRESS:

AGRICO CHEMICAL COMPANY, One Williams Center, Tulsa, Oklahoma
74103.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number S81, dated January 6,
1981, and Rider Numbers 1 and 1A, each dated as of January 6,
1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
44	14,500 gallon DOT 111A100W1 non-coiled non-insulated rubber lined tank cars	RTMX 21000-21043

3. LESSEE & ADDRESS:

AMOCO CHEMICALS CORPORATION (address not specified).

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number S21, dated June 17,
1976, and Rider Number 004, dated as of October 20, 1981,
related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
16	33,500 gallon DOT 105A400W; non-coiled and insulated	RTMX 20238-20253

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4. LESSEE & ADDRESS:

H. J. BAKER & BROTHERS, INC., New York City, New York.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number L19, dated September 4, 1981, and Rider dated June 17, 1982, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
2	13,500 gallon; DOT 111A100W1	RTMX 1710-1711

5. LESSEE & ADDRESS:

BCM, INC., Memphis, Tennessee.

LEASE(S) & EQUIPMENT:

Rail Car Lease and Service Contract Number L-48, dated September 16, 1981, and Rider Number 001, dated as of September 16, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
2	4,750 cubic feet covered hopper	RTMX 8764-8765

6. LESSEE & ADDRESS:

BEKER INDUSTRIES CORPORATION, Greenwich, Connecticut.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number L22, dated October 31, 1975, and Rider Number 5, dated as of June 4, 1981, and Amendment Number 1 to Rider Number 5, dated as of September 29, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
20	13,500 gallon DOT 111A100W1 coiled and insulated tank cars	RTMX 1665-1684

7. LESSEE & ADDRESS:

CHEMTECH INDUSTRIES, Missouri.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number L29, dated July 23, 1976, and Rider Number 005, dated as of April 5, 1982, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
3	20,800 gallon, DOT 111A100W5, NC/NI	RTMX 13503, 13504, 13505

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8. LESSEE & ADDRESS:

DOME PETROLEUM CORPORATION, Denver, Colorado.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number L-51, dated September 16, 1981, and Rider Number 001, dated as of September 16, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
50	33,500 gallon, DOT 105A400W; non-coiled and insulated	RTMX 20173-20222

9. LESSEE & ADDRESS:

E. I. DU PONT DE NEMOURS & COMPANY, INC., Wilmington, Delaware.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number S51, dated November 8, 1977, and Rider dated as of April 19, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
20	20,600 gallon; DOT 111A100W5	RTMX 13524-13543

10. LESSEE & ADDRESS:

ICI UNITED STATES, INC. (ICI AMERICAS, INC.), Wilmington, Delaware.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number L34, dated October 13, 1976, and Rider Number 007, dated as of October 26, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
69	20,800 gallon, DOT 111A100W3; coiled & insulated tank cars	RTMX 2878-2946

Tank Car Lease and Service Contract Number L34, dated October 13, 1976, and Rider Number 008, dated as of November 16, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
5	20,500 gallon, DOT 111A100W6; externally coiled; insulated; stainless steel tank	RTMX 100001-100005

11. LESSEE & ADDRESS:

NORTH AMERICAN CAR CORPORATION, CANADIAN RAIL CAR DIVISION,
1155 Dorchester Boulevard, W., Montreal PQ, H3B 1V1.

LEASE(S) & EQUIPMENT

Tank Car Lease and Service Contract Number 144, dated June 12, 1981, Amendment Agreement dated as of June 15, 1981, and Rider Number 1, dated as of June 12, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
25	34,000 G. DOT 105A300 W non-coiled and insulated tank cars	NATX 36600-36624

Tank Car Lease and Service Contract Number 144, dated June 12, 1981, Amendment Agreement, dated as of June 15, 1981, and Rider Number 3, dated as of August 24, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
12	33,500 G. DOT 105A400W non-coiled and insulated tank cars	NATX 36700-36711

