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April 19, 1983

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\* A NEW YORK PROFESSIONAL CORPORATION

\* A DISTRICT OF COLUMBIA PROFESSIONAL CORPORATION

BY HAND

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

Dear Secretary:

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

(1) Assumption Agreement (Series 5) dated as of January 26, 1983, between Richmond Leasing Company, Chemical Bank, Trustee, and Teachers Insurance and Annuity Association of America; and

(2) Agreement and Assignment (Series 5) dated as of January 26, 1983, between Richmond Leasing Company, Chemical Bank, Trustee, and Teachers Insurance and Annuity Association of America.

Each of the above-referenced agreements relates to the railroad cars described in Exhibit A attached hereto and is filed in connection with an Equipment Trust Agreement (Series 5) dated as of April 1, 1973 and filed with the Interstate Commerce Commission at 1:15 p.m. on May 1, 1973 under Recordation No. 7011.

*Card of Rec*

70119  
 RECORDATION NO. Filed 1425

APR 19 1983 - 3 15 PM

70119  
 RECORDATION NO. Filed 1425

APR 19 1983 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

APR 19 1983

Fee \$ 20.00

Washington, D. C.

RECEIVED  
 APR 19 3 07 PM '83  
 I. C. C.  
 FEE OPERATION BR.

Ms. Agatha L. Mergenovich

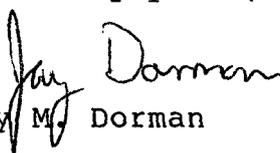
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April 19, 1983

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027; the address of Chemical Bank is 55 Water Street, New York, New York 10087; and the address of Teachers Insurance and Annuity Association of America is 730 Third Avenue, New York, New York 10017.

We have enclosed a check 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 this letter and the aforementioned enclosures to you.

Sincerely yours,

  
Jay M. Dorman

Enclosures

EXHIBIT A

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
39 tank cars	111A100W1	26,000	RTMX 2600-2635 2637-2639
46 tank cars	111A100W3	14,000	RTMX 3100-3103 3105-3129 3132-3137 3139-3149
3 tank cars	111A100W1	20,800	RTMX 2025-2027
6 tank cars	111A100W5	20,800	RTMX 2085-2090
3 tank cars	111A100W5	20,500	RTMX 2091-2093
34 tank cars	112J400W	33,500	RTMX 4200-4233
22 tank cars	112J340W	33,500	RTMX 4100-4121

RECORDATION 1/3 7011 J Filed 1428

APR 19 1983 - 3 15 PM

ASSUMPTION AGREEMENT  
(Series 5)

INTERSTATE COMMERCE COMMISSION

ASSUMPTION AGREEMENT, dated as of January 26, 1983, between Richmond Leasing Company ("RLC"), 1700 West Loop South, Suite 1500, Houston, Texas; Chemical Bank, Trustee (the "Trustee"), 55 Water Street, New York, New York; and Teachers Insurance and Annuity Association of America ("TIAA"), 730 Third Avenue, New York, New York.

WHEREAS, RLC (as successor to Marathon Leasing Company) and the Trustee (as successor trustee to Security National Bank) 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 \$3,000,000 (the "Trust Certificates");

WHEREAS, TIAA 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 assignments described in Exhibit B hereto (the "Assignments"), 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 certain leases, 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;

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., 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, RLC wishes to assume and to agree to pay, perform and discharge any and all of RLC's obligations under the Equipment Trust Agreement;

WHEREAS, on January 13, 1983, the Bankruptcy Court issued an order (the "Order"), among other things, instructing RLC to make, execute and deliver to the Trustee such an assumption; 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 assumes and agrees to pay, perform and discharge any and all obligations of RLC under the Equipment Trust Agreement and the Assignments, and the Trustee hereby accepts such assumption.

2. RLC hereby ratifies, adopts and confirms all liens and security interests created by the Assignments.

3. RLC hereby confirms and agrees that the Trustee has good and valid title to the Trust Equipment.

4. TIAA and the Trustee, at TIAA's direction, hereby waive any Events of Default which may have existed under the Equipment Trust Agreement as of January 7, 1983 and further hereby waive any and all future Events 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.

5. The Trustee hereby ratifies and confirms all of its obligations specified in the Equipment Trust Agreement and the Assignments.

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 TIAA to do or execute for the purpose of fully carrying out and effectuating this Assumption Agreement and the intent hereof.

