RECORDATION NO. 11618-S Filed 1425

AUG 18 1982 10 25 AM

INTERSTATE COMMERCE COMMISSION

RICHMOND LEASING COMPANY
1700 West Loop South
Suite 1500
Houston, Texas 77027

August 18, 1982

8/18/82
10.00
Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a Supplemental Agreement to various Equipment Trust Agreements relating to railroad cars used or intended for use in connection with interstate commerce as follows:

> Three (3) executed counterparts of a Supplemental Agreement dated as of July 1, 1982 by and between Chemical Bank, Trustee, The First National Bank of Fort Worth, Trustee, Mercantile National Bank at Dallas, Trustee, and Richmond Leasing Company.

The address of Richmond Leasing Company is 1700 West Loop South, Houston, Texas 77027. The address of Chemical Bank is 55 Water Street, New York, New York 10087. The address of The First National Bank of Fort Worth is One Burnett Plaza, Fort Worth, Texas 76101. The address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

L. Hewitt Newberry 8/18/82

Counterpart

The three copies of the Supplemental Agreement enclosed herein are being filed in connection with an Equipment Trust Agreement between Mercantile National Bank at Dallas as Trustee and Richmond Leasing Company dated as of August 15, 1979 and filed with the ICC at 12:00 A.M. on March 31, 1980 under Recordation No. 11618.

Please be advised that the Supplemental Agreement merely modifies certain language contained in the Equipment Trust Agreement as the same may have been supplemented, modified or amended heretofore and does not add to or delete from the Equipment Trust Agreement any railroad equipment.

Enclosed is a check to cover the recordation fee.

You are hereby authorized to deliver one executed copy of the Supplemental Agreement, with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By Kenneth W. Harbin

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of July 1, 1982, by and among CHEMICAL BANK, a New York banking corporation, as trustee under the Series 4 Agreement and the Series 5 Agreement, as hereinafter defined (the "Series 4 and 5 Trustee"); THE FIRST NATIONAL BANK OF FORT WORTH, a national banking association, as trustee under the Series 6 Agreement and the Series 7 Agreement, as hereinafter defined (the "Series 6 and 7 Trustee"); MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee for the Series 10 Agreement, the Series 12 Agreement, the Series 13 Agreement, the Series 14 Agreement, the Series 15 Agreement and the Series 16 Agreement, each as hereinafter defined (the "Trustee"); and RICHMOND LEASING COMPANY, a Delaware corporation (the "Company"),

PRELIMINARY STATEMENT

The Series 4 and 5 Trustee (as successor trustee to Security National Bank, a national banking association) and the Company (as successor to Marathon Leasing Company, a Delaware corporation) are parties to the following Equipment Trust Agreements:

(a) Equipment Trust Agreement, dated as of September 1, 1972, and filed with the Interstate Commerce Commission ("ICC") at 4:10 p.m. on September 12, 1972, under Recordation No. 6732, as

amended and supplemented by a Supplemental Agreement, effective as of October 15, 1974, and filed with the ICC (as so amended and supplemented, the "Series 4 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $2,600,000 (the "Series 4 Trust Certificates"); and

(b) Equipment Trust Agreement, dated as of April 1, 1973, and filed with the ICC at 1:15 p.m. on May 1, 1973, under Recordation No. 7011, as amended and supplemented by a Supplemental Agreement, effective as of October 15, 1974, and filed with the ICC (as so amended and supplemented, the "Series 5 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $3,000,000 (the "Series 5 Trust Certificates").

The Series 6 and 7 Trustee and the Company are parties to the following Equipment Trust Agreements:

(c) Equipment Trust Agreement, dated as of March 1, 1974, and filed with the ICC at 4:30 p.m. on March 25, 1974, under Recordation No. 7445, as amended and supplemented by a Supplemental Agreement, effective as of October 15, 1974, and filed with the ICC (as so amended and supplemented, the "Series 6 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $3,000,000 (the "Series 6 Trust Certificates"); and

(d) Equipment Trust Agreement, dated as of February 1, 1975, and filed with the ICC at 4:40 p.m. on February 24, 1975, under Recordation No. 7848, as amended and supplemented by an Amendment No. One, dated as of February 1, 1975, and filed with the ICC (as so amended and supplemented, the "Series 7 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $2,750,000 (the "Series 7 Trust Certificates").

