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820-8024

RECORDATION NO. 12298
Filed 1425

INTERSTATE COMMERCE COMMISSION

June 27, 1983

3-179A146

No. 1

Date JUN 28 1983

Fee \$...10.00

DJ

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BY HAND

ICC Washington, D. C.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Documents for Recordation

Dear Secretary:

In accordance with the provisions of 49 U.S.C. § 11303 and the Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder we herewith submit to you for filing and recordation three (3) executed counterparts of the following secondary document:

→ Reassignment, dated as of January 26, 1983, between Mercantile National Bank at Dallas, as Series 10 Trustee, and Mercantile National Bank at Dallas, as Series 15 Trustee.

The above-referenced Reassignment relates to the railroad cars described in Exhibit A attached hereto and is filed in connection with the Equipment Trust Agreement (Series 15) dated as of September 15, 1980 and filed with the ICC at 1:45 p.m. on October 14, 1980 under Recordation No. 12298

*Original copy
attached in file*

JUN 28 2 07 PM '83
I.C.C.
OPERATION BR.
RECEIVED

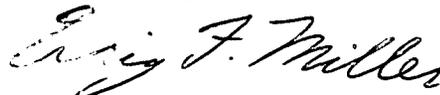
Ms. Agatha L. Mergenovich -2-

June 27, 1983

The address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

Enclosed is a check in the amount of \$10.00 to cover the recordation fee. Please return the executed counterparts not required for recordation and the duplicate copies of this letter enclosed herein, with the appropriate filing and recordation data noted thereon, to our representative delivering these documents.

Sincerely yours,

A handwritten signature in cursive script that reads "Craig F. Miller".

Craig F. Miller

CFM:lp
Enclosures

EXHIBIT A

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	34,000 gallon DOT 105A300W	RTMX 3538, 3547, 3548
3	33,500 gallon DOT 105A300W	RTMX 3616, 3618, 3624
4	34,000 gallon DOT 105A300W	RTMX 3536, 3541, 3545, 3553
5	33,750 gallon DOT 105A300W	RTMX 3461, 3463 3465, 3468, 3469
16	16,000 gallon DOT 111A100W1	RTMX 1614-1629
10	33,750 gallon DOT 105A300W	RTMX 3590-3599
14	33,750 gallon DOT 105A300W	RTMX 3470-3483
3	23,500 gallon DOT 111A100W3	RTMX 2463, 2471, 2474
4	20,800 gallon DOT 111A100W5	RTMX 2671-2674
30	33,750 gallon DOT 105A300W	RTMX 3560-3589

4	34,000 gallon DOT 105A300W	RTMX 3894-3897
6	34,000 gallon DOT 105A300W	RTMX 3540, 3546, 3549, 3552, 3557, 3559
82	34,000 gallon DOT 105A300W	RTMX 3600-3615, 3617, 3619-3623, 3625-3684

Interstate Commerce Commission
Washington, D.C. 20423

6/28/83

OFFICE OF THE SECRETARY

Craig F. Miller
Fried Frank Harris Shriver & Jacobson
One New York Plaza
New York, N.Y. 10004

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 6/28/83 at 2:15pm, and assigned re-
recording number(s). 12298- 1

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

*Note pg. 3
41*

JUN 28 1983 .2 15 PM

INTERSTATE COMMERCE COMMISSION

REASSIGNMENT

REASSIGNMENT OF ASSIGNED LEASES dated as of January 26, 1983 (this "Reassignment") between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee (in such capacity, the "Series 10 Trustee") under an Equipment Trust Agreement dated as of January 19, 1977, as amended and supplemented to date (the "Series 10 Trust Agreement"), between the Series 10 Trustee and Richmond Leasing Company, a Delaware corporation (the "Company"), and MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee (in such capacity, the "Series 15 Trustee") under an Equipment Trust Agreement dated as of September 15, 1980, as amended and supplemented to date (the "Series 15 Trust Agreement"), between the Series 15 Trustee and the Company.

WHEREAS, the Company has previously assigned to the Series 10 Trustee (the "Assignment") the leases set forth in Exhibit A (the "Leases") relating to the Trust Equipment referred to in said Exhibit A, which Trust Equipment is subject to the Series 10 Trust Agreement (the "Trust Equipment"); and

WHEREAS, title to the Trust Equipment subject to the Leases is, upon the termination of the lease provided for in the Series 10 Trust Agreement, to be transferred to the Series 15 Trustee;

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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 agree as follows:

1. Subject to the rights of lessees under the Leases, the Series 10 Trustee hereby assigns, transfers and sets over unto the Series 15 Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Series 15 Trust Agreement (i) all of the Series 10 Trustee's right, title and interest as assignee of the lessor in, to and under the Leases in respect of the related Trust Equipment together with all rights, powers, privileges, and other benefits, of the Series 10 Trustee as assignee of the lessor under the Leases in respect of such units of Trust Equipment, including but not limited to the Series 10 Trustee's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and (ii) all the Series 10 Trustee's right, title and interest in, to and under the Assignment, including but not limited to the Series 10 Trustee's rights to receive and collect all per diem, mileage or other payments now or hereafter to become payable to the Series 10 Trustee in respect of such units of Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise.

