

BRACEWELL & PATTERSON

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

RECORDATION NO. 11210-A
Filed 1425

JAN 22 1980 - 2 12 PM

INTERSTATE COMMERCE COMMISSION

1150 CONNECTICUT AVENUE N.W.
WASHINGTON, D. C. 20036
202 828 5800
TELEX 89 2573
22 GROSVENOR SQUARE
LONDON W1X 0DY
01 491 4805
TELEX 23459
AMERICAN BANK TOWER
AUSTIN, TEXAS 78701
512 472 7800

RECORDATION NO. 11210-B
Filed 1425

January 15, 1980

JAN 22 1980 - 2 12 PM

INTERSTATE COMMERCE COMMISSION

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

No. 0-022A114

Date JAN 22 1980

Fee \$ 20.00

ICC Washington, D. C.

Re: Filing, pursuant to 49 U.S.C.A. §20c, of
Certificates supplementing Equipment Lease
Agreement previously filed

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C.A. §20c, and in accordance with 49
C.F.R. §1116, enclosed for filing are two sets of Certifi-
cates which supplement an Equipment Lease Agreement filed
under Recordation No. 11210 on December 18, 1979, at 1:35
p.m. Each set of Certificates consists of two original
Certificates and three certified true copies thereof.

The Equipment Lease Agreement previously filed and the
Certificates enclosed with this letter relate to 50 new
2,300 cubic foot capacity bottom dump "Rapid Discharge" TM
manually operated cars manufactured by Ortner Freight Car
Company, with A.A.R. Mechanical Designation No. HTS, each of
which is marked "Lessor: Greyhound Leasing & Financial
Corporation" and respectively bears a serial number from
among the numbers WRRRC 424 through WRRRC 473, inclusive. One
set of the enclosed Certificates relates to cars numbered
424 through 448, and the other set of enclosed Certificates
relates to cars numbered 449 through 473. The parties to
the Equipment Lease Agreement are as follows:

Lessor: Greyhound Leasing & Financing Corporation
Greyhound Tower
Phoenix, Arizona 85077

Lessee: Western Rail Road Company
P.O. Box 107
Houston, Texas 77011

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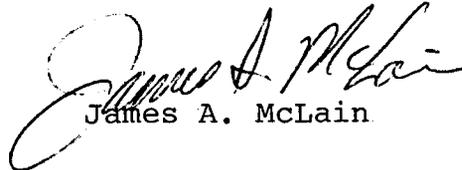
Hon. Agatha L. Mergenovich
January 15, 1980
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Please stamp all the enclosed documents with your file stamp, retain two of the certified true copies from each set in the files of the Commission, and return the two stamped originals and one of the stamped certified true copies from each set to me at the letterhead address.

I have enclosed two checks, each in the amount of \$10.00 in payment of the recordation fee for the two sets of Certificates enclosed. I have also enclosed an additional copy of this letter. Please acknowledge the receipt of this letter and the enclosures transmitted to you herewith by marking the additional letter copy with your file stamp and returning it to me at the letterhead address. Should you have any questions or need further information regarding this matter, please contact me by collect telephone call at (713) 223-2900.

Very truly yours,

Bracewell & Patterson



James A. McLain

JAM/mm
Enclosures

cc: Mr. Steven W. Bienstock
Greyhound Leasing & Financial Corporation
Greyhound Tower
Phoenix, Arizona 85077

Mr. John Mills
Western Rail Road Company
P.O. Box 107
Houston, Texas 77011

Certified Mail - Return Receipt Requested

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INTERSTATE COMMERCE COMMISSION

CERTIFICATE OF INSPECTION AND ACCEPTANCE

WESTERN RAIL ROAD COMPANY ("Lessee") does hereby certify to GREYHOUND LEASING & FINANCIAL CORPORATION ("Lessor") that the ~~Twenty~~ ^{FIVE} (25) new 2300 cubic foot capacity bottom dump "Rapid Discharge" TM manually operated Aggregate cars ("Cars") manufactured by Ortner Freight Car Company ("Manufacturer") bearing the identifying reporting marks and Car numbers of Lessee as follows:

424 - 448

has (have) been delivered as of this 13th day of December, 1979, ("Delivery Date"), pursuant to the Equipment Lease Agreement dated as of September 24, 1979, between Lessor and Lessee (the "Lease"); and the Lease with respect to said Car(s) shall commence as of the said Delivery Date.

