

RECORDATION NO. Filed 1425

OCT 14 1980 - 1 45 PM

RECORDATION NO. 8665-0 Filed 1425

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INTERSTATE COMMERCE COMMISSION
RICHMOND LEASING COMPANY
700 West Loop South
Suite 1500
Houston, Texas 77027

OCT 14 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8665-P Filed 1425

No. 0-288A095

Date OCT 14 1980

Fee \$ 30.00
OCT 14 1980 - 1 45 PM
October 14, 1980

ICC Washington, D.C.
INTERSTATE COMMERCE COMMISSION

OCT 14 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

OCT 14 1980 - 1 45 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a First Amendment to Equipment Trust Agreement, a First Amendment to Assignments and a Reassignment relating to railroad cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of a First Amendment to Equipment Trust Agreement, dated as of September 15, 1980, between Mercantile National Bank at Dallas, Trustee and Richmond Leasing Company;
2. Three (3) executed counterparts of a First Amendment to Assignments, dated as of September 15, 1980, between Mercantile National Bank at Dallas, Trustee and Richmond Leasing Company; and
3. Three (3) executed counterparts of a Reassignment, dated as of September 15, 1980, between Mercantile National Bank at Dallas, Trustee (Assignor) and Mercantile National Bank at Dallas (Assignee), Trustee under an Equipment Trust Agreement, (Series 15) dated as of September 15, 1980, between Mercantile National Bank at Dallas and Richmond Leasing Company.

The address of Richmond Leasing Company is 1700 West Loop South, Houston, Texas 77027, and the address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

Enclosed is a check to cover the recordation fee.

The Amendment to Equipment Trust Agreement, Amendment to Assignments and Reassignment have been executed in connection with an Equipment Trust Agreement dated as of January 19, 1977, and filed with the Interstate Commerce Commission on January 21, 1977, and which has been assigned the following recordation number: 8665.

RECEIVED
OCT 14 1 40 PM '80
FEE OPERATIONS
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. Filed 1425
OCT 14 1980 - 1 45 PM
INTERSTATE COMMERCE COMMISSION

C. D. ... - D. Kenneth ...

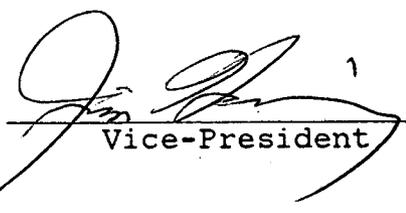
Secretary
Interstate Commerce Commission
October 14, 1980
Page 2

You are hereby authorized to deliver one executed copy of the Amendment to Equipment Trust Agreement and Amendment to Assignments with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By


Vice-President

RECORDATION NO. *8665-P* Filed 1428

OCT 14 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT
TO ASSIGNMENTS
(RICHMOND LEASING COMPANY EQUIPMENT TRUST SERIES 10)

Dated as of
September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS, TRUSTEE

and

RICHMOND LEASING COMPANY

FIRST AMENDMENT TO ASSIGNMENTS dated as of September 15, 1980 (herein called this "Amendment"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States (herein called the "Bank"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company").

Preliminary Statement

The Company and the Bank have entered into an Equipment Trust Agreement dated as of January 19, 1977 (herein called the "Series 10 Trust Agreement"), between the Company and the Bank, as Trustee thereunder (herein, in such capacity, called the "Series 10 Trustee").

The Company and the Bank are entering into an Equipment Trust Agreement dated as of September 15, 1980 (herein called the "Series 15 Trust Agreement"), between the Company and the Bank, as Trustee thereunder (herein, in such capacity, called the "Series 15 Trustee").

Title to the Trust Equipment (as defined in the Assignments referred to below, herein, collectively, called the "Assignments") is, upon the termination of the lease provided for in the Series 10 Trust Agreement, to be

transferred to the Series 15 Trustee as security for the payment of rentals payable under the Series 15 Trust Agreement and as security for the payment of principal, interest and premium, if any, on the Series 15 Trust Certificates referred to below, as more particularly provided in the Series 15 Trust Agreement.

