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October 20, 1999

By Hand

Hon. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W., Room 714
Washington, D.C. 20423-0001

RECORDATION NO. 21886-A FILED
OCT 20 '99 2-30PM

Dear Secretary Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11301(a) are two (2) signed originals of a Partial Release of Security Agreement ("Release"), dated as of September 17, 1999, which should be recorded as a *secondary* document under STB Recordation No. 21886 (I believe that the next number is No. 21886-A).

The names of the parties to the enclosed (and certain related) document are:

Borrowers: Martin Resource Management Corporation
Berry Petroleum Corporation
Central Oil Co., Inc.
Magnum Oil Gas Company
Martin Gas Sales, Inc.
Martin Gas Transport, Inc.
Martin Resources, Inc.
Martin Underground Storage Inc.
Midstream Fuel Service, Inc.
Martin LP Gas, Inc.
Ican Energy Company

Lender, Issuing Bank
and Administrative Agent: The Chase Manhattan Bank

Lender and
Collateral Agent: The CIT Group/Business Credit, Inc.

Lender and
Documentation Agent: Fleet Capital Corporation

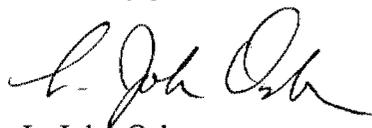
Hon. Vernon A. Williams, Secretary
October 20, 1999
Page 2

A description of the railroad equipment covered by the enclosed Release is as follows:

<u>Number</u>	<u>Type</u>	<u>Identifying Marks</u>
10	Tank Cars	MGSX 1949 MGSX 1950 MGSX 1951 MGSX 1957 MGSX 1958 MGSX 1960 MGSX 1961 MGSX 1962 MGSX 1965 MGSX 1966

Also enclosed is a check in the amount of \$26.00, payable to the order of the Surface Transportation Board, which covers the required recordation fee. Kindly return one stamped copy of the enclosed document to the undersigned.

Sincerely yours,



L. John Osborn

Enclosures

PARTIAL RELEASE OF
SECURITY AGREEMENT

RECORDATION NO.

OCT 20 '99

21886-A
FILED

2-30PM

THIS PARTIAL RELEASE OF SECURITY AGREEMENT ("Release"), dated as of September 17, 1999, is made by THE CIT GROUP/BUSINESS CREDIT, INC., as Collateral Agent (in such capacity, the "Collateral Agent") in favor of MARTIN RESOURCE MANAGEMENT CORPORATION, a Texas corporation (the "Company"), and certain subsidiaries of the Company (together with the Company, the "Borrowers") (certain terms have the meanings assigned to them by the Credit Agreement and the Security Agreement, as described below).

WHEREAS, the Borrowers, The Chase Manhattan Bank, individually as Lender, and as an Issuing Bank, and Administrative Agent, The CIT Group/Business Credit, Inc., individually as a Lender and as Collateral Agent, and Fleet Capital Corporation, individually and as Documentation Agent (individually, a "Lender" and, collectively with each additional Issuing Bank that may from time to time become a party thereto, the "Lenders"), entered into a certain Credit Agreement, dated as of December 15, 1998 (the "Credit Agreement"), under which certain loans were to be made to Borrowers, as more fully described in the Credit Agreement; and

WHEREAS, as required by the Credit Agreement, the Borrowers and the Collateral Agent entered into a certain Security Agreement, dated as of December 15, 1998 (the "Security Agreement"), under which each Borrower assigned and transferred to the Collateral Agent, and granted to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in various property (as more fully described in the Security Agreement), including certain railroad equipment (as also more fully described in the Security Agreement); and

WHEREAS, Martin Gas Sales, Inc. now desires to sell, transfer and dispose of certain of such railroad equipment (as more fully described below) in a transaction or transactions permitted by the Credit Agreement, and the Collateral Agent, pursuant to its authority under the Security Agreement and the Credit Agreement, desires to grant a full release to Borrowers of the Liens created on such equipment by the Security Agreement; and

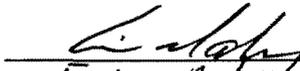
WHEREAS, this Release may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such Release.

