

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

June 5, 1984

RECORDATION NO. *8462-M* Filed 1425

JUN 22 1984 -12 20 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D. C. 20423

Attn: Ms. Mildred Lee (Room 2303)

Gentlemen:

RECORDATION NO. *8462-N* Filed 1425

JUN 22 1984 -12 20 PM

INTERSTATE COMMERCE COMMISSION

In accordance with the provisions of 49 U.S.C. §11303 and the Rules and Regulations of the Interstate Commerce Commission ("ICC"), there is submitted herewith for filing and recordation certain "secondary documents," being (i) an Agreement and Assignment, and (ii) an Assumption Agreement, relating to railroad cars used or intended for use in connection with interstate commerce. The "primary document" to which these documents pertain is an Equipment Trust Agreement, Series 9, between The First National Bank of Fort Worth, Trustee ("Trustee"), and Richmond Leasing Company ("RLC"), dated as of August 31, 1976, and filed with the ICC at 2:40 P.M. on August 31, 1976 under Recordation No. 8462-M.

Specifically, enclosed please find the following:

1. Four executed counterparts of an Agreement and Assignment dated as of January 26, 1983 by and between RLC, the Trustee, and The Variable Annuity Life Insurance Company ("VALIC");
2. Four executed counterparts of an Assumption Agreement dated as of January 26, 1983 between RLC, the Trustee and VALIC;
3. A check in the amount of \$20 in payment of the recordation fee.

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027; the address of The First National Bank of Fort Worth is One Burnett Plaza, Fort Worth, Texas 76101; and the address of The Variable Annuity Life Insurance Company is 2727 Allen Parkway, Houston, Texas 77019.

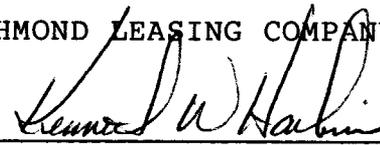
The equipment covered by the enclosed documents is listed on Exhibit A hereto.

You are hereby authorized to deliver one executed copy of the Agreement and Assignment and one executed copy of the Assumption Agreement, with filing data noted thereon, together with any extra copies not needed by the ICC for recordation to the undersigned at the address set forth above.

Yours very truly,

RICHMOND LEASING COMPANY

BY



Kenneth W. Harbin,
President

EXHIBIT "A"

Equipment Trust Agreement, Series 9, between The First National Bank of Fort Worth, Trustee, and Richmond Leasing Company dated as of August 31, 1976 and filed with the Interstate Commerce Commission at 2:40 P.M. on August 31, 1976 under Recordation No. 8462.

The above referenced agreement relates to the following railroad equipment:

<u>Quantity & Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
17	105A400W	33,500	RTMX3823 - 3839
48	105A300W	33,750	RTMX3485 - 3486; 3488 - 3514; 3516 - 3534
40	105A300W	24,680	RTMX2675 - 2707; 2709 - 2715
28	105A400W	33,500	RTMX3840 - 3867
<u>133</u>			

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AGREEMENT AND ASSIGNMENT INTERSTATE COMMERCE COMMISSION
(Series 9)

AGREEMENT AND ASSIGNMENT, dated as of January 26, 1983, between Richmond Leasing Company ("RLC"), 1700 West Loop South, Suite 1500, Houston, Texas; The First National Bank of Fort Worth, Trustee (the "Trustee"), One Burnett Plaza, Fort Worth, Texas; and ^{The} Variable Annuity Life Insurance Company ("VALIC"), 2727 Allen Parkway, Houston, Texas.

WHEREAS, RLC and the Trustee are parties to an Equipment Trust Agreement, as amended and supplemented to date (the "Equipment Trust Agreement"), described in Exhibit A hereto, pursuant to which there were issued Trust Certificates in the aggregate original principal amount of \$5,000,000.00 (the "Trust Certificates");

WHEREAS, VALIC is the present holder of all outstanding Trust Certificates;

WHEREAS, RLC has caused to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto (the "Trust Equipment") pursuant to the terms of the Equipment Trust Agreement;

WHEREAS, title to the Trust Equipment is vested in and is retained by the Trustee and the Trust Equipment is leased to RLC under the Equipment Trust Agreement;