The Lessee further certifies:

1. That during the manufacture of said Car(s) by the Manufacturer, Lessee, through qualified inspectors, inspected in accordance with inspection and testing practices and methods which, in their opinion, are adequate for the protection of Lessor, the materials and other components incorporated in and the construction of said Car(s).
2. That the materials and other components incorporated in and the construction of said Car(s) comply fully with, and said Car(s) has (have) been completed in full accordance with, the Specifications referred to in the Lease; and was (were) otherwise in all respects satisfactory and acceptable to Lessee on said Delivery Date;
3. That said Car(s) has (have) been delivered in good order and ready for service by the Manufacturer directly to Lessee and has (have) been accepted by Lessee as of the Delivery Date in accordance with the provisions of the Lease;
4. That there was plainly, distinctly and conspicuously placed upon each side of the said Car(s) at the time of its delivery and acceptance a legend bearing the following words in letters not less than one (1) inch in height:

"GREYHOUND LEASING & FINANCIAL CORPORATION,
PHOENIX, ARIZONA,
OWNER AND LESSOR"

5. That the representations and warranties contained in paragraph 5(b) of the Lease were true as of the Delivery Date, and that there has been no Event of Default as defined in paragraph 13(a) of the Lease as of the Delivery Date.

DATED: 12/27/79

WESTERN RAIL ROAD COMPANY
("Lessee")

By Jenna W. Tomala
Its: Vice President

2. Amendment to Warrant. The Warrant shall be and hereby is amended by deleting the date "January 31, 1984" appearing (a) in the legend on page 1 of the Warrant, (b) in line 9 of the first paragraph of the Warrant and (c) in Section 21 of the Warrant and substituting in each instance, in lieu thereof, the date "December 31, 1985".

3. Miscellaneous. This Third Amendment is executed as and shall constitute an amendment to the Warrant and shall be construed in connection with and as a part of the Warrant and all the terms of the Warrant, as amended by this Third Amendment are hereby ratified, confirmed and approved.

4. Effect Limited. Except as expressly amended herein, all of the covenants and provisions of the Warrant are and shall continue to remain unamended and in full force and effect.

5. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

LINDEN CHEMICAL & PLSATICS, INC.

By _____
Title:

MANUFACTURERS HANOVER TRUST
COMPANY

By _____
Title:

EXHIBIT E

[Intentionally omitted from this copy of the Agreement.]

EXHIBIT F

[Intentionally omitted from this copy of the Agreement.]

BORROWING CERTIFICATE

Each of the undersigned corporations in connection with the loans requested to be made to LINDEN CHEMICALS & PLASTICS, INC., a Delaware corporation (the "Company") under the Bank Loan Agreement among the undersigned corporations and Manufacturers Hanover Trust Company (the "Bank"), dated as of December __, 1979, hereby certifies as follows:

1. All representations and warranties of the Borrowers set forth in Section 3 of said Bank Loan Agreement are true and correct on and as of the date hereof.

2. No Default or Event of Default (as defined in the said Bank Loan Agreement) is in existence on the date hereof or shall occur as a result of any loan being requested to be made on the date hereof.

IN WITNESS WHEREOF, the undersigned corporations by their duly authorized officers have executed this Certificate on the _____ day of _____, 1979.

LINDEN CHEMICALS & PLASTICS,
INC.

By _____
Title:

LCP CHEMICALS-GEORGIA, INC.

By _____
Title:

LCP CHEMICALS-NEW JERSEY, INC.

By _____
Title:

LCP CHEMICALS-NEW YORK, INC.

By _____
Title:

LCP CHEMICALS-NORTH CAROLINA, INC.

By _____
Title:

LCP PLASTICS, INC.

By _____
Title:

LCP TRANSPORTATION, INC.

By _____
Title:

PLASTICS INDUSTRIES, INC.

By _____
Title:

MANUFACTURERS HANOVER TRUST
COMPANY

By _____
Title: