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*A DISTRICT OF COLUMBIA PROFESSIONAL CORPORATION

INTERSTATE COMMERCE COMMISSION

APR 19 1983 - 3 15 PM

April 19, 1983

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 86657 Filed 1425

(212) 820-8206 19 1983 - 3 15 PM

RECORDATION NO. 86657 Filed 1425

APR 19 1983

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 10) dated as
of January 26, 1983, between Richmond Leasing
Company, Mercantile National Bank at Dallas, Trustee,
and Teachers Insurance and Annuity Association of
America; and

(2) Agreement and Assignment (Series 10) dated
as of January 26, 1983, between Richmond Leasing
Company, Mercantile National Bank at Dallas, Trustee,
and Teachers Insurance and Annuity Association of
America.

Handwritten signature: Carol J. Rice

RECEIVED
APR 19 3 08 PM '83
FEE OPERATION BR.
I.C.C.

Ms. Agatha L. Mergenovich

2

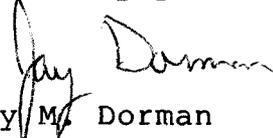
April 19, 1983

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 10) dated as of January 19, 1977 and filed with the Interstate Commerce Commission at 1:35 p.m. on January 21, 1977 under Recordation No. 8665.

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027; the address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201; 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

86659
REGISTRATION P.3 Filed 1425

AGREEMENT AND ASSIGNMENT APR 19 1983 -3 15 PM
(Series 10)

INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT, dated as of January 26, 1983, between Richmond Leasing Company ("RLC"), 1700 West Loop South, Suite 1500, Houston, Texas; Mercantile National Bank at Dallas, Trustee (the "Trustee"), 1704 Main Street, Dallas, Texas; and Teachers Insurance and Annuity Association of America ("TIAA"), 730 Third Avenue, New York, New York.

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 \$10,000,000 (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, 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 calendar quarter, into a segregated account, a sum of money equal to one-third of the quarterly 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 quarterly 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 superpriority lien of the kind permitted by Sections 364(c)(1) and 507(b) of the Bankruptcy Code with respect to any deficiency in the quarterly 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 TIAA and the Trustee, at TIAA'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-third of the quarterly payments of rentals and other payments, if any, due under the Equipment Trust Agreement on or before the end of such calendar quarter. 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 TIAA is the holder of the Trust Certificates, to TIAA.

(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 each calendar quarter, commencing with the quarter ending March 31, 1983, an accounting of all Cash Collateral, showing the receipt and disbursements thereof. As long as TIAA is the holder of the Trust Certificates, a copy of any such accounting shall be sent to TIAA.

5. All notices and other communications to TIAA under or pursuant to this Agreement and Assignment shall be sent to 730 Third Avenue, New York, New York 10017, Attention: Securities Department.

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 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.

RICHMOND LEASING COMPANY,
Debtor and Debtor in
Possession

By: *Kimberly W. Harbin*
Title: *Pres.*

(SEAL)

ATTEST:

Stanford

MERCANTILE NATIONAL BANK
AT DALLAS,
Trustee

By: *Anna Ede*
Title: ASSISTANT VICE PRESIDENT

(SEAL)

ATTEST:

M. Protterson

TEACHERS INSURANCE AND
ANNUITY ASSOCIATION OF
AMERICA

By: *Gary C. Rugendorf*
Title: *Gary C. Rugendorf*
Assistant Investment Officer

(SEAL)

WITNESS:
~~ATTEST:~~

Andrew Hunt

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 *James H. Harkin*, 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 TEXAS)
 : ss:
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared *Done Elder*, to me personally known, who, being by me duly sworn, says that [s]he is *Assistant Vice President* of Mercantile National Bank at Dallas, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of March, 1983.