Tank Car Lease and Service Contract Number 144, dated June 12, 1981, Amendment Agreement, dated as of June 15, 1981, and Rider or Riders to be executed, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
60	30,600 gallon; DOT 111A100W1	OILX 30600-30659
19	30,600 gallon; DOT 111A100W1	OILX 30660-30677; 30679

12. LESSEE & ADDRESS:

PETROSAR LTD., P. O. Box 7000, Corunna, Ontario, Canada.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number S79, dated December 1, 1980, and Rider Number 002, dated as of October 21, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
40	33,500 gallon DOT 105A400W; non-coiled and insulated	RTMX 20254-20293

13. LESSEE & ADDRESS:

STAUFFER CHEMICAL COMPANY, Westport, Connecticut 06881.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number L-54, dated November 16, 1981, and Rider Number 001, dated as of November 16, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
21	20,600 gallon, DOT 111A100W5; non-coiled and non-insulated	RTMX 2947-2967

Tank Car Lease and Service Contract Number L-54, dated November 16, 1981, and Rider Number 002, dated as of January 20, 1982, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
5	18,150 G., DOT 111A100W5; non-coiled and non-insulated; rubber lined	RTMX 2980-2984

14. LESSEE & ADDRESS:

TEXACO CHEMICAL COMPANY, a Division of Texaco, Inc., Houston, Texas.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number S-96, dated February 26, 1981, and Riders Number 1 and 1A, each dated as of February 26, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
15	25,000 gallon DOT 105A300W non-coiled and insulated tank cars	RTMX 2835-2849

15. LESSEE & ADDRESS:

UNION CARBIDE CORPORAION, 270 Park Avenue, New York, New York.

LEASE(S) & EQUIPMENT:

Tank Car Lease and Service Contract Number S41, dated May 5, 1977, Agreement of Amendment dated as of May 5, 1977, and Rider Number 15 dated as of June 25, 1981, related thereto.

<u>No. of Cars</u>	<u>Type</u>	<u>Car Nos.</u>
27 41/5	100-ton 30,000 gallons 111A100W1; non-coiled non-insulated	RTMX 12944-12970

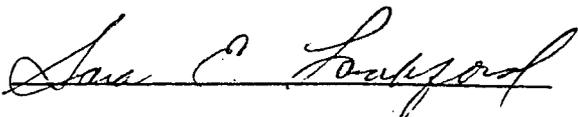
CERTIFICATE

We, the undersigned officers of Richmond Leasing Company, a corporation organized under the laws of the State of Delaware (the "Company"), hereby certify, in connection with the grant of a security interest in certain equipment and leases related thereto to be effectuated by the execution and delivery of the Security Agreement and Assignment pursuant to Section 6.13 of Article VI of the Revolving Credit Agreement dated as of March 2, 1981, as amended by the First Amendment to Revolving Credit Agreement dated as of September 4, 1981, and the Second Amendment to Revolving Credit Agreement dated as of June 17, 1982 (the Revolving Credit Agreement, as so amended, is hereinafter referred to as the "Agreement"), among the Company, Capital Bank, N.A., as agent, and Capital Bank, N.A., Chemical Bank, Manufacturers Hanover Trust Company, as lenders, as follows:

1. The Certificate of Incorporation and Bylaws of the Company have not been amended, modified, rescinded or revoked since March 2, 1981 and remain in full force and effect on the date hereof.

2. No bankruptcy or dissolution proceedings with respect to the Company have been commenced.

3. The persons named below are duly elected officers of the Company, now hold offices set opposite their respective names and have held such offices set opposite their respective names and have held such offices since prior to June 1, 1982; and the signature hereon opposite the name and title of each such person and officer is his or her correct signature.

<u>Title</u>	<u>Name</u>	<u>Signature</u>
Vice President - Finance	Dale A. Brubaker	
Secretary	Sara E. Lankford	

4. Attached hereto is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company at a meeting duly held in Houston, Texas on September 21, 1982, at which meeting a quorum was present and voting throughout; and such resolutions have not been amended, revoked, rescinded or modified and are now in full force and effect.