The Trustee and the Company are parties to the following Equipment Trust Agreements:

(e) Equipment Trust Agreement, dated as of January 19, 1977, and filed with the ICC on January 21, 1977, under Recordation No. 8665,

as amended and supplemented by a First Amendment to Equipment Trust Agreement, dated as of September 15, 1980, and filed with the ICC (as so amended and supplemented, the "Series 10 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $10,000,000 (the "Series 10 Trust Certificates");

(f) Equipment Trust Agreement, dated as of February 1, 1978, and filed with the ICC at 3:55 p.m. on February 22, 1978, under Recordation No. 9246, as amended and supplemented by a First Supplement to Equipment Trust Agreement and a Release of Equipment from Equipment Trust Agreement, each dated as of May 31, 1978, by a Second Supplement to Equipment Trust Agreement dated as of July 20, 1979, by a Third Supplement to Equipment Trust Agreement dated as of October 31, 1979, and by a Fourth Supplement to Equipment Trust Agreement dated as of February 21, 1980, each of which was filed with the ICC (as so amended and supplemented, the "Series 12 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $10,000,000 (the "Series 12 Trust Certificates");

(g) Equipment Trust Agreement, dated as of August 15, 1979, and filed with the ICC at 12:00 a.m. on March 31, 1980, under Recordation No. 11618, as amended and supplemented by a First Supplement to Equipment Trust Agreement dated as of May 1, 1980, by a Second Supplement to Equipment Trust Agreement dated as of June 2, 1980, by a Third Supplement to Equipment Trust Agreement dated as of June 30, 1980, by a Fourth Supplement to Equipment Trust Agreement dated as of June 30, 1980, by a Fifth Supplement to Equipment Trust Agreement dated as of August 7, 1980, and by a Sixth Supplement to Equipment Trust Agreement dated as of August 28, 1980, each of which was filed with the ICC (as amended and supplemented, the "Series 13 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $10,000,000 (the "Series 13 Trust Certificates");

(h) Equipment Trust Agreement, dated as of June 15, 1980, and filed with the ICC at 11:15 a.m. on August 29, 1980, under Recordation No. 12141, as amended and supplemented by a

First Supplement to Equipment Trust Agreement and a Release of Equipment from Equipment Trust Agreement, each dated as of September 30, 1980, and each of which was filed with the ICC (as so amended and supplemented, the "Series 14 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $10,000,000 (the "Series 14 Trust Certificates");

(i) Equipment Trust Agreement, dated as of September 15, 1980, and filed with the ICC at 1:45 p.m. on October 14, 1980, under Recordation No. 12298, as amended and supplemented by a First Supplement to Equipment Trust Agreement and a Release of Equipment from Equipment Trust Agreement, each dated as of December 18, 1980, and each of which was filed with the ICC (as so amended and supplemented, the "Series 15 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $10,000,000 (the "Series 15 Trust Certificates"); and

(j) Equipment Trust Agreement, dated as of November 15, 1980, and filed with the ICC at 9:30 a.m. on March 23, 1981, under Recordation No. 12992 (the "Series 16 Agreement"), pursuant to which there were issued Trust Certificates in the aggregate original principal amount of $10,000,000 (the "Series 16 Trust Certificates").

Teachers Insurance and Annuity Association of America, a New York corporation ("Teachers") is the present holder of all the outstanding Series 4 Trust Certificates, Series 5 Trust Certificates, Series 6 Trust Certificates, Series 7 Trust Certificates, Series 10 Trust Certificates, Series 12 Trust Certificates, Series 13 Trust Certificates, Series 14 Trust Certificates, Series 15 Trust Certificates and Series 16 Trust Certificates.

The Series 4 and 5 Trustee and the Company are desirous of amending the Series 4 Agreement and the Series 5 Agreement as herein provided.

