

No. 8--250A013
Date SEP 6 1988
Fee \$ 13.00
ICC Washington, D. C.

Whirlpool Leasing Services, Inc.
4100 McEwen, Suite 173, Dallas, TX 75244
(214) 239-4457 • (800) 441-1237

Frank Dustin
Area Manager

1 5803
RECORDATION NO. _____ FILED 1988

SEP 6 1988 - 10 23 AM
INTERSTATE COMMERCE COMMISSION

August 17, 1988

Ms. Noretta McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave. NW
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and two copies of the documents, described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are a Loan and Security Agreement, Promissory Note and Schedule A-1 to Loan and Security Agreement dated August 8, 1988.

The names and addresses of the parties to the documents are as follows:

Lendor: Whirlpool Leasing Services, Inc.
17177 North Laurel Park Drive/Suite 233
Livonia, Michigan 48152

Borrower: El Dorado Chemical Company
P. O. Box 754
16 South Pennsylvania
Oklahoma City, Oklahoma 73101

A description of the equipment covered by the documents follows:

Five (5) GATX, 15,000 gallon, 100 Ton Railroad Tank Cars: Unit Identification Numbers EDCX 6013, EDCX 6014, EDCX 6015, EDCX 6016 and EDCX 6017

Seven (7) GATX, 20,500 gallon, 120 Ton Railroad Tank Cars: Unit Identification Numbers EDCX 6200, EDCX 6201, EDCX 6202, EDCX 6203, EDCX 6204, EDCX 6205 and EDCX 6207

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for the recordation to:

Whirlpool Leasing Services, Inc.
17177 North Laurel Park Drive/Suite 233
Livonia, Michigan 48152
Attention: Jeri Clark

100 OFFICE OF THE SECRETARY
SEP 6 10 50 AM '88
MOTOR OPERATOR UNIT

Ms. Noreta McGee, Secretary
Interstate Commerce Commission
August 17, 1988
Page 2

A short summary of the documents to appear in the index follows:

Loan and Security Agreement
Promissory Note
Schedule A-1 to the Loan and Security Agreement

Very truly yours,

A handwritten signature in cursive script, appearing to read "Frank Dustin". The signature is written in black ink and is positioned above the typed name.

Frank Dustin
Area Manager

FD/cs
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

9/6/88

Whirlpool Leasing Services, Inc.
17177 North Laurel Park Drive
Suite 233
Livonia, MI 48152
Att: Jeri Clark

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/6/88 at 10:55AM, and assigned recordation number(s). 15803

Sincerely yours,

Narita R. McGee

Secretary

Enclosure(s)

LOAN AND SECURITY AGREEMENT
(EQUIPMENT)

RECORDATION 1 5803

SEP 6 1988-10 45 AM

Loan No. 03456
INTERSTATE COMMERCE COMMISSION

This Loan and Security Agreement, dated this 8th day of August, 1988, (this "Agreement"), between WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation, whose address is 17177 North Laurel Park Drive, Suite 233, Livonia, Michigan 48152 ("Lender") and El Dorado Chemical Company, an Oklahoma corporation, whose address is 16 South Pennsylvania, Oklahoma City, Oklahoma 73101 ("Borrower");

W I T N E S S E T H:

WHEREAS, Borrower desires to borrow monies from Lender to finance the purchase of equipment acquired or to be acquired by it; and

WHEREAS, Lender is willing to lend Borrower such monies in consideration of a security interest in the equipment so acquired and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of and subject to the terms, conditions and covenants contained herein, Lender and Borrower hereby agree as follows:

I. Definitions:

For purposes of this Agreement, the following terms shall have the following meanings:

"Collateral" shall mean the equipment described in Equipment Schedule A which is Exhibit 1 hereto (the "Equipment") together with such other equipment ("Other Equipment") as may hereafter from time to time be acquired by Borrower and added to this Agreement and described in additional Equipment Schedules which may hereafter be attached to this Agreement, as well as, any modifications thereof or revisions, attachments, or additions thereto and the proceeds and products thereof.

"Indebtedness" shall mean all of the indebtedness of Borrower to Lender outstanding from time to time as evidenced by the promissory note ("Note") as defined below, and such other notes (the "Other Notes") as may be executed by Borrower and delivered to Lender from time to time hereafter to evidence further borrowings by Borrower to acquire Other Equipment, and all other advances,

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(iv) A certificate of incumbency for the officers executing this Agreement and the Note.

Section 2. Grant of Security Interest.

Borrower hereby grants to Lender a continuing security interest in the Collateral to secure the payment of the Indebtedness of Borrower to Lender from time to time outstanding (including all renewals, modifications and extension thereof) and to secure Borrower's prompt, full and faithful performance and observance of all of the provisions to be kept, observed or performed by Borrower under this Agreement, the Note, any Other Note, any assignments and any other document or instrument executed by Borrower and delivered to Lender in connection herewith ("the Documents"). The security interest granted hereby shall also cover the proceeds of the Collateral and the proceeds of any hazzard insurance and eminent domain or condemnation awards relating thereto.