5. The Security Agreement and Assignment executed and delivered this date pursuant to Section 6.13 of Article VI of the Agreement is in the same form in which it was submitted to and approved by the Board of Directors at the meeting referred to in the immediately preceding paragraph.

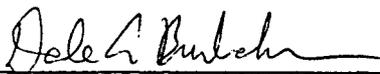
6. The representations and warranties contained in Article V of the Agreement are true and correct in all material respects on and as of the date hereof (except to the extent that the facts upon which such representations were based have been changed by the transactions contemplated by the Agreement).

7. There exists on the date hereof no Event of Default as defined in the Agreement, and no condition, event or act which, with the giving of notice or the lapse of time or both, would become such an Event of Default.

In witness whereof, the undersigned have executed this certificate and affixed the corporate seal of the Company hereto this 21st day of September, 1982.



RICHMOND LEASING COMPANY
Secretary



RICHMOND LEASING COMPANY
Vice President - Finance

RESOLUTIONS OF RICHMOND LEASING COMPANY

RESOLVED, that the officers of the Company, or any one of them, are hereby authorized, empowered and directed, in the name and on behalf of the Company to grant a security interest or interests to Capital Bank, N.A., as agent (the "Agent") for itself, Chemical Bank, Manufacturers Hanover Trust Company, Mellon Bank, N.A. and Bank of the Southwest National Association (the "Lenders"), in equipment and leases of the Company pursuant to Section 6.13 of Article VI of the Revolving Credit Agreement dated as of March 2, 1981, as amended by the First Amendment to Revolving Credit Agreement dated as of September 4, 1981, and the Second Amendment to Revolving Credit Agreement dated as of June 17, 1982 (the Revolving Credit Agreement, as so amended, is hereinafter referred to as the "Agreement"), among the Company, the Agent and the Lenders, providing for loans to the Company in an aggregate principal amount not to exceed \$50,000,000, such security interest to be upon such terms and conditions as said officers, or any one of them, may deem advisable; and further

RESOLVED, that the form, terms and provisions of the proposed Security Agreement and Assignment in the form presented to the Board of Directors to be filed with the permanent records of the Company, are hereby in all respects approved; that the President or any Vice President of the Company is authorized, empowered and directed, in the name and on behalf of the Company to execute and deliver to the Agent the Security Agreement and Assignment, substantially in the form thereof presented to the Board of Directors and hereby approved, with such changes therein as the officer executing the same shall approve, such approval to be conclusively evidenced by his execution thereof; and further

RESOLVED, that the said officers of the Company, or any of them, are hereby authorized, empowered and directed to do or cause to be done all acts or things, including the execution and delivery of such further documents, as they may deem necessary or advisable, in the name and on behalf of the Company to effectuate the general purpose and intent of the foregoing resolutions relating to the Agreement and the Security Agreement and Assignment to be executed pursuant to Section 6.13 of Article VI thereof, and the transactions contemplated thereby, and to enable the Company to perform its obligations under the foregoing instruments; and further

RESOLVED, that the execution by the said officers, or any of them, of any document authorized by the foregoing resolutions or any action or actions so authorized, is and shall become upon delivery the enforceable and binding act and obligation of the Company without the necessity of the signature or attestation of any other officer of the Company or the affixing of the corporate seal; and that the Secretary of the Company is hereby authorized, empowered and directed to attest any document authorized by the foregoing resolutions if he deems such attestation necessary or advisable; and further

RESOLVED, that all acts, transactions or agreements undertaken or entered into prior to this Meeting by any officer or representative of the Company in its name or for its account with the Lenders in connection with the foregoing matters are hereby in all respects ratified, adopted, affirmed and approved; and further

RESOLVED, that the Secretary of the Company is hereby authorized and directed to certify these resolutions to the Agent and the Lenders.