The Company desires that Richmond Leasing Company's 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) (herein called the "Series 15 Trust Certificates") be issued and sold in aggregate principal amount not exceeding \$10,000,000.

The Company and the Bank are parties to the following Assignments, dated as of the dates and recorded with the Interstate Commerce Commission ("ICC") under the recordation number listed below:

- (i) Assignment dated as of January 20, 1977 recorded under ICC recordation number 8665;
- (ii) Assignment dated as of February 22, 1977 recorded under ICC recordation number 8665;
- (iii) Assignment dated as of March 25, 1977 recorded under ICC recordation number 8665;
- (iv) Assignment dated as of April 22, 1977 recorded under ICC recordation number 8665;
- (v) Assignment dated as of May 27, 1977 recorded under ICC recordation number 8665;
- (vi) Assignment dated as of June 29, 1977 recorded under ICC recordation number 8665;

(vii) Assignment dated as of July 25, 1977
recorded under ICC recordation number 8665.

The prospective purchaser of the Series 15 Trust Certificates is unwilling to purchase such Trust Certificates unless the Company and the Series 10 Trustee amend the Assignments to provide for the reassignment by the Series 10 Trustee to the Series 15 Trustee of the Leases and other collateral described in the Assignments, and accordingly, the Company and the Bank desire to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The sixth paragraph of each of the Assignments setting forth the agreement of the parties is hereby amended to read as follows:

The Assignment made by this instrument shall continue in full force and effect until the full discharge and satisfaction of the Company's obligations under the lease provided for in an Equipment Trust Agreement dated as of September 15, 1980 ("the Series 15 Trust Agreement") between Mercantile National Bank at Dallas, as trustee under the Series 15 Trust Agreement (herein, in such capacity, called the "Series 15 Trustee"), and the Company, and the Leases and other collateral hereby assigned to the Trustee may be re-assigned by the Trustee to the Series 15 Trustee effective upon the termination of the lease provided for in the Trust Agreement. Upon the full discharge and satisfaction of the Company's obligations under

the lease provided for in the Series 15 Trust Agreement, and the termination of this Assignment, all rights, title and interest of the Series 15 Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

2. The reassignment of the Leases shall be effected by an instrument substantially in the form of Exhibit A hereto. The Company hereby consents to such reassignment and agrees to recognize the Series 15 Trustee as the successor and assignee of the Series 10 Trustee.

3. Each of the Assignments, as hereby amended, remains in full force and effect mutatis mutandis.

4. Each of the Assignments as hereby amended, is in all respects ratified and confirmed and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

5. Terms used in this Amendment unless otherwise defined herein or unless their contexts otherwise require, shall have respective meanings ascribed to them in each of the Assignments.

Terms used in each of the Assignments, including, without limitation, the term Trust Agreement, and defined by reference to the Series 10 Trust Agreement shall, upon the termination of the lease provided for in the Series 10 Trust Agreement, have the respective meanings ascribed to them in the Series 15 Trust Agreement.

6. This Amendment shall in all respects be governed by, and construed and enforced in accordance with the laws of the State of Texas, including all matters of construction, validity and performance.

7. This Amendment may be signed by each party hereto upon the separate copy in which event all of any said copies shall constitute a single counterpart of this Amendment. This Amendment may be executed in several counterparts each of which shall together constitute but one and the same instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto and by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

ATTEST:

MERCANTILE NATIONAL BANK
AT DALLAS, Trustee, assignee
under Assignment, dated as of
January 20, 1977, Assignment
dated as of February 22, 1977,
Assignment dated as of March
25, 1977, Assignment dated as
of May 27, 1977, Assignment
dated as of June 29, 1977 and
Assignment dated as of July
25, 1977

[SEAL]

By _____

ATTEST:

Logan Cain
[SEAL]

RICHMOND LEASING COMPANY

By Jim King

Exhibit A to
First Amendment to Assignments

REASSIGNMENT
(RICHMOND LEASING COMPANY EQUIPMENT TRUST SERIES 10)