WHEREAS, pursuant to the Equipment Trust Agreement, and as security for the payment and performance of all of RLC's obligations under the lease of the Trust Equipment to RLC as provided for in the equipment Trust Agreement, RLC has executed and delivered to the Trustee the assignment described in Exhibit B hereto, whereby RLC has assigned, transferred and set over to the Trustee (i) all of RLC's right, title and interest as lessor in, to and under the leases described in Exhibit C hereto, together with all rights, powers, privileges, and other benefits of RLC as lessor under such leases in respect of the Trust Equipment, including but not limited to RLC's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments due or to become payable to or receivable by RLC under or pursuant to the provisions of such leases and, in addition, (ii) all of RLC's right to receive and collect all per diem mileage or other payments due or to become payable to RLC in respect of the Trust Equipment, whether under or pursuant to the provisions of any of such leases or otherwise (all of the property so assigned being hereinafter referred to as the "Assigned Property");

WHEREAS, on January 7, 1983, RLC filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code"), in the

United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and RLC was authorized by the Bankruptcy Court as of that date to operate its business as a debtor in possession;

WHEREAS, on January 13, 1983, the Bankruptcy Court issued an order (the "Order"), among other things: (i) permitting RLC to maintain, receive and collect all cash proceeds generated by the Assigned Property (the "Cash Collateral"); (ii) requiring RLC to deposit on a monthly basis in each semi-annual period, into a segregated account, a sum of money equal to one-sixth of the semi-annual payment of rentals and other payments, if any, due under the Equipment Trust Agreement (iii) requiring RLC, in addition to the deposits required in (ii) above, to deposit up to 100% of the Cash Collateral into the same segregated account until any deficiency (including interest thereon) unpaid from prior semi-annual payments due under the Equipment Trust Agreement and arising after the entry of the Order is accumulated and paid to the Trustee; (iv) instructing RLC to make, execute and deliver to the Trustee an assignment of the Assigned Property to the extent specified in the Order; and (v) authorizing RLC to grant to the Trustee a super-priority lien of the kind permitted by Sections 364(c)(1) and 507(b) of the Bankruptcy Code with respect to any

deficiency in the semi-annual payments of rentals and other payments, if any, required to be made to the Trustee under the Equipment Trust Agreement; and

WHEREAS, the Order has become final and nonappealable;

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 hereby agree as follows:

1. RLC hereby assigns, transfers and sets over to the Trustee as security for the repayment of any Cash Collateral utilized by RLC, any and all of RLC's right, title and interest in and to the Assigned Property; provided, however, that until the happening of an Event of Default (as such term is defined in the Equipment Trust Agreement), other than the Event of Default arising by reason of (i) the pending Chapter 11 case of RLC or (ii) Section 6.01(d) of the Equipment Trust Agreement during the time RLC is in Chapter 11, which VALIC and the Trustee, at VALIC's direction, have heretofore waived, or until RLC shall default in the performance of its obligations under this Agreement and Assignment, which default shall continue for more than 10 days after the occurrence thereof, the Trustee shall not collect or receive, except as hereinafter provided, any Cash

Collateral or take any other action in respect thereof. RLC represents and warrants that it has not heretofore made, and agrees that it will not hereafter make, any other assignment of the Assigned Property, except to the Trustee.

2. (a) RLC agrees that it shall deposit in a segregated account monthly, during each calendar quarter, commencing with the month of January 1983, an amount equal to one-sixth of the semi-annual payments of rentals and other payments, if any, due under the Equipment Trust Agreement on or before the end of such semi-annual period. Such segregated account shall be maintained by RLC at Texas Commerce Bank, N.A. pursuant to the Order and shall be for the sole benefit of the Trustee, in its capacity as Trustee, and shall be utilized for the sole benefit of the Equipment Trust Agreement and the payment of indebtedness due thereunder. Concurrently with each deposit, RLC shall send a copy of the record of such deposit to the Trustee and, as long as VALIC is the holder of the Trust Certificates, to VALIC.

(b) RLC further agrees that in the event that any deficiency shall occur in the payment of rentals or other payments, if any, due under the Equipment Trust Agreement, it shall deposit in such account up to 100% of the Cash Collateral until such deficiency shall be satisfied and all

other payments required under Section 2(a) hereof have been made.

3. RLC hereby grants to the Trustee and agrees the Trustee shall have an administrative superpriority claim of the kind permitted by Sections 364(c)(1) and 507(b) of the Bankruptcy Code with respect to any deficiency in the payments of rentals or other payments, if any, due under the Equipment Trust Agreement to the extent that such deficiency is not satisfied by the deposit required by Section 2(b) hereof.

4. As long as there remain any amounts owing by RLC under the Equipment Trust Agreement, RLC shall provide to the Trustee as soon as practical after the end of the semi-annual period, commencing with the semi-annual period ending August 31, 1983 an accounting of all Cash Collateral, showing the receipt and disbursements thereof. As long as VALIC is the holder of the Trust Certificates, a copy of any such accounting shall be sent to VALIC.