Barbrie Ann Gay

Notary Public in and for
Dallas County, Texas

Exhibit A

Equipment Trust Agreement, Series 10, between Mercantile National Bank at Dallas, Trustee (the "Trustee"), and Richmond Leasing Company ("RLC"), dated as of January 19, 1977, and filed with the Interstate Commerce Commission ("ICC") at 1:35 p.m. on January 21, 1977 under Recordation No. 8665; First Amendment to Equipment Trust Agreement between the Trustee and RLC, dated as of September 15, 1980, and filed with the ICC at 1:45 p.m. on October 14, 1980 under Recordation No. 8665-O; and Supplemental Agreement among Chemical Bank, The First National Bank of Fort Worth, the Trustee 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. 8665-R.

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>
3 tank cars	105A300W	34,000	RTMX 3538, 3547 3548
3 tank cars	105A300W	34,000	RTMX 3616, 3618 3624
4 tank cars	105A300W	34,000	RTMX 3536, 3541 3545, 3553
4 tank cars	111A100W5	20,800	RTMX 2667-2670

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
9 tank cars	111A100W5	20,800	RTMX 2717-2724 2726
5 tank cars	105A300W	33,750	RTMX 3461, 3463 3465, 3468 3469
16 tank cars	111A100W1	16,000	RTMX 1614-1629
10 tank cars	105A300W	33,750	RTMX 3590-3599
14 tank cars	105A300W	33,750	RTMX 3470-3483
4 tank cars	105A300W	34,000	RTMX 3537, 3543 3544, 3551
5 tank cars	105A300W	33,750	RTMX 3460, 3462 3464, 3466 3467
3 tank cars	111A100W3	23,500	RTMX 2463, 2471 2474
12 tank cars	111A100W3	23,500	RTMX 2462 2464-2470 2472, 2473 2475, 2476
3 tank cars	105A300W	34,000	RTMX 3554, 3555 3558
2 tank cars	105A400W	33,500	RTMX 3539, 3542
1 tank car	105A340W	34,000	RTMX 3535
4 tank cars	111A100W5	20,800	RTMX 2671-2674
1 tank car	105A300W	34,000	RTMX 3556
50 tank cars	105A300W	34,000	RTMX 3685-3734
30 tank cars	105A300W	33,750	RTMX 3560-3589
4 tank cars	105A300W	34,000	RTMX 3894-3897

<u>Quantity and Type</u>	<u>DOT Class</u>	<u>Capacity in Gallons</u>	<u>Car Numbers</u>
6 tank cars	105A300W	34,000	RTMX 3540, 3546 3549, 3552 3557, 3559
82 tank cars	105A300W	34,000	RTMX 3600-3615 3617 3619-3623 3625-3684
1 tank car	105A300W	34,000	RTMX 3550
1 tank car	111A100W5	24,700	RTMX 2725

Exhibit B

Assignment between Mercantile National Bank at Dallas, Trustee (the "Trustee"), and Richmond Leasing Company ("RLC"), dated as of January 20, 1977, and filed with the Interstate Commerce Commission ("ICC") at 1:35 p.m. on January 21, 1977 under Recordation No. 8665-A; Assignment between the Trustee and RLC, dated as of February 22, 1977, and filed with the ICC on February 22, 1977 under Recordation No. 8665-C; Assignment between the Trustee and RLC, dated as of March 25, 1977, and filed with the ICC at 12:45 p.m. on March 25, 1977 under Recordation No. 8665-E; Assignment between the Trustee and RLC, dated as of April 22, 1977, and filed with the ICC at 10:55 a.m. on April 22, 1977 under Recordation No. 8665-G; Assignment between the Trustee and RLC, dated as of May 27, 1977, and filed with the ICC at 12:15 p.m. on May 27, 1977 under Recordation No. 8665-I; Assignment between the Trustee and RLC, dated as of June 29, 1977, and filed with the ICC at 1:55 p.m. on June 30, 1977 under Recordation No. 8665-K; Assignment between the Trustee and RLC, dated as of July 25, 1977, and filed with the ICC at 12:40 p.m. on July 25, 1977 under Recordation No. 8665-M; First Amendment to Assignments between the Trustee and RLC, dated as of September 15, 1980, and filed with the ICC at 1:45 p.m. on October 14, 1980 under Recordation No. 8665-P; and Assignment between the Trustee and RLC, dated as of January 26, 1983, and to be filed with the ICC as promptly as practicable on or after that date.

