

RECORDATION NO. 10289/C  
FILED 1425

APR 28 1981 - 9 20 AM  
INTERSTATE COMMERCE COMMISSION

April 13, 1981

APR 28 1981 - 9 12 AM

INTERSTATE COMMERCE COMMISSION  
1-118A017

Secretary of the Interstate  
Commerce Commission  
Washington, D.C. 20423

No. \_\_\_\_\_  
Date APR 28 1981  
Fee \$ 20.00  
ICC Washington, D. C.

Gentlemen:

In accordance with Section 20(c) of the Interstate  
Commerce Act, we enclose for filing with the Commission an  
original and two counterparts each of the following docu-  
ments:

1. First Amendment to Security Agreement and  
Chattel Mortgage, ICC Recordation No. 10289  
filed April 16, 1979 at 2:25 p.m.

Debtor: Jimbetco, Inc.  
1212 Main Street, Suite 200  
Houston, Texas 77001

Secured Party: Capital Bank N.A.  
333 Clay Street  
Houston, Texas 77001

Collateral: Seven 35-100 ton 33,600  
gallon shell full D.O.T.  
112J340W Single Diameter  
Stub Sill Tank Cars bear-  
ing the following serial  
numbers:

- |          |          |
|----------|----------|
| JBIX-100 | JBIX-104 |
| JBIX-101 | JBIX-105 |
| JBIX-102 | JBIX-106 |
| JBIX-103 |          |

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FEE OPERATION BR.  
I.C.C.

# Capital Bank N.A.

Secretary of the Interstate  
Commerce Commission  
April 13, 1981  
Page Two

2. First Amendment to Security Agreement - Assignment of Accounts, ICC Recordation No. 10289-A filed April 16, 1979 at 2:25 p.m.

Debtor: Jimbetco, Inc.  
1212 Main Street, Suite 250  
Houston, Texas 77001

Secured Party: Capital Bank N.A.  
333 Clay Street  
Houston, Texas 77001

Collateral: All right, title and interest in and to accounts and contracts' rights arising under a Management Agreement between Debtor and Tank Car Services Inc. and all leases now or thereafter existing relating to the railroad tank cars described in No. 1 above.

I also enclose our Cashier's Check in the amount of \$20.00 as fees for recordation of the aforesaid documents.

Please return the original of each document to Capital Bank N.A., P. O. Box 500, Houston, Texas, 77001, Attention: Ms. Dean G. Verner.

If you have any questions or comments, please call the undersigned collect at (713) 651-1100 or call Jama L. Casey of Sewell & Riggs collect at (713) 652-8700.

Very truly yours,

CAPITAL BANK N.A.

By



Dean G. Verner  
Banking Officer

RECORDATION NO. 10289-B  
FILED 1428

APR 28 1981 -9 20 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO SECURITY AGREEMENT  
AND CHATTEL MORTGAGE

This First Amendment To Security Agreement and Chattel Mortgage is made and entered into as of the 13th day of April, 1981 by and between JIMBETCO, INC., a Texas corporation with offices and place of business at 1212 Main Street, Suite 250, Houston, Texas 77001 (hereinafter called "Debtor"), and CAPITAL BANK N.A., a national banking association formerly known as Capital National Bank, with offices and banking quarters at 333 Clay Street, Houston, Texas 77001 (hereinafter called "Secured Party"), for and in consideration of the mutual covenants and agreements herein contained, Debtor and Secured Party hereby amend as of the date of this agreement that certain Security Agreement and Chattel Mortgage ("Chattel Mortgage") between the parties dated as of the 12th day of April, 1979, in the following respects:

Section 1. Section I of the Chattel Mortgage is deleted in its entirety and the following is substituted in its place:

"SECTION I. CREATION OF SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in and a Chattel Mortgage on the Collateral described in Section II of the Security Agreement to secure performance

and payment of (i) that certain promissory note ("Note") dated April 13, 1981, in the original principal amount of \$250,000.00 executed by the Debtor payable to the order of Secured Party, bearing interest and being payable in the manner provided therein; and (ii) all renewals and extensions of the Note; and (iii) all funds hereafter advanced by Secured Party to or for the benefit of Debtor, and all other indebtedness, of whatever kind or character, owing or which may hereafter become owing by Debtor to Secured Party, it being contemplated that Debtor may hereafter become indebted to Secured Party in further sum or sums."

