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GEORGE V. BAUS
SAM A. LEBLANC III
THOMAS J. WYLLIE
JOEL L. BORRELLO
JAMES E. BLAZEK
LAWRENCE L. MCNAMARA
EDWARD J. RICE, JR.
ROBERT A. VOSBEIN
HAROLD A. THOMAS
LOUIS A. WILSON, JR.
ROBERT B. NOLAN
MICHAEL G. CROW
LLOYD W. HAYES
ROBERT D. BJORK, JR.
FRANK M. ADKINS
ROBERT J. CONRAD, JR.
ROBERT E. COUHIG, JR.

ADAMS AND REESE
ATTORNEYS AND COUNSELORS AT LAW
FORTY FIVE HUNDRED
ONE SHELL SQUARE
NEW ORLEANS 70139

CABLE ADDRESS
ADAMRE
TELEPHONE (504) 581-3234
TELEX 584426

11627A
RECORDATION NO. Filed 1026

OCT 15 1980 - 11 25 AM

October 14, 1980
INTERSTATE COMMERCE COMMISSION

ST. CLAIR ADAMS, JR. (1906-1963)
W. FORD REESE (1917-1971)
EDDY M. QUIJANO
GREGORY J. LABORDE
MARK C. SURPRENANT
SONDRA RAUHAUSER
PHILIP A. FRANCO
MARK J. SPANSEL
EDWARD D. MARKLE
D. MICHAEL DENDY
ERIC A. HOLDEN
PAUL G. PASTOREK
DONNA L. YUKNA
THOMAS G. O'BRIEN
ALAN A. ZAUNBRECHER
OSCAR L. SHOENFELT, III
S. REED MORGAN

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

No. 889A043
Date OCT 15 1980
Fee \$ 50.00
ICC Washington, D. C.

ATTN: MRS. MILDRED LEE, RECORDATION CLERK

Dear Mrs. Lee:

Enclosed please find two notarized duplicates of the following:

Louisiana Collateral Chattel Mortgage, with attachments, entered into between Good Hope Refineries, Inc., 257 Prospect Ave., Good Hope, Louisiana, as Mortgagor, and Third National Bank of Hampden County, Springfield, Massachusetts, as Mortgagee, which instrument creates a mortgage on the equipment described therein as: 43 Pressurized 34,000-gallon Railroad Tank Cars, D.O.T. 112J340W, Car Numbers GHRX 101-GHRX143, manufactured by Trinity Industries, Inc.

We would appreciate your filing these documents in your records pursuant to the provisions of 49 U.S.C. Sec. 11303. Our check in the amount of \$50.00 representing the filing fees is enclosed.

Yours very truly,

ADAMS AND REESE

Louis A. Wilson, Jr.
Louis A. Wilson, Jr.

RECEIVED
OCT 15 11 20 AM '80
T.O.C.
FEE OPERATION BR.

LAWjr/jrr
Encls.

Countersign *Donna Kelly*

Interstate Commerce Commission
Washington, D.C. 20423

10/15/80

OFFICE OF THE SECRETARY

Louis A. Wilson, Jr.
Adams And Rees
Forty Five Hundred
One Shell Square
New Orleans 70139

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 **10/15/80** at **11:25am**, and assigned recordation number(s) **11627-A**.

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

/CHATTEL
COLLATERAL MORTGAGEOCT 15 1980 - 11 25 AM
UNITED STATES OF AMERICA
INTERSTATE COMMERCE COMMISSION
STATE OF LOUISIANA

BY

GOOD HOPE REFINERIES, INC. in
favor of THIRD NATIONAL BANK OF
HAMPDEN COUNTYPARISH OF Jefferson
CITY OF Kenner

BE IT KNOWN, That on this, the 3RD day of the month of October,
in the year of Our Lord, one thousand nine hundred and eighty,

Before me, Donald P. Preau, a Notary Public, duly
commissioned, qualified and sworn, within and for the Parish of Jefferson,
State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named
and undersigned, personally came and appeared:

GOOD HOPE REFINERIES, INC., whose principal place of
business is 257 Prospect Avenue, Good Hope, Louisiana,
herein represented by its undersigned duly authorized
officer in accordance with the Resolution of the
corporation, a copy of which is attached hereto and
made a part hereof and marked as Exhibit "A".