7. This Assumption Agreement: (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.

RICHMOND LEASING COMPANY,  
Debtor and Debtor in  
Possession

(SEAL)

By: *James W. Hall*  
Title: *President*

ATTEST:

*[Signature]*

CHEMICAL BANK,  
Trustee

(SEAL)

By: *[Signature]*  
Title: SENIOR TRUST OFFICER

ATTEST:

*[Signature]*

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA

(SEAL)

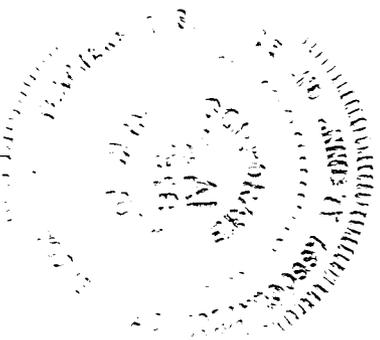
WITNESS:  
~~ATTEST:~~

*Stacy Hunt*

By: *[Signature]*  
Title: Gary C. Rugendorf  
Assistant Investment Officer

By: *James F. Blair*  
Title:

**JAMES F. BLAIR**  
**SECOND VICE PRESIDENT**



STATE OF TEXAS        )  
                                  :  
COUNTY OF HARRIS    )

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth H. Jackson, <sup>President</sup> 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 21 day of March, 1983.



Notary Public in and for  
Harris County, Texas

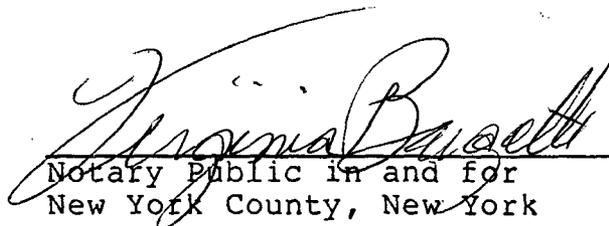
STATE OF NEW YORK )  
                          :  
COUNTY OF NEW YORK )

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 23rd day of March, 1983.



  
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



Exhibit A

Equipment Trust Agreement, Series 5, between Security National Bank ("Security") and Marathon Leasing Company ("MLC"), dated as of April 1, 1973, and filed with the Interstate Commerce Commission ("ICC") at 1:15 p.m. on May 1, 1973 under Recordation No. 7011; Supplemental Agreement among Security, MLC and Richmond Leasing Company ("RLC"), dated as of January 30, 1974 and effective as of November 30, 1973, and filed with the ICC at 1:10 p.m. on January 31, 1974 under Recordation No. 7011-F; Supplemental Agreement between Security and RLC, dated as of January 31, 1974, and filed with the ICC at 1:10 p.m. on January 31, 1974 under Recordation No. 7011-G; Supplemental Agreement between Security and RLC, dated as of March 1, 1974, and filed with the ICC at 10:45 a.m. on February 28, 1974 under Recordation No. 7011-J; Supplemental Agreement between Security and RLC, dated as of April 1, 1974, and filed with the ICC at 9:45 a.m. on March 29, 1974 under Recordation No. 7011-M; Supplemental Agreement between Security and RLC, dated as of April 30, 1974, and filed with the ICC at 11:45 a.m. on May 15, 1974 under Recordation No. 7011-P; Supplemental Agreement between Security and RLC, dated as of October 15, 1974, and filed with the ICC on October 24, 1974 under

Recordation No. 7011-Q; and Supplemental Agreement among Chemical Bank, The First National Bank of Fort Worth, Mercantile National Bank at Dallas and RLC, dated as of July 1, 1982, and filed with the ICC at 10:25 a.m. on August 18, 1982 under Recordation No. 7011-S.

The above-referenced agreements relate to the following railroad equipment:

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
39 tank cars	111A100W1	26,000	RTMX 2600-2635 2637-2639
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6 tank cars	111A100W5	20,800	RTMX 2085-2090
3 tank cars	111A100W5	20,500	RTMX 2091-2093
34 tank cars	112J400W	33,500	RTMX 4200-4233
22 tank cars	112J340W	33,500	RTMX 4100-4121

Exhibit B

Assignment between Security National Bank ("Security") and Marathon Leasing Company ("MLC"), dated as of May 1, 1973, and filed with the Interstate Commerce Commission ("ICC") at 1:15 p.m. on May 1, 1973 under Recordation No. 7011-B; Assignment No. 2 between Security and Richmond Leasing Company ("RLC"), dated as of January 31, 1974, and filed with the ICC at 1:10 p.m. on January 31, 1974 under Recordation No. 7011-I; Assignment No. 3 between Security and RLC, dated as of March 1, 1974, and filed with the ICC at 10:45 a.m. on February 28, 1974 under Recordation No. 7011-L; and Assignment No. 4 between Security and RLC, dated as of April 1, 1974, and filed with the ICC at 9:45 a.m. on March 29, 1974 under Recordation No. 7011-O.