The Series 6 and 7 Trustee and the Company are desirous of amending the Series 6 Agreement and the Series 7 Agreement as herein provided.

The Trustee and the Company are desirous of amending the Series 10 Agreement, the Series 12 Agreement, the Series 13 Agreement, the Series 14 Agreement, the Series 15 Agreement and the Series 16 Agreement as herein provided.

Teachers has consented that the Series 4 Agreement, the Series 5 Agreement, the Series 6 Agreement, the Series 7 Agreement, the Series 10 Agreement, the Series 12 Agreement, the Series 13 Agreement, the Series 14 Agreement, the Series 15 Agreement and the Series 16 Agreement (collectively called the "Agreements") be amended as herein provided.

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

1. The Agreements are hereby amended as follows:

(a) Section 5.08 of each of the Agreements is hereby amended to read as follows:

Section 5.08. Maintenance of Trust Equipment. The Company agrees that it will maintain and keep or

cause others to maintain and keep the Trust Equipment in good running order and proper repair without cost or expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise. Whenever any of the Trust Equipment shall become worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, the Company shall, at its option:

(1) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the fair value thereof as of the date such Trust Equipment became worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, and shall deposit with the Trustee an amount in cash equal to such fair value (as determined under subparagraph (1) of the fifth paragraph of Section 5.06 hereof). Cash deposited with the Trustee pursuant to this subparagraph (1) of this first paragraph of Section 5.08 shall be held and applied as provided for in the fourth paragraph of Section 5.06 hereof; or

(2) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the depreciated value thereof (as computed on a reproduction cost basis in accordance with the regulations of the Association of American Railroads presently in effect, except that the reproduction cost used in such computation shall be in accordance with such regulations then in effect) as of the date such Trust Equipment became worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, and shall deposit with the Trustee an amount in cash equal to such depreciated value. If payment for such Trust Equipment is to be made to the Company by a third party, except as is otherwise provided herein, the Company shall not be required to deposit with the Trustee the depreciated value until such payment is received by the Company. The Company agrees to make all reasonable efforts to obtain payment from such third party at the earliest possible date. Anything contained herein to the contrary notwithstanding: (i) the amounts

deposited with the Trustee pursuant to this subparagraph (2) shall be treated in the same manner as rental paid to the Trustee pursuant to Section 5.04(b)(4) hereof and, at the next succeeding sinking fund redemption date, shall be applied pursuant to Sections 3.02 and 3.03 hereof to redeem a principal amount of the Trust Certificates equal to such depreciated value; and (ii) such deposits and redemptions called for by this subparagraph (2) shall be in addition to the compulsory sinking fund and the redemption provisions set forth in Article Three and Section 5.04(b)(4) hereof. Until applied to redeem a portion of the Trust Certificates as provided herein, amounts deposited pursuant to this subparagraph (2) shall be invested by the Trustee, on Request, in Investment Securities in accordance with Section 9.05 hereof. Actions by the Company in complying with the provisions of this subparagraph (2) shall relieve the Company of any further obligation to replace such Trust Equipment or to deposit cash in lieu thereof under subparagraph (1) of this first paragraph of this Section 5.08; provided, however, that in any event, payment of the depreciated value pursuant to this subparagraph (2) shall be made by the Company no later than 180 days following the date of the Engineer's Certificate delivered pursuant hereto.

The rights and remedies of the Trustee to enforce this Agreement or to recover any of the rental payments shall not be affected by reason of any such occurrence as described above in this Section 5.08.

The Company covenants and agrees to furnish to the Trustee and to the Long-Term Purchaser whenever required by either the Trustee or the Long-Term Purchaser, but at least once on or before April 30 in every calendar year following 1982 and during the continuance of the lease provided for herein, an Officers' Certificate, dated as of the preceding February 1 stating (1) the number of units of the Trust Equipment then covered hereby and under sublease, together with a list and description of sublessees thereunder, the units of Trust Equipment (identified by car number) covered by each sublease and the term and monthly rental under each sublease, (2) the amount, description and numbers of all Trust Equipment that may have become worn out, unsuitable