(hereinafter sometimes referred to as the "Mortgagor"), who
declared unto me, said Notary, that

Mortgagor has this date executed a Term Loan Agreement with Third
National Bank of Hampden County under the terms of which Third
National Bank of Hampden County ("Third National Bank") has agreed
to loan to Mortgagor FOUR HUNDRED TWENTY THOUSAND AND NO/100
(\$420,000.00) as evidenced by a Term Note made and executed by
Mortgagor in favor of Third National Bank, all as more fully set
forth in the Term Loan Agreement and Term Note, copies of which
are attached hereto and made a part hereof and marked Exhibits
"B" and "C", respectively (the Term Loan Agreement and Term Note
are hereinafter collectively referred to as the "Loan").

Good Hope has this date executed a Promissory Note payable to
the order of Bearer in the principal sum of \$420,000.00, a copy
of this note is attached hereto and made a part hereof and marked
as Exhibit "D" for identification herewith (this Promissory Note
is hereinafter referred to as the "Mortgage Note" or "note").
Mortgagor does hereby pledge and assign the note to Third National
Bank as security for any and all obligations due under the Loan,
including all principal, interest, costs, expenses and attorney's
fees.

I, Notary Public, have paraphed the note "Ne Vareitur" for
identification herewith.

In case the said note should be placed in the hands of an attorney-at-law to insti-
tute legal proceedings to recover the amount thereof or any part thereof, in principal or
interest, or to protect the interests of the holder or holders thereof, or in case the same
should be placed in the hands of an attorney for collection, compromise or other action,
the mortgagor hereby agrees to pay the fee of the attorney who may be employed for
that purpose, which fee is hereby fixed at ten (10%) per cent on the amount due or sued
for or claimed or sought to be protected, preserved or enforced.

Now, in order to secure the payment of the said indebtedness evidenced by the
said note, together with all interest, attorney's fees, premiums of insurance, taxes and
costs, the said mortgagor does, by these presents, specially mortgage, affect and hypothe-
cate unto and in favor of any future holder or holders of said note, whether the same be
held as an original obligation or in pledge, the following described property, to-wit:

DESCRIPTION OF PROPERTY

Forty-three (43) Pressurized 34,000-Gallon Railroad Tank Cars,

D.O.T. 112J340W, Car Numbers:

GHRX 101	GHRX 124
GHRX 102	GHRX 125
GHRX 103	GHRX 126
GHRX 104	GHRX 127
GHRX 105	GHRX 128
GHRX 106	GHRX 129
GHRX 107	GHRX 130
GHRX 108	GHRX 131
GHRX 109	GHRX 132
GHRX 110	GHRX 133
GHRX 111	GHRX 134
GHRX 112	GHRX 135
GHRX 113	GHRX 136
GHRX 114	GHRX 137
GHRX 115	GHRX 138
GHRX 116	GHRX 139
GHRX 117	GHRX 140
GHRX 118	GHRX 141
GHRX 119	GHRX 142
GHRX 120	GHRX 143
GHRX 121	
GHRX 122	
GHRX 123	

Manufactured by Trinity Industries, Inc.

~~Together with all buildings and improvements, appurtenances and attachments, rights, ways, privileges, servitudes, advantages, batture and batture rights, thereunto belonging or in any wise appertaining, including all immovables by nature or destination, now or hereafter forming part of and attached to or connected with said property or used in connection therewith.~~

Said property to remain so specially mortgaged, affected and hypothecated unto and in favor of any future holder or holders of said note until the full and final payment thereof, said mortgagor being hereby obligated not to sell, alienate, deteriorate or otherwise encumber the said property to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered.

