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RECORDATION NO. _____ Filed 1425

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RIDER A

INTERSTATE COMMERCE COMMISSION

Rider A attached to and made a part of that certain Lease Agreement ("Agreement"), dated the 1st day of September, 1981, by and between RACE LEASING COMPANY, an Ohio partnership ("Lessor") and LCP TRANSPORTATION, INC. ("Lessee"). Terms defined in the Agreement shall have their respective defined meanings when used herein.

The provisions of the Agreement notwithstanding, Lessor and Lessee hereby agree as follows:

1. Paragraph IX of the Agreement shall be amended by the substitution of the following new Subparagraph (b) for the former Subparagraph (b) thereof:

"Lessee shall maintain at all times on the Equipment, at its expense, property damage, direct damage and liability insurance in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor; provided, that the amount of direct damage insurance shall not on any date be less than the greater of the full replacement value of the Equipment as of such date. Each insurance policy will, among other things, name MHLC (as hereinafter defined) as an additional insured or as loss payee (as the case may be), require that the insurer give MHLC at least thirty (30) days prior written notice of any alteration in or cancellation of the terms of such policy, and require that the interests of MHLC be continued insured regardless of any breach of or violation by Lessee of any warranties, declarations or conditions contained in such insurance policy. At MHLC's option, Lessee shall furnish to MHLC a certificate or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that MHLC shall be under no duty to ascertain as to the existence or adequacy of such insurance."

2. Paragraph XIII is hereby amended by the addition of the following new Subparagraph (e) following existing Subparagraph (d):

"(e) Lessee assumes liability for, and shall indemnify, protect, save and keep harmless Lessor, MHLC (as hereinafter defined), and each of their agents, servants, successors and assigns (each of whom shall be an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any Indemnitee, in any way relating to or arising out of this agreement or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects,

whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark or copyright infringement); provided, however, that Lessee shall not be required to indemnify any Indemnatee for loss or liability arising from acts or events which occur after the Equipment has been returned to Lessor in accordance with this agreement, or for loss or liability resulting solely from the willful misconduct of such Indemnatee. The provisions of this Paragraph shall survive the expiration or earlier termination of this agreement."

3. Paragraph XIV of the Agreement is hereby amended by the addition at the end of the first sentence thereof of the following:

Any such sublease permitted hereunder shall (i) be in compliance with all applicable laws and governmental regulations, (ii) not affect or reduce any of the obligations of Lessee under this Agreement and all obligations of Lessee hereunder shall continue in full force and effect as the obligations of a principal and not the obligations of a surety, (iii) cause the rights of the Lessee thereunder to be subject and subordinate under the express terms of such sublease to all the terms of, and all the rights of Lessor under this Agreement (including, without limitation to, the rights and remedies of Lessor under Paragraph XVII as amended hereof whether or not such sublessee shall be in default under its sublease), (iv) have all Lessee's right, title and interest in and to such sublease assigned to Lessor and to Lessor's assignee under Paragraph XV, by an instrument satisfactory in form and substance to Lessor and to Lessor's assignee under Paragraph XV, as security for Lessee's obligations under this Agreement, and (v) the insurance required to be maintained by Lessee pursuant to Paragraph IX hereof shall continue in full force and effect irrespective of such sublease. Notwithstanding any of the foregoing, any such sublease shall only be permitted if entered into with one of the corporations listed on Exhibit A hereto or a corporation wholly-owned by one of such corporations, and only if such sublessee has executed a guaranty to MHLC in form and substance acceptable to MHLC.

4. Paragraph XV shall be amended to read as follows:

"XV.
ASSIGNMENT BY LESSOR TO MHLC.

For the purpose of providing funds for financing the purchase of the Equipment hereunder, or for any other purpose, the Lessor may, without notice, assign all its right, title, and interest in and to the Equipment and moneys due and to become due to the lessor hereunder to Manufacturers Hanover Leasing Corporation, a New York corporation ("MHLC"). In such event, all the provisions of this agreement for the benefit of the Lessor shall inure to the benefit of and may be exercised by or on behalf of MHLC, and all rental payments due and to become due under this

agreement and assigned to MHLC shall be paid directly to MHLC, and the right of MHLC to the payment of assigned rentals hereunder shall not be subject to any defense, counterclaim, or setoff which the Lessee may have against the Lessor, but shall be limited to any defense the Lessee or the Lessor may have against MHLC.

Lessee acknowledges that Lessor has entered into a Loan and Security Agreement with MHLC dated JANUARY 28, 1982, 1982, ("Loan Agreement") that a copy of said Loan Agreement has been furnished to Lessee, and that MHLC has a security interest in the Equipment. Lessor and Lessee further acknowledge and agree (i) that in the event of any conflict between the Loan Agreement and this agreement the provisions of the Loan Agreement shall prevail; and (ii) that this agreement is in all respects subject and subordinate to the Loan Agreement and the terms and conditions set forth therein and that all rights of Lessee hereunder are subordinate in all respects to the rights of MHLC under the Loan Agreement including, without limitation, the rights and remedies of MHLC under Section 8 thereof whether or not the Lessee is in default hereunder. Lessee further acknowledges that none of Lessor's obligations hereunder has been assigned to MHLC."