NOW THEREFORE, the Collateral Agent, for good and sufficient consideration, the receipt of which is hereby acknowledged, hereby grants to Borrowers a full release of the Liens created on the following railroad equipment by the Security Agreement, and as to such equipment the Security Agreement and all obligations (other than those that may be expressly stated to survive such a release) of the Collateral Agent and each Borrower thereunder are terminated:

<u>Number of Cars</u>	<u>Type</u>	<u>Identifying Marks</u>
10	Tank Cars	MGSX 1949 MGSX 1950 MGSX 1951 MGSX 1957 MGSX 1958 MGSX 1960 MGSX 1961 MGSX 1962 MGSX 1965 MGSX 1966

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate or partnership authority has caused this Release to be executed in its respective name by an officer duly authorized, and hereby declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that this Release is a true and correct document and was executed as of the date herein first set forth above.

THE CIT GROUP/BUSINESS CREDIT, INC., as Collateral Agent

By: 
Name: Eric Madoff
Title: AVP/AE

MARTIN RESOURCE MANAGEMENT CORPORATION

By: _____
Name: Ruben S. Martin, III
Title: President

BERRY PETROLEUM CORPORATION

By: _____
Name: Ruben S. Martin, III
Title: President

<u>Number of Cars</u>	<u>Type</u>	<u>Identifying Marks</u>
10	Tank Cars	MGSX 1949 MGSX 1950 MGSX 1951 MGSX 1957 MGSX 1958 MGSX 1960 MGSX 1961 MGSX 1962 MGSX 1965 MGSX 1966

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THE CIT GROUP/BUSINESS CREDIT, INC., as Collateral Agent

By: _____
Name: _____
Title: _____

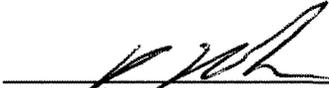
MARTIN RESOURCE MANAGEMENT CORPORATION

By:  _____
Name: Ruben S. Martin, III
Title: President

BERRY PETROLEUM CORPORATION

By:  _____
Name: Ruben S. Martin, III
Title: President

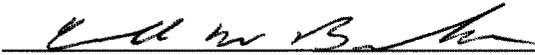
CENTRAL OIL CO., INC.

By: 

Name: Ruben S. Martin, III

Title: President

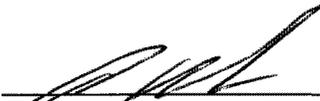
MAGNUM OIL & GAS COMPANY

By: 

Name: Carroll W. Brooks

Title: President

MARTIN GAS SALES, INC.

By: 

Name: Ruben S. Martin, III

Title: President

MARTIN TRANSPORT, INC.

By: 

Name: Ruben S. Martin, III

Title: President

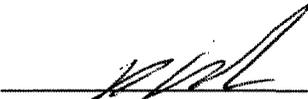
MARTIN RESOURCES, INC.

By: 

Name: Ruben S. Martin, III

Title: President

MARTIN UNDERGROUND STORAGE INC.

By: 
Name: Ruben S. Martin, III
Title: President

MIDSTREAM FUEL SERVICE, INC.

By: 
Name: Ruben S. Martin, III
Title: President

MARTIN LP GAS, INC.

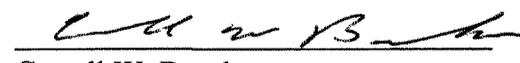
By: 
Name: Ruben S. Martin, III
Title: President

ICAN ENERGY COMPANY

By: Martin Gas Sales, Inc., partner

By: 
Ruben S. Martin, III
President

By: C. W. Brooks, Inc., partner

By: 
Carroll W. Brooks
President

CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
) SS:
County of Dallas)

On this 30 day of September, 1999, before me personally appeared Eric D. Maloy
to me personally known, who being by me duly sworn, says that he/she is the Asst. Vice Pres.
of The CIT Group/Business Credit, Inc., that said instrument was signed on behalf of said
corporation, and he acknowledged that the execution of the foregoing instrument was the free act
and deed of said corporation.