And the said mortgagor does, by these presents, confess judgement for the amount of said note in principal, interest, attorney's fees and all other costs and charges and does consent, agree and stipulate that, in the event the said note or any interest thereon is not punctually paid at maturity, or upon the mortgagor's death, suspension, failure, liquidation or insolvency, or upon application for said mortgagor's adjudication in bankruptcy, or upon the application by or against said mortgagor for a respite, assignment, composition, extension, reorganization or receivership, or in the event of the mortgagor's failure to comply with any obligation by said mortgagor herein undertaken, anything herein contained to the contrary notwithstanding, it shall be lawful for and the said mortgagor does hereby authorize the then holder or holders of the said note without making a demand or putting said mortgagor in default, a putting in default being hereby expressly waived, to cause all and singular the property herein mortgaged and hereinabove described to be seized and sold under executory process or any other legal process at option of the holder or holders of said note. The said mortgagor especially waives the benefit of any and all laws or parts of laws relative to the appraisalment of property seized and sold under executory or other legal process, and consents that said property be sold without appraisalment to the highest bidder for cash or on such terms as the plaintiff in such proceedings may direct.

Possession of said note at any time by the said mortgagor herein shall not in any manner extinguish the said note or the present mortgage securing payment thereof, but the said mortgagor shall have the right to issue and re-issue the said note from time to time and as often as convenience may require without in any manner extinguishing or affecting the obligation of said note or the security of this mortgage.

And the said mortgagor further agrees that, in the event any proceedings are taken under this mortgage by way of executory process or otherwise, any and all declarations of the facts made by authentic act before a notary public and in the presence of two witnesses, by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the purpose of executory process.

Said mortgagor hereby promises and agrees to keep ~~the buildings and improve-~~
~~ments on~~ the above described property constantly insured against risk or loss by fire, wind, storm and tornado, in solvent insurance companies up to the full insurable value of the ~~buildings and improvements thereon~~, and to transfer the policies of insurance to the holder or holders of said note, and hereby authorizes the holder or holders of said note, in the event of a default with regard to said insurance, to cause said insurance to be effected at the cost of said mortgagor, at the then current rates, not to exceed five (5%) per cent, and the reimbursement of all sums paid for that purpose shall be secured by the privilege and mortgage aforesaid. However, this clause is not to be taken as making it obligatory upon the holder or holders of said note to cause said insurance to be effected upon the default of said mortgagor, or as imposing any liability upon the holder or holders of said note for failure so to do.

The mortgagor declares that there are no taxes due and exigible on the property herein mortgaged, ~~and that same have been paid up to and including the year 19~~
~~and tax researchers are hereto annexed~~ And said mortgagor hereby agrees to pay all subsequent taxes as they shall become due and exigible, and hereby authorizes the holder or holders of said note, in the event of a default with regard to said taxes, to cause said taxes to be paid at the cost of said mortgagor and the reimbursement of all sums paid for that purpose shall be secured by the privilege and mortgage aforesaid.

The maximum amount for which this act of mortgage shall be deemed to secure the obligations of the mortgagor, as herein stipulated, to reimburse any holder or holders of said note, the amounts paid for premiums of insurance and/or taxes, as aforesaid, is hereby fixed at twenty (20%) per cent of the face value of said note.

The mortgagor hereby declares that the property herein mortgaged stands registered in the name of the mortgagor and that it has not been heretofore alienated by said mortgagor and that there are no mortgages, liens or encumbrances against the said property whatsoever.

The Mortgagor will cause each Railroad Tank Car to be kept numbered with its road number and will keep and maintain plainly, distinctly, permanently and conspicuously marked by a plate or stencil upon each side of the Railroad Tank Cars in letters not less than one inch in height as follows: "Subject to a Chattel Mortgage in Favor of Third National Bank of Hampden County Recorded with the ICC", with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect Mortgagee's security interests in such Railroad Tank Cars. Mortgagor will promptly replace any such name and word or words which have been removed, defaced, or destroyed. Mortgagor will not change the road number of any piece of equipment except with the consent of Mortgagee, and in accordance with a statement of new road numbers to be substituted therefor, which consent and statement previously shall have been delivered to the Mortgagee by Mortgagor and filed, recorded and deposited in all public offices where this mortgage shall have been filed, recorded or deposited.