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>
Aeropres Corporation 1108 Petroleum Tower Shreveport, LA 71101	005	9/15/81	3	RTMX 3538, 3547 3548	\$ 1,845.00
Air Products & Chemicals Inc. P.O. Box 538 Allentown, PA 18105	001	7/26/77	3	RTMX 3616, 3618 3624	1,623.96
Apex Oil Company 212 South Central St. Louis, MO 63105	001		4	RTMX 3536, 3541 3545, 3553	540.00
Chemtech Industries P.O. Box 31000 St. Louis, MO 63131	001	7/23/76	4	RTMX 2667-2670	1,560.00
Conoco, Inc. P.O. Box 2197 Houston, TX 77001	MA2	9/7/76	9	RTMX 2717-2724 2726	
Exxon Chemical Company U.S.A. P.O. Box 3272 Houston, TX 77001	027		5	RTMX 3461, 3463 3465, 3468 3469	2,750.00
Hooker Chemical Properties Corporation P.O. Box 300 White Springs, FL 32096	005		16	RTMX 1614-1629	5,616.00
Husky Oil Company 6060 South Willow Drive Englewood, CO 80111	001	12/8/76	10	RTMX 3590-3599	5,580.56
ICI United States, Inc. Murphy Road & Concord Wilmington, DE 19897	001	10/13/76	14	RTMX 3470-3483	9,160.48

<u>Lessee</u>	<u>Rider Number</u>	<u>Date</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Monthly Rental</u>
Jupiter Chemical Company 1919 Cottod Avenue Sioux City, IA 51107	001	6/29/82	4	RTMX 3537, 3543 3544, 3551	\$ 2,400.00
Lamco, Inc. 777 South Post Oak Road Suite 504 Houston, TX 77056	011		5	RTMX 3460, 3462 3464, 3466 3467	3,000.00
Mobay Chemical Corporation Penn Lincoln Parkway West Pittsburgh, PA 15202	006		3	RTMX 2463, 2471 2474	1,170.00
Mobay Chemical Corporation Penn Lincoln Parkway West Pittsburgh, PA 15202	MA1	11/8/76	12	RTMX 2462 2464-2470 2472, 2473 2475, 2476	
Northern Propane Gas Company 2223 Dodge Street Omaha, NE 68102	MA1		3	RTMX 3554, 3555 3558	
Petrolane Transport Company 2900 North Loop West Suite 530 Houston, TX 77092	MA1		2	RTMX 3539, 3542	
Petrotex 8600 Park Place Boulevard Houston, TX 77017	001		1	RTMX 3535	600.00
PPG Industries, Inc. One Gateway Center Pittsburgh, PA 15222	010	6/15/76	4	RTMX 2671-2674	1,900.00

<u>Lessee</u>	<u>Rider Number</u>	<u>Date</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Monthly Rental</u>
Real International 3112-11 Street, Northeast Suite 200 Calgary, Alberta T2E711	003	8/25/81	1	RTMX 3556	\$ 590.00
Shell Oil Company Property Accounting Room 2616 P.O. Box 3105 Houston, TX 77001	005	2/9/77	50	RTMX 3685-3734	25,670.00
Terra Chemicals Inter- national Inc. P.O. Box 1828 Sioux City, IA 51102	001	12/30/76	30	RTMX 3560-3589	17,126.40
Terra Chemicals Inter- national Inc. P.O. Box 1828 Sioux City, IA 51102	003	12/30/76	4	RTMX 3894-3897	2,288.96
Trio Energy Company 820 Jordan Street Suite 545 Shreveport, LA 71101	001		6	RTMX 3540, 3546 3549, 3552 3557, 3559	3,690.00
Union Texas Products Corporation P.O. Box 2120 Houston, TX 77001	001		82	RTMX 3600-3615 3617 3619-3623 3625-3684	42,880.00
Sheldon Storage			1	RTMX 3550	
Eagle Lake Storage			1	RTMX 2725	