

LIDDELL, SAPP & ZIVLEY

ATTORNEYS

TEXAS COMMERCE TOWER
HOUSTON, TEXAS 77002

(713) 226-1200

TELEX 76-2616

TELECOPIER (713) 223-2323

RECORDATION NO. 10968-N
FILED 1425
JUL 9 1986 -3 35 PM
INTERSTATE COMMERCE COMMISSION

DALLAS OFFICE
SAN JACINTO TOWER
DALLAS, TEXAS 75201
(214) 880-0100
TELECOPIER (214) 880-0025

AUSTIN OFFICE
702 COLORADO STREET
SUITE 630
AUSTIN, TEXAS 78701
(512) 474-8484
TELECOPIER (512) 474-5830

July 1, 1986

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423
Attention: Recordation

6-190A104
No.
Date JUL 9 1986
Fee \$ 10.00
ICC Washington, D.C.
JUL 9 1986
OPERATING UNIT
ICC OFFICE OF THE SECRETARY

RE: Texas Commerce Bank National Association (the "Lender") loan to Equus Leasing Corporation

Ladies and Gentlemen:

I have enclosed an original and one (1) counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is a Renewal and Extension Agreement, a secondary document, dated effective as of January 15, 1986, by and between the Lender, Equus Leasing Corporation and GLNX Corporation.

The primary document to which the Renewal and Extension Agreement is connected is a Texas Commerce Bank National Association Security Agreement-Tank Cars, dated December 30, 1981, executed by the Lender and Equus Leasing Corporation, filed with the Interstate Commerce Commission under Recordation Nos. 10968-L and 10968-M, covering certain railroad tank cars and certain other property described therein including rights and interests of Equus Leasing Corporation in a Management Agreement between GLNX Corporation and Equus Leasing Corporation.

I also enclose a check in the amount of \$10.00 which covers your recordation fee. Please forward the Certificate of Recordation and an original Renewal and Extension Agreement stamped with the appropriate filing information to:

Cathleen S. Cox
Liddell, Sapp & Zivley
3500 Texas Commerce Tower
Houston, Texas 77002-3095

Interstate Commerce Commission
July 1, 1986
Page 2

Should you have any questions as to this matter, please feel free to call me collect at (713) 226-1447.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Cathleen S. Cox".

Cathleen S. Cox
Paralegal

CSC:lgr
Encls.

(D)CSC:Equus-01

Interstate Commerce Commission
Washington, D.C. 20423

7/10/86

OFFICE OF THE SECRETARY

Cathleen S. Cox

Liddell, Sapp & Zivley
3500 Texas Commerce Tower
Houston, Texas 77002-3095

Dear Ms. Cox:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/9/86 at 3:35pm, and assigned re-
recording number (s). 10968-N

Sincerely yours,

Noreta R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

RENEWAL AND EXTENSION AGREEMENT

JUL 9 1986 3 35 PM

INTERSTATE COMMERCE COMMISSION

THIS RENEWAL AND EXTENSION AGREEMENT is dated effective as of January 15, 1986. The parties hereto are EQUUS LEASING CORPORATION, a Delaware corporation ("Borrower"), GLNX CORPORATION, a Texas corporation ("GLNX"), and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note ("Note") dated December 30, 1981, in the principal sum of One Hundred Fifty-Eight Thousand Dollars (\$158,000.00) bearing interest at the rate therein stated, with the final stated maturity thereof being January 15, 1985.

The Note is secured, among other security, by a Texas Commerce Bank National Association Security Agreement-Tank Cars dated December 30, 1981 (the "Security Agreement"), executed by the Borrower and the Lender, and covering certain railroad tank cars and certain other property described more fully therein, including all rights and interests of the Borrower in a Management Agreement (the "Contract") between GLNX and Borrower. GLNX consented to the assignment of the Contract to the Lender pursuant to a letter (the "Consent") from GLNX to the Lender dated December 30, 1981. The Security Agreement was duly filed for record in the Office of the Interstate Commerce Commission and assigned recordation Nos. 10968-L and 10968-M, and a UCC-1 Financing Statement describing the collateral covered by the Security Agreement was duly filed for record in the Office of the Secretary of State of Texas and assigned recordation No. 82-002029.

The Borrower, GLNX and the Lender have heretofore entered into a Renewal and Extension Agreement extending the final maturity date of the Note to January 15, 1986. The Borrower, GLNX and the Lender now desire to further extend and consent to the extension of the stated final maturity date of the Note, to make and agree to certain other changes to the Note and to ratify and confirm that the Security Agreement continues to secure the Note, as modified hereby. GLNX desires to ratify the Consent and consent to the extension of the Note.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. The present advanced and unpaid principal balance of the Note is ONE HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED SEVENTEEN AND 32/100 DOLLARS (\$128,617.32).

2. The principal and interest of the Note shall be due and payable in three (3) quarterannual installments of Two Thousand Five Hundred Dollars (\$2,500.00) each, the first of such installments being due and payable on April 15, 1986, and a like installment being due and payable on July 15, 1986 and October 15, 1986, with the remaining unpaid principal balance of the Note, together with all accrued and unpaid interest thereon, being due and payable in a final payment on January 15, 1987.