Mortgagor will cause the Chattel Mortgage to be duly filed, registered or recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Sec. 11303 and in such other places within or without the United States as Mortgagee may reasonably request, and will furnish Mortgagee with proof thereof. Mortgagor will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister and rerecord whenever required) any and all further instruments required by law or reasonably requested by Mortgagee for the purpose of protecting Mortgagee's mortgage and will deliver to Mortgagee proof of such filings. The costs of all such filings is to be borne by Mortgagor.

The Railroad Tank Cars will be used exclusively within the continental United States provided, however, that the Railroad Tank Cars may be used in such provinces of Canada as Mortgagor may from time to time designate to Mortgagee if, prior to any such use, the Mortgagee shall have received evidence that all necessary filings and recordings have been completed in any such province or provinces as Mortgagee shall have previously designated.

The mortgagor declares that in the United States Courts there are no judgments, general or particular, of record against said mortgagor.

The parties to this act are aware of the fact that mortgage, ~~conveyance and paying~~ certificates have ^{NOT} been procured, ~~dated and signed, and will be redated and resigned at the mortgagor's expense, as of a day subsequent to the recording of this act, and annexed hereto,~~ and relieve and release me, Notary, from any and all responsibility in connection therewith.

~~And now to these presents personally came and intervened =====
===== a person of full age of majority and a resident of and domiciled in the Parish of =====
=====, State of Louisiana, who on behalf of any future holder or holders of said note hereby accepts this act of mortgage, and declares under oath that:~~

Mortgagor does hereby waive notice of acceptance of the said note, paraphed for identification herewith, and this mortgage by Third National Bank of Hampden County and any future holder or holders of the said note and mortgage.

THUS DONE, SIGNED AND PASSED, in my office at Kenner

La., on the day, month and year herein first above written in the presence of _____

David C Petersen and Barbara T Kennon

competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

GOOD HOPE REFINERIES, INC.

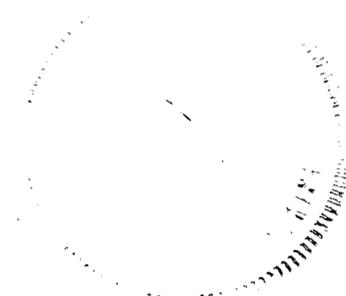
BY: [Signature]
Kungur

WITNESSES:

Barbara T Kennon

David C Petersen

Donald P. Preau
Notary Public



CERTIFIED COPY OF
RESOLUTIONS OF BOARD OF DIRECTORS

GOOD HOPE REFINERIES, INC.

Name of Corporation

I, Ronald J. Lambert, hereby certify that I am the Secretary and official custodian of certain records including the charter, by-laws and the minutes of the meetings of the Board of Directors of Good Hope Refineries, Inc.

a corporation duly organized and existing under the laws of the State of Texas, and that the following is a true, accurate and compared transcript of resolutions contained in the minute book of the corporation, duly held on the _____ day of _____, 19____, at which meeting there was present and acting throughout a quorum authorized to transact the business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said corporation, and that said resolutions have not been amended or revoked and are in full force and effect.

RESOLVED, that each of the officers of this corporation named below, or his duly elected or appointed successor in office, be and he hereby is authorized and empowered in the name and on behalf of this corporation to borrow from Third National Bank of Hampden County (hereinafter referred to as "Lender") from time to time, such sum or sums of money as in the judgment of such officer or officers the corporation may require and to execute on behalf of the corporation and to deliver to Lender in the form required by Lender the promissory note or notes of this corporation evidencing the amount or amounts borrowed or any renewals and/or extensions thereof, plus charges if any, such note or notes to bear such rate of interest and be payable in such installments as such officer may agree to by his signature thereon.

FURTHER RESOLVED, that any of the aforesaid officers, or his duly elected or appointed successor, in office, be and he is hereby authorized and empowered to do any acts, including but not limited to the mortgage, pledge, or hypothecation from time to time with Lender, of any or all assets of this corporation to secure such loan or loans, renewals and extensions, and to execute in the name and on behalf of this corporation, any instruments or agreements deemed necessary or proper by Lender in respect of the collateral securing any indebtedness of this corporation, and to affix the seal of this corporation to any mortgage, pledge, or other such instrument if so required by Lender.

