

RECORDATION NO. 18210 FILED 1993

3-117A100

APR 27 1993 3:15 PM



INTERSTATE COMMERCE COMMISSION 18210 FILED 1425

April 26, 1993

APR 27 1993 3:15 PM

Norwest Equipment Finance, Inc
Suite 300
Investors Building
733 Marquette Avenue
Minneapolis, Minnesota 55479-2048
612/667-9876

Ms Mildred Lee INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Office of the Secretary
Recordations Units, Room 2303
12th & Constitution Avenue N W
Washington, DC 20423

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INTERSTATE COMMERCE COMMISSION

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Dear Ms Lee

Enclosed please find four transactions for filing with the ICC pertaining to 20 railcars . I would like each document filed in the order specified below I will list the parties, and their addresses, involved in each transaction and the corresponding document

- 1) A **Bill of Sale** for the cars sold to Rocky Mountain Transportation Services, Inc , 6596 S Dayton, Suite 2000, Englewood, CO 80111, by Home Oil Company LTD , 1600 Home Oil Tower, 324 Eighth Avenue S W., Calgary, Alberta T2P 2Z5
- 2) A **Rider to Car Lease** between Rocky Mountain Transportation Services, Inc , 6596 S Dayton, Suite 2000, Englewood, CO 80111, and the lessee, Western Gas Resources, Inc , 12200 Pecos Street, Denver, Co 80234
- 3) A **Security Agreement** for Equipment Loan between Norwest Equipment Finance, Inc , 733 Marquette Avenue, Suite 300, Minneapolis, MN 55479-2048 and Rocky Mountain Transportation Services, Inc , 6595 S Dayton, Suite 2000, Englewood, CO 80111
- 4) An **Assignment of Leases and Subleases** assigning interest to Norwest Equipment Finance, Inc , 733 Marquette Avenue, Suite 300, Minneapolis, MN 55479-2048 by Rocky Mountain Transportation Services, Inc , 6595 S Dayton, Suite 2000, Englewood, CO 80111

Please record the above listed documents I have enclosed a check in the amount of \$64 00 (\$16 00 for each document to be filed) If you should have any questions please do not hesitate to call me at 612/667-9836 Thank-you very much for your assistance

Sincerely,

Lisa K Lenton
Contract Administrator

REGISTRATION NO. 18210 FILED 1425

"THE ATTACHED COPY IS HEREBY CERTIFIED TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PURSUANT TO CRS 12-55-110. SIGNED BY Nancy A. Sheridan

APR 27 1993 3:15 PM

INTERSTATE COMMERCE COMMISSION

MARCH 18, 1993

Deborah K Ricketts
Notary Public in and for the State of Colorado

3-24-93

My Commission Expires
AUGUST 09, 1995

RIDER NUMBER: 04
TO CONTRACT NUMBER: 07105

RIDER TO RAILCAR LEASE AND SERVICE CONTRACT
TERMS AND DELIVERY



The above identified Railcar Lease and Service Contract between Rocky Mountain Transportation Services, (hereinafter called RMTS), and the Lessee identified below (such Contract, together with this and all other Rider(s) attached thereto, shall be hereinafter referred to as the "Agreement") shall be subject to the terms and conditions hereof effective as of arrival dates at Lessee's designated railroad locations. Loading of herein mentioned railcars constitutes acceptance of any and all provisions hereinafter provided in this Agreement.

RENTAL AND SERVICE CHARGES: The cars subject to the Agreement have monthly rental and service charges as follows:

NO. OF CARS	TYPE	CAR NUMBERS	MONTHLY
			RENTAL CHARGES
20	JUMBO PRESSURE Tankcars	SEE APPENDIX	\$650.00/Car/Month

TERM: The initial term of this Agreement respecting each car commences on the date of delivery of such car to Lessee (hereinafter called "Effective Date"), for 5 years (60 months), notwithstanding the obligations of the Lessee hereunder shall continue in effect with regard to each car until returned to the possession of RMTS.

DELIVERY: Each of the cars shall be delivered per the terms of Section Two of the Contract. The obligations of RMTS to furnish the cars shall be subject to all causes reasonable beyond the control of RMTS, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materialmen or governmental authority; and RMTS shall not be liable for any damage by reason of such delay.

ESCALATION OF MONTHLY RENTAL CHARGE:

In the event that a car travels more than 30,000 miles in any calendar year, the Lessee shall pay RMTS \$.03 per mile for each mile over 30,000 travelled by such car. Any cars covered by this Agreement during only a portion of the calendar year shall be so measured on a prorata basis for the calculation of amounts (if any) due RMTS.

CLEANING:

Lessee is subject to any cleaning charges for cleaning of the above mentioned cars if such cars are not suitable for loading of Car Supplier's specified product at termination of lease agreement.

MILEAGE CREDITS:

Lessor shall collect and reimburse to Lessee, upon receipt from Car Owner and/or Railroads, the mileage credits earned up to rental paid by Lessee (unless otherwise provided).

SERVICE:

The Lessee shall use the car exclusively for the loading of Propanes and Butanes.

OTHER PROVISION OF AGREEMENT:

- 1) Empty mileage accrued into service will be for the account of the Lessor. Empty mileage accrued during the term of lease and out of service will be for the account of the Lessee.
- 2) Cars to be returned clean and free of residue.
- 3) Rental payment to be assigned to Norwest Bank.

ROCKY MOUNTAIN TRANSPORTATION SERVICES, INC., "LESSOR"

DATE: 3/24/93 BY: *Jeri L Coggenbow*

Western Gas Resources, "LESSEE"

DATE: 3/16/93 BY: *Reou. [Signature]*

SCHEDULE "A"

QUANTITY DESCRIPTION OF EQUIPMENT

Twenty (20) 1986 112J340W Jumbo Pressurized Tank Cars

**ID # BTRX 3010, 3012, 3016, 3017, 3018, 3019, 3027,
3028, 3033, 3038, 3039, 3040, 3041, 3042, 3043, 3044,
3045, 3046, 3047, 3048,**

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF COLORADO
COUNTY OF Arapahoe ss.

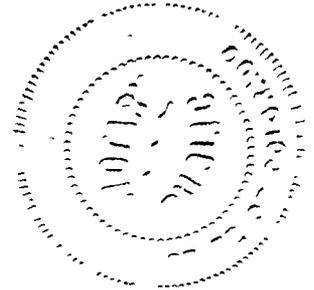
On this 23rd day of March, 1993 before me personally appeared, Teri L. Coffenbow, to me personally known, who being by me duly sworn, says that she is the Secretary of ROCKY MOUNTAIN TRANSPORTATION SERVICES, INC. that the foregoing instruments (consisting of a Rider to Car Lease) were each signed by her on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.

(Notarial Seal)

Deborah K. Racketts
Signature of Notary Public

My Commission Expires
My commission expires AUGUST 09, 1995

3-29-93



CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF COLORADO
COUNTY OF ADAMS ss:

On this 24th day of March, 1993 before me personally appeared, Thomas H. Goth, to me personally known, who being by me duly sworn, says that he is the Director, NGL Marketing of WESTERN GAS RESOURCES, INC. that the foregoing instrument (consisting of a Rider to Car Lease) was signed by him 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.




Deborah L. Jorschumb - Notary Public
12200 North Pecos Street
Denver, Colorado 80234

My Commission Expires: April 24, 1995