3. Accrued interest on the unpaid principal balance of the Note shall be due and payable concurrently with and in addition to the installments of principal provided for herein.

In further consideration of the premises and the mutual agreements herein set forth, the Borrower, GLNX and the Lender hereby agree, consent, and ratify as follows:

4. Nothing herein shall in any manner affect, impair or extinguish the Note or the Liens securing payment of the Note,

the Liens are hereby ratified and confirmed as continuing to secure the Note as modified hereby, and the Liens are not waived.

5. If any provision of the Note conflicts with the provisions hereof, the provisions of this Agreement shall control.

Except as herein expressly modified, all terms of the Note are and shall remain in full force and effect.

6. This Agreement shall bind and benefit the parties hereto, including GLNX, and their respective successors, assigns and legal representatives.

7. GLNX consents to the execution of this instrument and to the consummation of the transactions contemplated hereby.

8. The Borrower warrants and represents to the Lender, that all loans evidenced by the Note are and shall be for business, commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date first hereinabove set forth.

ATTEST:

EQUUS LEASING CORPORATION

Tom S. Tucker
Name: TOM S. TUCKER
Title: SECRETARY

By: Nolan Lehmann
Name: NOLAN LEHMANN
Title: President "Borrower"

GLNX CORPORATION

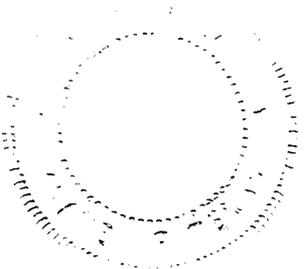
By: J.C. Graves
Name: J.C. Graves
Title: President "GLNX"

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By: William B. Pyle
Name: William B. Pyle
Title: Vice President "Lender"

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 15th day of January, 1986, by Nolan Lehmann, President of Equus Leasing Corporation, a Delaware corporation, on behalf of said corporation.



Audrey Packer
Notary Public in and for
the State of T E X A S
Printed Name: Audrey Packer
My Commission Expires: 9-7-86

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

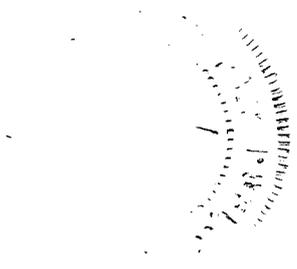
This instrument was acknowledged before me this 25th day of FEBRUARY, 1986, by J. C. GRAVES, President of GLNX Corporation, a Texas corporation, on behalf of said corporation.



Arthur O. Bente
Notary Public in and for
the State of T E X A S
Printed Name: Arthur O. Bente
My Commission Expires: 10/19/88

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 24th day of June, 1986, by William B. Pyle, Vice-President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.



Joyce M. Yanchak
Notary Public in and for
the State of T E X A S
Printed Name: Joyce M. Yanchak
My Commission Expires: 7-20-89

ELC-01(B:MET)

SECRETARY'S CERTIFICATE

I, the undersigned, Secretary of Equus Leasing Corporation, a Delaware corporation, do hereby certify that by unanimous written consent of all of the Directors of said Corporation dated JANUARY 15, 1986, the following resolutions were duly adopted and recorded in the minute books of said Corporation kept by me, and are in accord with and pursuant to the Charter and By-Laws of said Corporation and are now in full force and effect, to-wit:

"RESOLVED, that the president or any vice president of this Corporation be and each of them severally is hereby authorized to negotiate one or more renewals, extensions or rearrangements of this Corporation's debt to Texas Commerce Bank National Association in the original principal amount of \$158,000.00 upon such terms and conditions as such authorized officer acting shall deem necessary or appropriate and as shall be acceptable to such lender and to, as the acts and deeds of this Corporation, execute and deliver such instruments as such lender shall request or require in connection therewith.

FURTHER RESOLVED, that the officers of this Corporation be and each is hereby severally authorized and directed to do and perform all such further acts and things, and to sign all such documents and certificates, and take all such other steps as may be necessary and advisable to carry out the intent of the foregoing resolutions, in each instance without the necessity of attestation or affixing of the corporate seal to any such document."

I further certify that the following persons are duly qualified and acting officers of the Corporation, duly elected to the offices set opposite their respective names, that the signature

appearing opposite the name of each such officer executing this instrument is such officer's authentic signature and that the seal affixed thereto is the authentic seal of the Corporation.

| <u>Name</u> | <u>Title</u> | <u>Signature</u> |
|----------------------|--------------|-----------------------------|
| <u>Nolan Lehmann</u> | President | <u><i>Nolan Lehmann</i></u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation by order of the Board of Directors thereof on this 15th day of JANUARY, 1986.

Tom S. Tucker
Secretary

(CORPORATE SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Tom S. Tucker, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of January 15, 1986.



Audrey Packer
Notary Public in and for
the State of T E X A S

My Commission Expires:

9-7-86