FURTHER RESOLVED, that the officers referred to in the foregoing resolutions are as follows:

"NE VARIETUR"

John R. Stanley, President

for identification with an act of

Ronald J. Lambert, Vice President
And Assistant Secretary

PLEDGE

before me dated _____

Dudley R. Anderson, Treasurer

Notary Public

Paul Salvage, Secretary

FURTHER RESOLVED, that Lender is authorized to rely upon the aforesaid resolutions until receipt by it of written notice of any change.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, this _____ day of _____, 19____.

"NE VARIETUR"

"NE VARIETUR"

for identification with an act of for identification with an act of

COLLATERAL CHATTEL
MORTGAGE

COLLATERAL CHATTEL
MORTGAGE

before me dated _____

before me dated _____

Secretary

Notary Public

Notary

Ronald J. Lambert, Assistant Secretary

TERM LOAN AGREEMENT

made this day of 1980, between GOOD HOPE REFINERIES, INC., a Texas corporation with principal offices at 257 Prospect Avenue, Good Hope, Louisiana (hereinafter called "Borrower"), and THIRD NATIONAL BANK OF HAMPDEN COUNTY, a national banking association with principal offices at 1391 Main Street, Springfield, Massachusetts (hereinafter referred to as "Bank"):

1. Loan and Security

Subject to the terms and conditions stated herein, the Bank agrees to lend to the Borrower \$420,000.00 to be evidenced by a term note of the Borrower a copy of which is attached hereto and marked Exhibit A, which note will be secured by an act of pledge from the Borrower to the Bank pledging to the Bank a demand bearer collateral promissory note in the aforesaid amount (hereinafter called the "Mortgage Note"), which Mortgage Note shall be in turn secured by an act of collateral mortgage and collateral chattel mortgage and assignment covering a Hydro-Max Industrial Water Treatment Systems - 800 gpm deionizer system, which in part will be acquired with the proceeds of the loan and also by an act of collateral mortgage and collateral chattel mortgage and assignment covering 43 pressurized 34,000 gallon railroad tank cars already subject to a chattel mortgage in favor of the Bank under instrument dated April 3, 1980, filed on April 4, 1980 with the Interstate Commerce Commission as Recordation No. 11627.

2. Disbursement of Loan Proceeds

From and after the execution, delivery and appropriate recordation of the loan documents above referred to and satisfaction of the other requirements as set forth herein, the Bank will disburse loan proceeds from time to time upon written request from Dudley R. Anderson, Jr., Borrower's Treasurer, or his

designee acceptable to the Bank by depositing said proceeds to the credit of Borrower's depository account at the Bank (or otherwise as Borrower may direct), subject to the following conditions:

- a. Prior to the first disbursement of loan proceeds Borrower will submit satisfactory evidence to the Bank that Borrower has or will pay approximately 20% of the estimated cost of the deionizer system out of funds other than loan proceeds;
- b. Each request for disbursement of loan proceeds shall be accompanied by the periodic billing or invoice from Hydro-Max towards payment of which the loan proceeds will be used.

Upon such terms as may be acceptable to the Bank, loan proceeds will be disbursed upon verbal request of the Borrower with the understanding that the written request and accompanying documentation referred to above will be promptly forwarded to the Bank.

3. Borrower's Warranties

Borrower warrants that so long as any portion of the loan shall be outstanding:

- a. It will furnish the Bank with financial statements audited by an independent certified public accountant within 90 days of the end of each fiscal year of the Borrower;
- b. It will not enter into any merger or consolidation or sell, lease, transfer or otherwise dispose of all or a substantial portion of all of its assets;
- c. It will not grant a security interest in nor permit to exist for more than 30 days any lien or encumbrance on any asset now owned or hereafter acquired by it in which the Bank shall hold a security interest as collateral for this loan, other than such security interest, at all times secondary to the security interest of the Bank, as may now or hereafter be held by Continental Illinois National Bank and Trust Company of Chicago.