for use, lost, destroyed or taken or requisitioned by condemnation or otherwise since the date of the last preceding statement (or January 1, 1981 in case of the first statement), (3) the number of units of the Trust Equipment which the Company has been notified are then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs, (4) that in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or January 1, 1981 in the case of the first statement), the marks required by Section 5.07 hereof have been preserved, or that such Trust Equipment when repainted or repaired has been again marked as required thereby, (5) all normal maintenance and repair work on the Trust Equipment has been done and all such Trust Equipment is in good condition and repair and in proper running order, and (6) based on the most recent reports provided to the Company by the lessee (or sublessee) under any lease (or sublease) of the units of Trust Equipment, the location of all units of Trust Equipment which are outside of the United States of America (or any state thereof or the District of Columbia) as of the most recent date reflected in such reports. The Officers' Certificate shall be accompanied by a certificate or letter from the Company's independent certified public accountants of nationally recognized standing, prepared in connection with their audit for the fiscal year ended on the preceding December 31, and stating that they have examined the Existing Leases and subleases entered into pursuant to Section 5.09 hereof, and that they have received such confirmations as they deem appropriate in accordance with generally accepted auditing standards from lessees under the Existing Leases, or subleases entered into pursuant to Section 5.09 hereof, that such lessees have possession of the specified portion of the Equipment subject to the Existing Leases, or subleases entered into pursuant to Section 5.09 hereof, entered into between the Company and such lessees. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect the Trust Equipment at the then existing locations thereof.

(b) Section 6.01 of each of the Agreements is hereby amended by adding the following new subparagraph (h) at the end of the first paragraph thereof:

(h) any representation, warranty or statement made by the Company in the Purchase Agreement or in this Agreement, or in any certificate or other instrument delivered hereunder or thereunder shall be incorrect in any material respect as of the time when made,

2. Each of the Agreements, as hereby amended, remains in full force and effect mutatis mutandis.

3. Each of the Agreements, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall remain in full force and effect.

4. Terms used in this Supplemental Agreement, unless otherwise defined herein or unless the context otherwise requires, shall have the respective meanings ascribed to them in the Agreements.

5. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in each of the Agreements and all Exhibits thereto shall be construed to mean the Agreements as amended by this Supplemental Agreement.

6. This Supplemental Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas, including all matters of construction, validity and performance.

7. This Supplemental Agreement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Supplemental Agreement. This Supplemental Agreement may be

executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. It shall not be necessary in making proof of this Supplemental Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

CHEMICAL BANK

By _____

(SEAL)

ATTEST:

_____

THE FIRST NATIONAL BANK OF FORT WORTH

By _____
JOHN C. STOHLMANN
VICE PRESIDENT & TRUST OFFICER

(SEAL)

ATTEST:

Patricia A. Rust
PATRICIA A. RUST
TRUST ADMINISTRATIVE OFFICER

MERCANTILE NATIONAL BANK AT DALLAS

(SEAL)

By _____

ATTEST:

_____

RICHMOND LEASING COMPANY

(SEAL)

By _____

ATTEST:

_____

STATE OF TEXAS)
: ss.:
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared R.F. Zigmski, to me personally known, who, being by me duly sworn says that he is Vice President of MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of July, 1982.

Bea J. Machorsky
Notary Public in and for
Dallas County, Texas

STATE OF TEXAS)
:
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared K.W. HARBIN, PRESIDENT of Richmond Leasing Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of July, 1982.

Notary Public in and for
Harris County, Texas

11-30-86

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

BEFORE ME, the undersigned authority, on this day personally appeared W. H. Berls, Senior Trust Officer of Chemical Bank, a New York banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank.

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

Virginia Barazotti
Notary Public in and for
New York County, New York

VIRGINIA BARAZOTTI
Notary Public, State of New York
No. 41-4734647
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1983

STATE OF TEXAS)
:
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN C. STOHLMANN VICE PRESIDENT & TRUST OFFICER of The First National Bank of Fort Worth, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of July, 1982.

Theresa S. Giannola
State of Texas

Theresa S. Giannola
Notary Public in and for
Tarrant County, Texas

My Commission Expires May 19, 1986