Section 3. Perfection of Security Interest.

Borrower shall execute and deliver to Lender, concurrently with Borrower's execution of this Agreement, and at any time or times hereafter at the request of Lender (and pay the costs of filing or recording same in all public offices reasonably deemed necessary by Lender), all Documents, financing statements, continuation financing statements, assignments, certificates of title, applications for vehicle titles, affidavits, reports and all other documents that Lender may reasonably request, in form satisfactory to Lender, in order to perfect and maintain Lender's security interest in the Collateral.

Section 4. Additional Borrowings.

Lender, at Borrower's request, may, in Lender's sole discretion, from time to time hereafter, in addition to the loan to Borrower evidenced by the Note, make one or more additional loans to Borrower to be evidenced by the Other Note(s) to enable Borrower to acquire Other Equipment. Such Other Note(s) shall be paid at the times, in the amounts, on the terms and at the rates set forth therein. In addition, all advances, extensions of credit or expenses incurred by Lender to obtain or protect the collateral shall be deemed Indebtedness whether or not represented by a written instrument and shall bear interest at the default rate set forth in the Note. The Note, the Other Note(s) and such other advances, extensions of credit or expenses together shall constitute one loan secured by Lender's security interest in the Collateral.

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(i) Borrower warrants that it has full power and authority to enter into this Agreement and the transactions contemplated hereby and the signatories hereto are duly authorized to bind the Borrower, and Borrower will, upon request of Lender, supply Lender with evidence thereof, and upon execution of this Agreement, the Note and the other documents contemplated herein (the "Documents") such Documents will represent legal, valid and binding obligations of Borrower and shall be enforceable by Lender pursuant to their terms.

(j) The execution and delivery of this Agreement, the Note, any Other Note, the Lease and any other instrument evidencing or securing the Indebtedness of Borrower to Lender will not violate or constitute a breach of Borrower's Articles of Incorporation, By-laws, or any agreement or restriction of any type whatsoever to which Borrower is a party or is subject;

(k) All financial statements and information relating to Borrower and the Collateral, including the Original Cost of Equipment, delivered or to be delivered by Borrower to Lender, are and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles. There has been no material adverse change in the financial condition of Borrower since the submission of any such financial information to Lender. Borrower will promptly deliver to Lender such of its financial statements and other information as Lender shall reasonably request from time to time during the term of this Agreement;

(l) Borrower is duly qualified and in good standing in its state of incorporation and in each state in which Borrower is doing business.

(m) There are no actions or proceedings which are threatened or pending against Borrower which might result in any material adverse change in Borrower's financial condition or operation or which might materially and adversely affect any of Borrower's assets;

(n) Borrower has duly filed all federal, state and other governmental tax returns which Borrower is required by law to file and will continue to file the same during such time as any of the Indebtedness remains outstanding and unpaid, and all such taxes required to be paid have been paid in full and Borrower will continue to timely pay the same;

(o) Borrower is now and shall be at all times hereafter solvent and able to pay its debts as they mature.

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Section 9. Indemnification and Expenses.

Borrower agrees to indemnify Lender and hold Lender harmless from and against any and all loss, liability or expense of any kind or nature incurred by or asserted against Lender, arising out of the manufacture, purchase, acceptance or rejection, ownership, delivery, use, condition, sale, return or other disposition of the Collateral or any Item. This section is effective immediately upon execution hereof even though one or more Items may not yet be accepted by and in the possession of Borrower.

Section 10. Default.

The occurrence of any of the following events shall constitute an Event of Default (as such term is used herein):

(a) the nonpayment, when due, of any amount payable on the Indebtedness or any extension, modification or renewal thereof, or the failure to perform any agreement of the Borrower contained herein or in any other instrument relating hereto;

(b) any material statement, representation or warranty of the Borrower herein or in any other writing at any time furnished by the Borrower to Lender is untrue in any material respect as of the date made;

(c) any Obligor (which term as used herein, shall mean the Borrower and each other party primarily or secondarily liable on any portion of the Indebtedness) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, conveys any assets to a trustee for the benefit of Obligor's creditors, conveys substantially all of its assets or any proceeding is instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature or a petition of any kind is filed under the Federal Bankruptcy Act by or against such Obligor;

(d) entry of any judgment against any Obligor or order of attachment, execution, sequestration or other order in the nature of a writ is levied on the Collateral;

(e) dissolution of any Obligor;

(f) Borrower's failure to pay the full amount of any tax, fee or assessment due and owing to any federal, state or local governmental authority.

(b) Except as otherwise defined in this Agreement, all terms in this Agreement shall have the meanings provided by the Michigan Uniform Commercial Code.