Dated as of
September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS, SERIES 10 TRUSTEE

and

MERCANTILE NATIONAL BANK AT DALLAS, SERIES 15 TRUSTEE

REASSIGNMENT OF ASSIGNED LEASES dated as of September 15, 1980 (herein called this "Reassignment") between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee (herein, in such capacity, called the "Series 10 Trustee") under an Equipment Trust Agreement dated as of January 19, 1977 (herein called the "Series 10 Trust Agreement"), between the Series 10 Trustee and Richmond Leasing Company, a Delaware Corporation (herein called the "Company"), and MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee (herein, in such capacity, called the "Series 15 Trustee") under an Equipment Trust Agreement dated as of September 15, 1980 (herein called the "Series 15 Trust Agreement"), between the Series 15 Trustee and the Company.

Preliminary Statement

The Company has previously assigned to the Series 10 Trustee the leases (herein called the "Leases") set forth in Exhibits to each of the Assignments referred to below, (herein, collectively, called the "Assignments").

Title to the Trust Equipment (as defined in each of the Assignments) subject to the Leases is, upon the termination of the lease provided for in the Series 10 Trust Agreement, to be transferred to the Series 15 Trustee.

Richmond Leasing Company's 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) (herein called the "Series 15 Trust Certificates") are to be issued and sold in an aggregate principal amount not exceeding \$10,000,000.

The Company and the Series 10 Trustee are parties to the following Assignments, dated as of, and filed on, the dates and recorded with the Interstate Commerce Commission ("ICC") under the recordation number listed below:

- (i) Assignment dated as of January 20, 1977 recorded under ICC recordation number 8665;
- (ii) Assignment dated as of February 22, 1977 recorded under ICC recordation number 8665;
- (iii) Assignment dated as of March 25, 1977 recorded under ICC recordation number 8665;
- (iv) Assignment dated as of April 22, 1977 recorded under ICC recordation number 8665;
- (v) Assignment dated as of May 27, 1977 recorded under ICC recordation number 8665;
- (vi) Assignment dated as of June 29, 1977 recorded under ICC recordation number 8665;
- (vii) Assignment dated as of July 25, 1977 recorded under ICC recordation number 8665.

The prospective Long-Term Purchaser of the Series 15 Trust Certificates is unwilling to purchase such Trust

Certificates unless the Company and the Series 10 Trustee agree to the reassignment by the Series 10 Trustee to the Series 15 Trustee of the Leases and other collateral described in the Assignments, as provided herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the rights of lessees under the Leases, the Series 10 Trustee hereby assigns, transfers and sets over unto the Series 15 Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Series 15 Trust Agreement (i) all of the Series 10 Trustee's right, title and interest as assignee of the lessor in, to and under the Leases of the Trust Equipment together with all rights, powers, privileges, and other benefits of the Series 10 Trustee as assignee of the lessor under the Leases in respect of such units of Trust Equipment, including but not limited to the Series 10 Trustee's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and (ii) all the Series 10 Trustee's right, title and interest in, to and under each of the Assignments,

including but not limited to the Series 10 Trustee's rights to receive and collect all per diem, mileage or other payments now or hereafter to become payable to the Series 10 Trustee in respect of such units of Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise.

2. The assignment made by this Reassignment shall automatically become effective upon the termination of the lease provided in the Series 10 Trust Agreement.

3. The Series 10 Trustee represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment or any of the Assignments any other assignment of the Leases or the rentals or other payments payable to or receivable by the Series 10 Trustee under or pursuant to any of the Assignments.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto and by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

ATTEST:

MERCANTILE NATIONAL BANK AT
DALLAS, Series 10 Trustee

[SEAL]

By _____

ATTEST:

MERCANTILE NATIONAL BANK AT
DALLAS, Series 15 Trustee

[SEAL]

By _____

FIRST AMENDMENT
TO ASSIGNMENTS
(RICHMOND LEASING COMPANY EQUIPMENT TRUST SERIES 10)

Dated as of
September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS, TRUSTEE

and

RICHMOND LEASING COMPANY

FIRST AMENDMENT TO ASSIGNMENTS dated as of September 15, 1980 (herein called this "Amendment"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States (herein called the "Bank"), and RICHMOND LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company").