2. The assignment made by this Reassignment shall automatically become effective upon the termination of the lease provided in the Series 10 Trust Agreement. ✓

3. The Series 10 Trustee represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment or the Assignment any other assignment of the Leases or the rentals or other payments payable to or receivable by the Series 10 Trustee under or pursuant to the Assignment.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto and 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.

MERCANTILE NATIONAL BANK AT
DALLAS, Series 10 Trustee

By *Dona Elden*
ASSISTANT VICE PRESIDENT

(SEAL)

ATTEST:

N. Patterson

MERCANTILE NATIONAL BANK AT
DALLAS, Series 15 Trustee

By *Dona Elden*
ASSISTANT VICE PRESIDENT

(SEAL)

ATTEST:

N. Patterson

STATE OF TEXAS)
 : SS:
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Dona Elder, to me personally known, who, being by me duly sworn, says that [s]he is a Asst. Vice Pres. of MERCANTILE NATIONAL BANK AT DALLAS, 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 [s]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 24 day of March, 1983.

Bobbie Ann Gray
Notary Public in and for
Dallas County, Texas

STATE OF TEXAS)
 : SS:
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Dona Elder, to me personally known, who, being by me duly sworn, says that [s]he is a Asst. Vice President of MERCANTILE NATIONAL BANK AT DALLAS, 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 [s]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 24 day of March, 1983.

Bobbie Ann Gray
Notary Public in and for
Dallas County, Texas

EXHIBIT A

Existing Leases

1. Tank Car Lease and Service Contract dated June 18, 1977 and Rider Number 005 dated September 14, 1981 by and between Richmond Leasing Company and Aeropres Corporation, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	34,000 gallon DOT 105A300W	RTMX 3538, 3547, 3548

2. Tank Car Lease and Service Contract dated July 31, 1978, Rider 001 dated July 31, 1978 and Addendum Number 1 to Rider 001 dated April 7, 1982 by and between Richmond Leasing Company and Air Products & Chemicals, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	33,500 gallon DOT 105A300W	RTMX 3616, 3618, 3624

3. Tank Car Lease and Service Contract dated September 29, 1982 and Rider 001 dated September 29, 1982 by and between Richmond Leasing Company and Apex Oil Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	34,000 gallon DOT 105A300W	RTMX 3536, 3541, 3545, 3553

4. Tank Car Lease and Service Contract dated March 30, 1976 and Rider 027 dated April 1, 1982 by and between Richmond Leasing Company and Exxon Chemical Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	33,750 gallon DOT 105A300W	RTMX 3461, 3463 3465, 3468, 3469

5. Tank Car Lease and Service Contract dated January 9, 1976 and Rider 005 dated September 1, 1982 by and between Richmond Leasing Company and Hooker Chemical Properties, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
16	16,000 gallon DOT 111A100W1	RTMX 1614-1629

EXHIBIT A
Existing Leases

- 2 -

6. Tank Car Lease and Service Contract dated December 8, 1976, Rider 001 dated December 8, 1976, Rider 002 dated December 8, 1976 and Addendum to Rider 001 dated May 1, 1980 by and between Richmond Leasing Company and Husky Oil Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	33,750 gallon DOT 105A300W	RTMX 3590-3599

7. Tank Car Lease and Service Contract dated October 13, 1976, Rider 001 dated October 13, 1976, Rider 002 dated October 13, 1976 and Addendum Number 1 to Riders 001 and 002 dated July 9, 1982 by and between Richmond Leasing Company and ICI United States, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	33,750 gallon DOT 105A300W	RTMX 3470-3483

8. Tank Car Lease and Service Contract dated November 8, 1976, Rider 006 dated March 28, 1978, Rider 6A dated March 28, 1978 and Amendment Number 1 dated August 1, 1982 by and between Richmond Leasing Company and Mobay Chemical Corporation, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	23,500 gallon DOT 111A100W3	RTMX 2463, 2471, 2474

9. Tank Car Lease and Service Contract dated June 15, 1976 and Rider 010 dated July 1, 1981 by and between Richmond Leasing Company and PPG Industries, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	20,800 gallon DOT 111A100W5	RTMX 2671-2674

10. Tank Car Lease and Service Contract dated December 30, 1976, Rider 001 dated December 30, 1976, Rider 002 dated December 30, 1976 and Rider 003 dated February 28, 1977 by and between Richmond Leasing Company and Terra Chemicals International, Inc., covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
30	33,750 gallon DOT 105A300W	RTMX 3560-3589

EXHIBIT A
Existing Leases

- 3 -

10. (continued)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	34,000 gallon DOT 105A300W	RTMX 3894-3897

11. Tank Car Lease and Service Contract dated September 28, 1982 and Rider 001 dated September 28, 1982 by and between Richmond Leasing Company and Trio Energy Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	34,000 gallon DOT 105A300W	RTMX 3540, 3546, 3549, 3552, 3557, 3559

12. Tank Car Lease and Service Contract dated December 20, 1976, Rider 001 dated December 20, 1976 and Rider 002 dated December 20, 1976 by and between Richmond Leasing Company and Allied Chemical Corporation all as assigned to Union Texas Petroleum Corporation a wholly owned subsidiary of Union Texas Petroleum, Inc., an Allied Company by letter of assignment dated December 30, 1982, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
82	34,000 gallon DOT 105A300W	RTMX 3600-3615, 3617, 3619-3623, 3625-3684