(c) Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as Borrower requests in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and failure of Lender to preserve or protect any rights with respect to such Collateral against any prior parties or to do any act with respect to the preservation of such Collateral not so requested by Borrower shall not be deemed a failure to exercise reasonable care in the custody and preservation of such Collateral.

(d) Any delay on the part of Lender in exercising any power, privilege or right hereunder, or under any other instrument executed by Borrower to Lender in connection herewith shall not operate as a waiver thereof and no single or partial exercise thereof or the exercise of any other power, privilege or right shall preclude other or further exercise thereof or the exercise of any other power, privilege or right.

(e) The waiver by Lender of any default by Borrower shall not be effective unless in writing and shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived.

(f) If any part of this Agreement shall be contrary to any law which Lender might seek to apply or enforce or should otherwise be defective, the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

(g) All rights, remedies and powers of Lender hereunder are irrevocable and cumulative and not alternative or exclusive and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or by the Michigan Uniform Commercial Code or any laws now existing or hereafter enacted.

(h) This Agreement has been delivered in Michigan and shall be construed in accordance with the laws of the State of Michigan.

(i) The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

(j) This Agreement may be assigned by the Lender without notice to Borrower and without the assumption of any obligation by the assignee, and any subsequent assignee shall be deemed to be the Lender for all purposes hereunder.

LSA/C

#03456-70

PROMISSORY NOTE

\$258,344.88

August 8, 1988
Livonia, Michigan

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned promises to pay to the order of WHIRLPOOL LEASING SERVICES, INC. at its offices at 17177 North Laurel Park Drive, Suite 233, Livonia, Michigan 48152, the principal sum of two hundred fifty-eight three hundred forty-four and 88/100 (\$258,344.88) Dollars U.S. together with accrued interest thereon at the rate of 11.27% per annum, such payment to be made in 84 equal consecutive monthly installments, the initial installment shall be \$3,597.73, due on August 8, 1988, and on the 1st day of every month thereafter. The final amount of \$110,147.49 shall be due and payable on August 1, 1995, together with any other indebtedness or obligations that may be outstanding. All payments made pursuant to this Promissory Note shall be applied first to accrued interest and then to the unpaid principal balance.

This Promissory Note is executed pursuant to a certain "Loan and Security Agreement" between the undersigned and Whirlpool Leasing Services, Inc. dated August 8, 1988, ("Loan Agreement"). The terms of said Loan Agreement and the accompanying Documents therein defined are incorporated herein by reference, as if set forth in their entirety.

If default is made in the payment, when due, of any installment hereof, or if any other "Event of Default", as defined in the aforementioned Loan Agreement and accompanying Documents, occurs, then the entire unpaid balance of this Promissory Note shall, at the option of the holder hereof without notice or demand, become immediately due and payable.

If any installment is not paid within ten (10) days when due, the holder may collect currently or may add to the final installment, a default charge of 5.0% per month (or fraction thereof) on the amount of any installment in arrears, except installments in arrears solely by reason of acceleration of their maturity. This provision shall not be deemed to extend the due date, or grant any period of grace of or on any such installment. In the event that payment is not made upon maturity of this Promissory Note, whether by acceleration or otherwise, then interest shall accrue at the rate of 2% per annum in excess of the rate described above on the entire amount owing by the undersigned pursuant to this Promissory Note at the time of maturity.

P/N-C

SCHEDULE "A-1"

to the Loan and Security Agreement

dated August 8, 1988

- Five (5) GATX, 15,000 gallon, 100 Ton Railroad Tank Cars: Unit Identification Numbers EDCX 6013, EDCX 6014, EDCX 6015, EDCX 6016 and EDCX 6017
- Seven (7) GATX, 20,500 gallon, 120 Ton Railroad Tank Cars: Unit Identification Numbers EDCX 6200, EDCX 6201, EDCX 6202, EDCX 6203, EDCX 6204, EDCX 6205 and EDCX 6207

El Dorado Chemical Company J.L.W.

Whirlpool Leasing Services, Inc. Ho

CORPORATE FORM OF ACKNOWLEDGEMENT

State of Oklahoma)

City &)ss
County of Oklahoma City, Oklahoma)

On this 8th day of August, 1988, before me personally appeared Jim Wewers to me personally known, who being by me duly sworn, says that he is the Vice President of El Dorado Chemical Company, 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, 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.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

5/28/89

SCHEDULE "A-1"

to the Loan and Security Agreement

dated August 8, 1988

Six (6) GATX, 15,000 gallon, 100 Ton Railroad Tank Cars: Unit Identification Numbers EDCX 6013, EDCX 6014, EDCX 6015, EDCX 6016, EDCX 6017 and EDCX 6020

Seven (7) GATX, 20,500 gallon, 120 Ton Railroad Tank Cars: Unit Identification Numbers EDCX 6200, EDCX 6201, EDCX 6202, EDCX 6203, EDCX 6204, EDCX 6205 and EDCX 6207

El Dorado Chemical Company gfw

Whirlpool Leasing Services, Inc. ZHO