Preliminary Statement

The Company and the Bank have entered into an Equipment Trust Agreement dated as of January 19, 1977 (herein called the "Series 10 Trust Agreement"), between the Company and the Bank, as Trustee thereunder (herein, in such capacity, called the "Series 10 Trustee").

The Company and the Bank are entering into an Equipment Trust Agreement dated as of September 15, 1980 (herein called the "Series 15 Trust Agreement"), between the Company and the Bank, as Trustee thereunder (herein, in such capacity, called the "Series 15 Trustee").

Title to the Trust Equipment (as defined in the Assignments referred to below, herein, collectively, called the "Assignments") is, upon the termination of the lease provided for in the Series 10 Trust Agreement, to be

transferred to the Series 15 Trustee as security for the payment of rentals payable under the Series 15 Trust Agreement and as security for the payment of principal, interest and premium, if any, on the Series 15 Trust Certificates referred to below, as more particularly provided in the Series 15 Trust Agreement.

The Company desires that Richmond Leasing Company's 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) (herein called the "Series 15 Trust Certificates") be issued and sold in aggregate principal amount not exceeding \$10,000,000.

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(iv) Assignment dated as of April 22, 1977 recorded under ICC recordation number 8665;

(v) Assignment dated as of May 27, 1977 recorded under ICC recordation number 8665;

(vi) Assignment dated as of June 29, 1977 recorded under ICC recordation number 8665;

(vii) Assignment dated as of July 25, 1977
recorded under ICC recordation number 8665.

The prospective purchaser of the Series 15 Trust Certificates is unwilling to purchase such Trust Certificates unless the Company and the Series 10 Trustee amend the Assignments to provide for the reassignment by the Series 10 Trustee to the Series 15 Trustee of the Leases and other collateral described in the Assignments, and accordingly, the Company and the Bank desire to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The sixth paragraph of each of the Assignments setting forth the agreement of the parties is hereby amended to read as follows:

The Assignment made by this instrument shall continue in full force and effect until the full discharge and satisfaction of the Company's obligations under the lease provided for in an Equipment Trust Agreement dated as of September 15, 1980 ("the Series 15 Trust Agreement") between Mercantile National Bank at Dallas, as trustee under the Series 15 Trust Agreement (herein, in such capacity, called the "Series 15 Trustee"), and the Company, and the Leases and other collateral hereby assigned to the Trustee may be re-assigned by the Trustee to the Series 15 Trustee effective upon the termination of the lease provided for in the Trust Agreement. Upon the full discharge and satisfaction of the Company's obligations under

the lease provided for in the Series 15 Trust Agreement, and the termination of this Assignment, all rights, title and interest of the Series 15 Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

2. The reassignment of the Leases shall be effected by an instrument substantially in the form of Exhibit A hereto. The Company hereby consents to such reassignment and agrees to recognize the Series 15 Trustee as the successor and assignee of the Series 10 Trustee.

3. Each of the Assignments, as hereby amended, remains in full force and effect mutatis mutandis.

4. Each of the Assignments as hereby amended, is in all respects ratified and confirmed and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

5. Terms used in this Amendment unless otherwise defined herein or unless their contexts otherwise require, shall have respective meanings ascribed to them in each of the Assignments.

Terms used in each of the Assignments, including, without limitation, the term Trust Agreement, and defined by reference to the Series 10 Trust Agreement shall, upon the termination of the lease provided for in the Series 10 Trust Agreement, have the respective meanings ascribed to them in the Series 15 Trust Agreement.

6. This Amendment shall in all respects be governed by, and construed and enforced in accordance with the laws of the State of Texas, including all matters of construction, validity and performance.