5. All notices and other communications to VALIC under or pursuant to this Agreement and Assignment shall be sent to 2727 Allen Parkway, Houston, Texas, Attention: *William Stillman*
~~Joseph L. Phillips.~~

6. RLC covenants and agrees from time to time to do all such acts and execute all such instruments of further

assurance as it shall be reasonably requested by the Trustee or VALIC to do or execute for the purpose of fully carrying out and effectuating this Agreement and Assignment and the intent hereof.

7. This Agreement and Assignment: (i) may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument; (ii) shall be construed (both as to validity and performance) and enforced in accordance with and governed by the laws of the State of Texas applicable to agreements made and to be performed wholly within such jurisdiction; and (iii) shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

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 above written.

(SEAL)

ATTEST:

[Signature]

RICHMOND LEASING COMPANY,
Debtor and Debtor in
Possession

By:

Title:

[Signature]
President

(SEAL)

ATTEST:

[Signature]

THE FIRST NATIONAL BANK OF
FORT WORTH, Trustee

By:

Title:

[Signature]
VICE PRESIDENT & TRUST OFFICER

(SEAL)

ATTEST:

[Signature]

THE VARIABLE ANNUITY LIFE
INSURANCE COMPANY

By:

Title:

[Signature]
CHAIRMAN

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth W. Harber, 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 22th day of February, 1984.

Denise Kernan
Notary Public in and for
Harris County, Texas

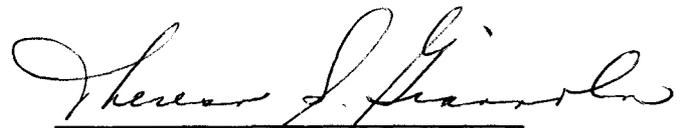
My commission expires:

5/12/86

THE STATE OF TEXAS §
 §
COUNTY OF Sarrant §

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 an deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of May, 1984.


Notary Public in and for
_____, Texas

My commission expires:
My Commission Expires May 19, 1986

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John D. Hogan, Chairman of The Variable Annuity Life Insurance Company, a Texas 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 22nd day of February, 1984.

Joan R. Booth
Notary Public in and for
Harris County, Texas

My commission expires:

7-10-84

EXHIBIT "A"

Equipment Trust Agreement, Series 9, between The First National Bank of Fort Worth, Trustee, and Richmond Leasing Company dated as of August 31, 1976 and filed with the Interstate Commerce Commission at 2:40 P.M. on August 31, 1976 under Recordation No. 8462.

The above referenced agreement relates to the following railroad equipment:

<u>Quantity & Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
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48	105A300W	33,750	RTMX3485 - 3486; 3488 - 3514; 3516 - 3534
40	105A300W	24,680	RTMX2675 - 2707; 2709 - 2715
28	105A400W	33,500	RTMX3840 - 3867
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EXHIBIT "B"

Assignments between The First National Bank of Fort Worth, Trustee, and Richmond Leasing Company, including, but not limited to, an Assignment dated as of August 31, 1976, and filed with the Interstate Commerce Commission at 2:40 P.M.. on August 31, 1976 under Recordation No. 8462-A and a First Supplemental Assignment dated October 22, 1976 and filed with the Interstate Commerce Commission under Recordation No. 8462-E.

EXHIBIT C

<u>Lessee</u>	<u>Rider Number</u>	<u>Date</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Monthly Rental</u>
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See Attached Listing

EXHIBIT A

Series 9

Trust Agreement dated August 31, 1976

Trust Equipment as of February 1, 1982

<u>Lessee</u>	<u>Quantity</u>	<u>Class</u>	<u>Capacity in gallons</u>	<u>Initialed and car numbers</u>	<u>Term of lease</u>	<u>Monthly rental</u>
Exxon Chemical Company	17	DOT105A400W	33,500	RTMX 3823 thru 3839	72 months	\$ 9,180.00
Cal-Gas	48	DOT105A300W	33,750	RTMX 3485 thru 3486; 3488-3514; 3516-3534	144 months	25,920.00
Continental Oil Company	40	DOT105A300W	24,680	RTMX 2675 thru 2707; 2709-2715	34 months	16,000.00
Exxon Chemical Company	<u>28</u>	DOT105A400W	33,500	RTMX 3840 thru 3867	60 months	15,120.00
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Trust Equipment Withdrawn from Use for Repairs

Other than Running Repairs as of February 1, 1982

Exxon Chemical Company	2	DOT105A400W	33,500	RTMX 3842; 3858		
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Trust Equipment Worn Out, Unsuitable for Use,

Lost, or Destroyed as of February 1, 1982

NONE