5. Paragraph XVI is hereby amended by the substitution of "MHLC" (a) for "a banking institution" in Subparagraph (c) thereof and (b) for "such banking institution" in Subparagraph (e) thereof.

6. Paragraph XVII shall be amended by the addition at the end thereof of the following:

"Notwithstanding any of the foregoing, Lessee shall not exercise any rights or options under this Paragraph XVII without the express written consent of MHLC."

7. Paragraph XVIII shall be amended by the addition at the end thereof of the following:

"Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this agreement.

"In addition, Lessee shall be liable for any and all unpaid rent and other amounts due hereunder before or during the exercise of any of the foregoing remedies and for all legal fees and other costs and expenses incurred by reason of the occurrence of any default or the exercise of Lessor's remedies with respect thereto, including all costs and expenses incurred in connection with the placing of the Equipment in the condition required by Paragraph VIII hereof. Lessee shall further be liable for interest on any amount demanded hereunder at a rate equal to 18 percent per annum, or, if lower, the highest rate permitted by law, from the date of demand until paid in full.

"No remedy referred to in this Paragraph XVIII is intended to be exclusive but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity; and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies. No express or implied waiver by Lessor of a default shall in any way be, or be construed to be, a waiver of any future or subsequent default. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, or lease or otherwise use the Equipment in mitigation of Lessor's damages or losses or which may otherwise limit or modify any of Lessor's rights or remedies under this agreement. After the occurrence of any default, the acceptance by Lessor of any payment of rent or other sum owned by Lessee pursuant hereto shall not constitute a waiver by Lessor of such default, regardless of Lessor's knowledge or lack of knowledge thereof at the time of acceptance of any such payment, and shall not constitute a reinstatement of this agreement if this agreement shall have been declared in default by Lessor pursuant hereto, unless Lessor shall have agreed in writing to reinstate the agreement and to waive the default."

8. The following new Paragraphs are hereby added to the Agreement:

"XXIII.
LESSEE'S OBLIGATIONS.

This agreement is a net lease, and Lessee's obligation to pay all rent and all other amounts payable hereunder is ABSOLUTE AND UNCONDITIONAL under any and all circumstances and shall not be affected by any circumstances of any character whatsoever, including, without limitation, (i) any set-off, counterclaim, recoupment, defense, abatement or reduction or any right which Lessee may have against Lessor, against the manufacturer or supplier of any item of Equipment or against anyone else for any reason whatsoever; (ii) any defect in the title, condition, design, or operation of, or lack of fitness for use of, or any damage to, or loss of, all or any part of the Equipment from any cause whatsoever; (iii) the existence of any liens with respect to the Equipment; (iv) the invalidity, unenforceability or disaffirmance of this agreement or any other document related hereto; or (v) the prohibition of or interference with the use or possession by Lessee of all or any part of the Equipment, for any reason whatsoever, including without limitation, by reason of (1) claims for patent, trademark or copyright infringement; (2) present or future governmental laws, rules or orders; (3) the insolvency, bankruptcy or reorganization of any person; and (4) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which may at any time

hereafter be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any item of Equipment. If for any reason whatsoever this agreement, shall be terminated in whole or in part by operation of law or otherwise, Lessee will nonetheless pay to Lessor an amount equal to each installment of rent at the time such installment would have become due and payable in accordance with the terms hereof. Each payment of rent or other amount paid by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor or MHLC for any reason whatsoever.

"XXIV.

DISCLAIMER; ASSIGNMENT OF WARRANTIES.

(a) NEITHER LESSOR NOR MHLC MAKES NOR SHALL BE DEEMED TO HAVE MADE AND LESSEE HEREBY EXPRESSLY WAIVES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR AS TO THE TITLE TO OR LESSOR'S OR LESSEE'S INTEREST IN THE EQUIPMENT OR AS TO ANY OTHER MATTER RELATING TO THE EQUIPMENT OR ANY PART THEREOF.

LESSEE CONFIRMS THAT IT HAS SELECTED THE EQUIPMENT AND EACH PART THEREOF ON THE BASIS OF ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES MADE BY LESSOR OR BY MHLC, AND LESSEE ACKNOWLEDGES THAT NOR MHLC LESSOR IS NOT A MANUFACTURER OR VENDOR OF ANY PART OF THE EQUIPMENT.

NEITHER LESSOR NOR SHALL MAKES BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE ACCOUNTING TREATMENT TO BE ACCORDED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR AS TO ANY TAX CONSEQUENCES AND/OR TAX TREATMENT THEREOF, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY TO LESSOR OR LESSEE OF INVESTMENT TAX CREDITS OR DEPRECIATION DEDUCTIONS AND INCLUDING BUT NOT LIMITED TO METHODS OF CALCULATING ANY SUCH INVESTMENT TAX CREDITS OR DEPRECIATION DEDUCTIONS.