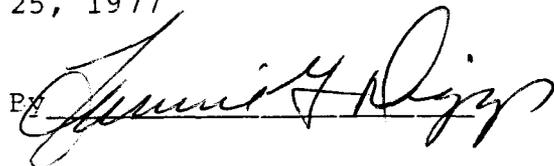
7. This Amendment may be signed by each party hereto upon the separate copy in which event all of any said copies shall constitute a single counterpart of this Amendment. This Amendment may be executed in several counterparts each of which shall together constitute but one and the same instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto and by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

ATTEST:

MERCANTILE NATIONAL BANK
AT DALLAS, Trustee, assignee
under Assignment, dated as of
January 20, 1977, Assignment
dated as of February 22, 1977,
Assignment dated as of March
25, 1977, Assignment dated as
of May 27, 1977, Assignment
dated as of June 29, 1977 and
Assignment dated as of July
25, 1977


[SEAL]

By 

ATTEST:

RICHMOND LEASING COMPANY

[SEAL]

By _____

Exhibit A to
First Amendment to Assignments

REASSIGNMENT
(RICHMOND LEASING COMPANY EQUIPMENT TRUST SERIES 10)

Dated as of
September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS, SERIES 10 TRUSTEE

and

MERCANTILE NATIONAL BANK AT DALLAS, SERIES 15 TRUSTEE

REASSIGNMENT OF ASSIGNED LEASES dated as of September 15, 1980 (herein called this "Reassignment") between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee (herein, in such capacity, called the "Series 10 Trustee") under an Equipment Trust Agreement dated as of January 19, 1977 (herein called the "Series 10 Trust Agreement"), between the Series 10 Trustee and Richmond Leasing Company, a Delaware Corporation (herein called the "Company"), and MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee (herein, in such capacity, called the "Series 15 Trustee") under an Equipment Trust Agreement dated as of September 15, 1980 (herein called the "Series 15 Trust Agreement"), between the Series 15 Trustee and the Company.

Preliminary Statement

The Company has previously assigned to the Series 10 Trustee the leases (herein called the "Leases") set forth in Exhibits to each of the Assignments referred to below, (herein, collectively, called the "Assignments").

Title to the Trust Equipment (as defined in each of the Assignments) subject to the Leases is, upon the termination of the lease provided for in the Series 10 Trust Agreement, to be transferred to the Series 15 Trustee.

Richmond Leasing Company's 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) (herein called the "Series 15 Trust Certificates") are to be issued and sold in an aggregate principal amount not exceeding \$10,000,000.

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- (iii) Assignment dated as of March 25, 1977 recorded under ICC recordation number 8665;
- (iv) Assignment dated as of April 22, 1977 recorded under ICC recordation number 8665;
- (v) Assignment dated as of May 27, 1977 recorded under ICC recordation number 8665;
- (vi) Assignment dated as of June 29, 1977 recorded under ICC recordation number 8665;
- (vii) Assignment dated as of July 25, 1977 recorded under ICC recordation number 8665.

The prospective Long-Term Purchaser of the Series 15 Trust Certificates is unwilling to purchase such Trust

Certificates unless the Company and the Series 10 Trustee agree to the reassignment by the Series 10 Trustee to the Series 15 Trustee of the Leases and other collateral described in the Assignments, as provided herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the rights of lessees under the Leases, the Series 10 Trustee hereby assigns, transfers and sets over unto the Series 15 Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Series 15 Trust Agreement (i) all of the Series 10 Trustee's right, title and interest as assignee of the lessor in, to and under the Leases of the Trust Equipment together with all rights, powers, privileges, and other benefits of the Series 10 Trustee as assignee of the lessor under the Leases in respect of such units of Trust Equipment, including but not limited to the Series 10 Trustee's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and (ii) all the Series 10 Trustee's right, title and interest in, to and under each of the Assignments,

including but not limited to the Series 10 Trustee's rights to receive and collect all per diem, mileage or other payments now or hereafter to become payable to the Series 10 Trustee in respect of such units of Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise.

2. The assignment made by this Reassignment shall automatically become effective upon the termination of the lease provided in the Series 10 Trust Agreement.

3. The Series 10 Trustee represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment or any of the Assignments any other assignment of the Leases or the rentals or other payments payable to or receivable by the Series 10 Trustee under or pursuant to any of the Assignments.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto and by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

ATTEST:

MERCANTILE NATIONAL BANK AT
DALLAS, Series 10 Trustee

[SEAL]

By _____

ATTEST:

MERCANTILE NATIONAL BANK AT
DALLAS, Series 15 Trustee

[SEAL]

By _____