- d. It will not permit to exist for more than 30 days a condition of default under the terms of any other loan with the Bank, now or hereafter existing, or on any present or future loan from any other institution or lender.

4. Condition for Granting of Loan

As a condition for granting this loan the Borrower will supply to the Bank an opinion of Borrower's counsel, Adams & Reese of New Orleans, Louisiana, attesting to the fact that Borrower is duly authorized to enter into this agreement, the Term Note, the act of pledge, and other collateral documents previously referred to, that such action does not contravene the Borrower's charter or by-laws, the rules or regulations of any regulatory agency to which Borrower is subject, or any preexisting contradictory obligations of the Borrower, including but not limited to the secured revolving credit agreement of May 7, 1980, between Borrower and Continental Illinois National Bank and Trust Company of Chicago. The opinion of Borrower's counsel shall also attest to the fact that this agreement, the Term Note, the act of pledge, and other collateral documents previously referred to are legally binding obligations upon the Borrower in accordance with the terms of applicable law, that each has been duly recorded as necessary to perfect the interests that they purport to create, and in particular, that the Bank holds a valid perfected lien on the 43 railroad tank cars previously referred to superior in interest to the pledge or lien of any other party, excepting for a prior lien of the Bank under chattel mortgage of April 3, 1980, previously referred to.

5. Breach of any warranty or representation made by the Borrower hereunder shall, at the option of the Bank, be an event of default under the Term Note.

6. Neither the failure nor any delay on the part of the Bank to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

7. In the event of any conflict between the terms of this agreement and the terms of the Term Note or any pledge or security document referred to herein, such conflict shall be resolved in favor of granting the greatest possible rights and latitude to the Bank, and failing such resolution, the terms of the Term Note, pledge and security documents shall prevail.

8. This agreement shall remain binding upon and inure to the benefit of the Borrower and the Bank and their respective successors and assigns so long as any portion of the loan referred to herein shall be outstanding.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate this _____ day of _____ 1980 by their duly authorized officers respectively.

GOOD HOPE REFINERIES, INC.

By: _____

THIRD NATIONAL BANK OF HAMPDEN COUNTY

By: _____

MORTGAGE NOTE

\$ 420,000.00

_____, Louisiana

Date: _____

ON DEMAND after date we, the undersigned, promise to pay to the order of BEARER at Third National Bank of Hampden County the sum of FOUR HUNDRED TWENTY THOUSAND AND NO/100. (\$420,000.00) DOLLARS for value received, with interest at the rate of twenty (20%) per cent per annum from date until paid.

The makers of this note and the endorsers, guarantors and sureties hereon hereby severally waive presentment for payment, demand notice of non-payment, protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension and without previous consent hereby binding themselves, in solido, unconditionally and as original promissors, for the payment thereof in principal, interest, cost and attorney's fees. All parties hereto further severally agree that this note evidences and sets forth their entire agreement with the holder hereof, that they hereby consent to all the terms and conditions hereof, and that no modification hereof shall be binding unless hereon endorsed in writing and signed by the parties.

No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

Should this note not be paid at maturity or when due or demandable, as hereby provided, or should it become necessary to employ an attorney to enforce the same or recover the amount hereof or any portion of same, or should this note be placed in the hands of an attorney for collection or compromise or for any other reason the makers, endorsers, guarantors and sureties and each of them hereby agree to pay the fees of such attorneys, which are hereby fixed at -ten-- per cent on the amount then due on this note with interest and all costs.

GOOD HOPE REFINERIES, INC.

BY: _____

NE VARIETUR

For identification with an Act of Pledge passed before me on this _____ day of _____, 1980.

NOTARY PUBLIC

NE VARIETUR

For identification with an Act of Collateral Chattel Mortgage passed before me on this _____ day of _____, 1980

NOTARY PUBLIC

NE VARIETUR

For identification with an Act of Collateral Chattel Mortgage passed before me on this _____ day of _____, 1980.

NOTARY PUBLIC