Section II is deleted in its entirety and the following is substituted in its place:

"SECTION II. COLLATERAL

The collateral of this Security Agreement is seven railroad tank cars described more fully in Schedule "A" which is attached hereto and made a part hereof and all additions and accessions thereto, and proceeds thereof. The inclusion of proceeds in the Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by this agreement. So long as no Event of Default has occurred and is continuing, nothing herein shall prevent (i) the Debtor from performing the management agreement effective November

15, 1978 between Debtor and Tank Car Services, Inc. ("TSCI") as amended or supplemented from time to time or (ii) Debtor or Company from performing its obligations under existing lease agreements or from executing and performing additional lease agreements covering the collateral (all such lease agreements being referred to herein as "Lease Agreements")."

The address of Debtor set forth in the opening paragraph of the Chattel Mortgage is changed to 1212 Main Street, Houston, Texas 77002, the name of Secured Party is changed to Capital Bank N.A., to reflect a change of name of Capital National Bank, and the address of Secured Party is changed to 333 Clay Street, Houston, Texas 77001.

Schedules A and B attached to the Chattel Mortgage are deleted in their entirety and replaced by Schedules A and B attached hereto and made a part hereof for all purposes.

Section 2. Except as amended hereby, the Security Agreement and Chattel Mortgage between the parties dated as of the 12th day of April, 1979, shall remain unchanged and the terms and conditions of said Chattel Mortgage shall continue and be binding upon the parties. Each of the terms defined in the Chattel Mortgage is used in this Amendment with the same meaning.

Section 3. This Amendment shall be deemed to be a contract under and subject to, and shall be construed for all purposes and accordance with, the laws of the State of Texas.

Section 5. It is further agreed that on or before April 13, 1981, Secured Party shall have received all of the following in form and substance satisfactory to it:

(a) Certified resolutions of the Board of Directors of Debtor evidencing approval of this Amendment and the execution and delivery by authorized officers of the Note, this Amendment and other documents necessary to effect the transactions contemplated by the Chattel Mortgage and this Amendment.

(b) A signed copy of the certificate of the secretary or an assistant secretary of Debtor which shall certify the names of the officers of Debtor authorized to sign this Amendment together with the true signatures of such officers.

(c) A certificate of a duly authorized officer of Debtor stating that no event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default under the Chattel Mortgage.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized officers as of the day and year first above written.

JIMBETCO, INC.

By

Title

James H. Davis  
President

CAPITAL BANK N.A.

By

Dean G. Verner  
Dean G. Verner, Banking Officer

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James H. Davis, of JIMBETCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the free act and deed of said JIMBETCO, INC., a Texas corporation, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th day of April, 1981.

Sherry K Grogan  
NOTARY PUBLIC IN AND FOR  
THE STATE OF T E X A S

SHERRY K. GROGAN  
Notary Public in and for State of Texas  
My Commission Expires: 5-12-84

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Dean G. Verner of Capital Bank N.A., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the free act and deed of Capital Bank N.A., a Texas corporation, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of April, 1981.

Sherry K Grogan  
NOTARY PUBLIC IN AND FOR  
THE STATE OF T E X A S

SHERRY K. GROGAN  
Notary Public in and for State of Texas  
My Commission Expires: 5-12-84

SCHEDULE A

Seven Railroad Tank Cars described as follows:

35-100 33,600 gallon shell full D.O.T. 112J340W Single  
Diameter Stub Sill Tank Cars bearing the following  
serial numbers:

JBIX 100	JBIX 104
JBIX 101	JBIX 105
JBIX 102	JBIX 106
JBIX 103	

SCHEDULE B

Tank Cars JBIX 104, JBIX 105 and JBIX 106 are subject to a lease in favor of Dalco Liquids, Inc. dated December 5, 1980.

Tank Cars JBIX 100, JBIX 101 and JBIX 103 are subject to a lease in favor of N.G.L. Supply, Ltd. of Calgary, Alberta, dated July 21, 1980.

Tank Car JBIX 102 is subject to a lease in favor of Sherritt Gordon Mines Ltd.