(b) Lessor hereby assigns to Lessee such rights as Lessor may have (to the extent Lessor may validly assign such rights) under all manufacturers' and suppliers' warranties with respect to the Equipment; provided, however, that the foregoing rights shall automatically revert to Lessor upon the occurrence and during the continuance of any default hereunder, or upon the return of the Equipment to Lessor. Lessee agrees to settle all claims with respect to the Equipment directly with the manufacturers or suppliers thereof, and to give Lessor prompt notice of any such settlement and the details of such settlement.

"XXV.
LESSOR'S RIGHT TO PERFORM.

If Lessee fails to make any payment required to be made by it hereunder or fails to perform or comply with any of its other agreements contained herein, Lessor may itself make such payment or perform or comply with such agreement, and the amount of such payment and the amount of the reasonable expenses of Lessor incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the rate of 18% per annum, or if lower, the highest rate of interest permitted by applicable law, shall be deemed to be additional rent, payable by Lessee on demand.

"XXVI.
FURTHER ASSURANCES; FINANCIAL INFORMATION.

(a) Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time request in order to more effectively carry out the intent and purpose of this agreement and to establish and protect the rights, interests and remedies created or intended to be created in favor of Lessor hereunder, ~~including, without limitation, the execution and filing of Uniform Commercial Code financing statements in the jurisdictions in which the Equipment is located from time to time. To the extent permitted by applicable law, Lessee hereby authorizes Lessor to file any such financing statements without the signature of Lessee.~~

(b) Lessee will qualify to do business, and remain qualified in good standing, in each jurisdiction in which the Equipment is from time to time located in excess of 30 days.

(c) Lessee will furnish to Lessor and to MHLC (a) as soon as available, but in any event not later than 120 days after the end of each fiscal year of Lessee, a consolidated balance sheet of Lessee^s as at the end of such fiscal year, and consolidated statements of income and changes in financial position of Lessee^s for such fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and certified by certified public accountants acceptable to Lessor; (b) as soon as available, but in any event not later than 60 days after the end of each of the first ~~eleven months~~ ^{three} of each fiscal year of Lessee, a consolidated balance sheet of Lessee^s as at the end of such ~~month~~ ^{quarters} and a consolidated statement of income of Lessee^s for such ~~month~~ and for the portion of the fiscal year then ended, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and certified by the chief financial officer of Lessee; and (c) promptly, such additional financial and other information as Lessor may from time to time reasonably request.

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quarter

* Parent and consolidated Subsidiaries, including Lessee,

"XXVII.
NOTICES.

All notices, demands and other communications hereunder shall be in writing, and shall be deemed to have been given or made when deposited in the United States mail, first class postage prepaid, addressed as follows or to such other address as any of the following persons may from time to time designate in writing to the other persons listed below:

Lessor: Race Leasing Company
3662 Westchase
Houston, Texas 77042

Lessee: LCP Transportation, Inc.
Raritan Plaza II
Raritan Center
Edison, New Jersey 08857

Lessee and Lessor hereby agree that except as expressly supplemented or modified hereby, the terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 11th day of FEB, 1982.

RACE LEASING COMPANY

LCP TRANSPORTATION, INC.

By: WEasley

By: WC Calvert, Jr

Title: Partner

Title: President

JCB

Exhibit A

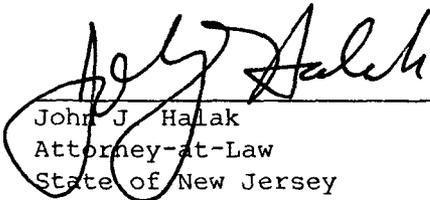
Exhibit A to Rider A to Lease Agreement dated September 1, 1981, between Race Leasing Company as Lessor and LCP Transportation, Inc.

Permitted Sublessees

LCP Plastics, Inc.
Plastic Industries, Inc.
LCP Chemicals - New Jersey, Inc.
LCP Chemicals - New York, Inc.
LCP Chemicals - North Carolina, Inc.
LCP Chemicals - Georgia, Inc.
LCP Chemicals - West Virginia, Inc.
LCP Chemicals - Maine, Inc.
LCP Plastics - North Carolina, Inc.
LCP Plastics - Georgia, Inc.
LCP Enterprises, Inc.
Linder Chemicals and Plastics, Inc.

State of New Jersey
County of Middlesex

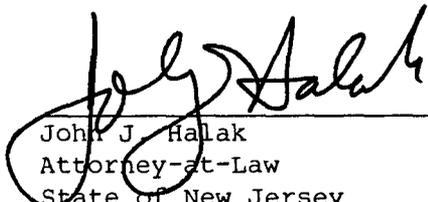
On the 11th day of February, 1982 before me personally appeared W. C. Calvert, Jr., to me personally known, who being by me duly sworn, says that he is the President of LCP Transportation, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument 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.



John J. Halak
Attorney-at-Law
State of New Jersey

State of New Jersey
County of Middlesex

On the 11th day of February, 1982, before me personally appeared
W. E. Askey to me known to be the person described
in and who executed the foregoing instrument and he acknowledged
that he executed the same as his free act and deed.



John J. Halak
Attorney-at-Law
State of New Jersey