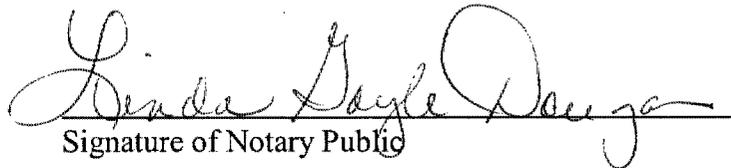
Shannon Conway
Signature of Notary Public

My Commission Expires: 6/27/2002

CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
County of ~~Dallas~~ ^{Meag}) SS:
)

On this 22 day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Berry Petroleum Corporation that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

My Commission Expires: 2-20-2000

CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Bugg) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Central Oil Co., Inc., that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

My Commission Expires: 2-20-2000



CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Dreagg) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Carroll W. Brooks to me personally known, who being by me duly sworn, says that he is the President of Mangum Oil & Gas Company, that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ginda Kaye Duggan
Signature of Notary Public

My Commission Expires: 2-20-2000



CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Megan) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Martin Gas Sales, Inc., that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda Gayle Dougan
Signature of Notary Public

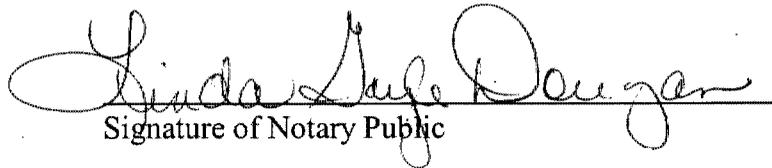
My Commission Expires: 2-20-2000



CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Oregan) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Martin Transport, Inc., that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

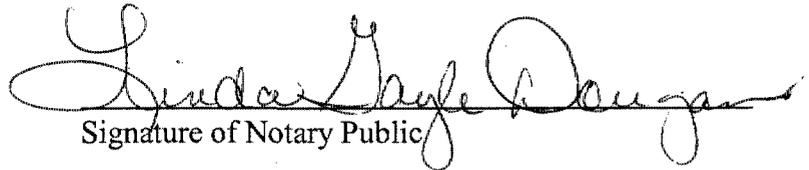
My Commission Expires: 2-20-2000



CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Dregg) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Martin Resources, Inc., that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

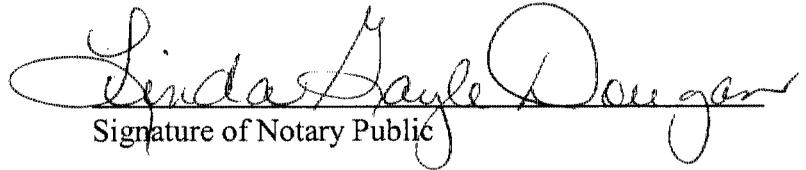
My Commission Expires: 2-20-2000



CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
) SS:
County of ~~Dallas~~ ^{Deigg})

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Martin Underground Storage Inc., that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

My Commission Expires: 2-20-2000

CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Gregg) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Midstream Fuel Service, Inc., that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda Gayle Daege
Signature of Notary Public

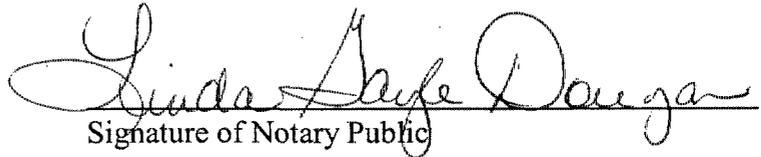
My Commission Expires: 2-20-2000



CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Dreag) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Martin LP Gas, Inc., that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

My Commission Expires: 2-20-2000

CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
County of Deegan) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Ruben S. Martin, III to me personally known, who being by me duly sworn, says that he is the President of Martin Gas Sales, Inc., as partner of Ican Energy Corporation, that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

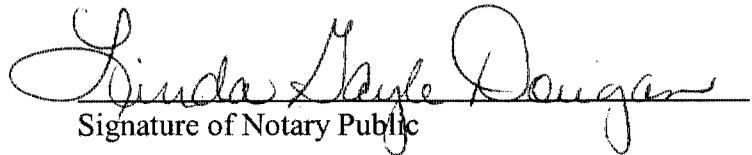

Signature of Notary Public

My Commission Expires: 2-20-2000

CORPORATE FORM OF ACKNOWLEDGMENT

State of Texas)
 Meg) SS:
County of ~~Dallas~~)

On this 22nd day of September, 1999, before me personally appeared Carroll W. Brooks to me personally known, who being by me duly sworn, says that he is the President of C.W. Brooks, Inc., as partner of Ican Energy Corporation, that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Signature of Notary Public

My Commission Expires: 2-20-2000