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13023-C

RECORDATION NO. 13023-B
JUN 29 1983 12 10 PM

JUN 29 1983 12 10 PM

INTERSTATE COMMERCE COMMISSION

June 27, 1983

INTERSTATE COMMERCE COMMISSION

3-180A070

No. JUN 29 1983

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D. C. 20423

Date
Fee \$ 20.00

ATTENTION: Ms. Mildred Lee

ICC Washington, D. C.

Gentlemen:

RECEIVED
JUN 29 12 00 PM '83
I.C.C.
FEE OPERATION BR.

Enclosed please find two executed originals of a Renewal and Extension Agreement between Texas Commerce Bank National Association ("Lender") and Henry J. N. Taub, Independent Executor of the Estate of Ben Taub, Deceased, covering and affecting that certain Security Agreement-Equipment from Ben Taub, as Debtor, and the Lender, as Secured Party, duly filed for record with the Interstate Commerce Commission on March 31, 1981 under Recordation No. 13023-A.

Ben Taub, the original maker of the note secured by the above-described Security Agreement, died on September 9, 1982. The note has been renewed, extended and assumed by Henry J. N. Taub in his capacity as Independent Executor of the Estate of Ben Taub, Deceased.

Also enclosed for filing with the Interstate Commerce Commission are two executed originals of an Assumption and Security Agreement between Henry J. N. Taub and the Lender evidencing Henry J. N. Taub's agreement to assume all obligations under the original note, as well as granting to the Lender a security interest in certain equipment more particularly described therein.

Finally, enclosed is our check in the amount of \$20.00 payable to the Interstate Commerce Commission to cover the fees for this service.

Deliver the recorded Renewal and Extension Agreement and Assumption and Security Agreement to the undersigned.

Interstate Commerce Commission
June 27, 1983
Page 2

If you have any questions regarding this matter, do not
hesitate to telephone me.

Very truly yours,


Andrea L. Ferguson
For the Firm

ALF:blb
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

6/29/83

OFFICE OF THE SECRETARY

Andrea L. Ferguson
Liddell, Sapp, Zively, Brown & LaBoon
Texas Commerce Tower
Houston, Texas 77002

Dear Ms. Ferguson:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/29/83 at 12:10pm, and assigned re-
recording number(s). 13023-B & 13023-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION

EDUCATION SECRETARIAL OFFICE

MEMORANDUM FOR THE SECRETARY
SUBJECT: [Illegible]

[Illegible text]

[Illegible signature]

RECORDATION NO. 13023-B
FILED 1983

JUN 29 1983 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

ASSUMPTION
AND SECURITY AGREEMENT

THIS ASSUMPTION AND SECURITY AGREEMENT (the "Agreement") is dated effective as of March 19, 1983. The parties hereto are HENRY J. N. TAUB, Independent Executor of the Estate of ^{Ben} Ben Taub, Deceased, and Texas Commerce Bank National Association, a national banking association (the "Bank" or the "Secured Party");

A. Assumption Agreement

Section I. RECITALS:

1. Under date of March 19, 1981, Ben Taub executed and delivered to the Bank that one certain Promissory Note (the "Original Note") dated March 19, 1981, in the original principal amount of \$348,435.00. Said Original Note was renewed by that certain note (the "Renewal Note") executed by Ben Taub and delivered to Bank, dated March 19, 1982 in the original principal amount of \$348,435.00. The payment of the Original Note and Renewal Note is secured by a Security Agreement-Equipment (the "Original Security Agreement") of even date with the Original Note from Ben Taub to Texas Commerce Bank National Association covering, six (6) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coiled and insulated, 100-ton roller bearing trucks bearing the following numbers: RTMX 13089, RTMX 13097, RTMX 13099, RTMX 13100, RTMX 13121 and RTMX 13123 (the "Original Equipment"). The Collateral (the "Original Collateral") includes the Original Equipment and all additions and excessions thereto, and all right to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments to become payable under the leases permitted by the Original Security Agreement or with respect to such Original Equipment, and all accounts, chattel paper, and general intangibles with respect thereto and for proceeds thereof and all right, title and

See 195

interest of Ben Taub in that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Ben Taub of even date with the Original Note (the "Management Agreement"). Said Original Security Agreement being filed for record with the Interstate Commerce Commission on March 31, 1981 under Recordation No. 13023-A.

2. Ben Taub, the maker of the Original Note and Renewal Note, died September 9, 1982. Henry J. N. Taub is acting herein in his capacity as Independent Executor of the Estate of Ben Taub pursuant to the Last Will and Testament of Ben Taub dated September 5, 1967, admitted to probate by Order Admitting Will to Probate dated December 14, 1982, Cause No. 182,182, Probate Court No. 2, Harris County, Texas.

3. The Renewal Note matured on March 19, 1983, and pursuant to a Renewal and Extension Agreement (the "Renewal and Extension Agreement"), executed of even day herewith, Henry J. N. Taub, in his capacity as Independent Executor of the Estate of Ben Taub, desires to become liable and assume all obligations of Ben Taub to the Bank under the terms of the Original Note, the Renewal Note, the Renewal and Extension Agreement and the Original Security Agreement.

Section II. AGREEMENTS:

For and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Henry J. N. Taub, in his capacity as the Independent Executor of the Estate of Ben Taub, and the Bank do hereby agree as follows:

1. Henry J. N. Taub, in his capacity as Independent Executor of the Estate of Ben Taub, assumes and agrees, timely and faithfully to pay, as the same becomes due, all principal and interest remaining unpaid on the Original Note and Renewal Note

and all principal and interest remaining to be paid pursuant to the Renewal and Extension Agreement until the Original Note as renewed and extended by the Renewal Note and Renewal and Extension Agreement has been fully paid and satisfied.

2. Henry J. N. Taub, in his capacity as Independent Executor of the Estate of Ben Taub, hereby expressly agrees that all terms, provisions, or restrictions, duties and responsibilities under the Original Note, the Original Security Agreement, the Renewal Note and the Renewal and Extension Agreement shall apply to Henry J. N. Taub, in his capacity as Independent Executor of the Estate of Ben Taub, as if Henry J. N. Taub, the Independent Executor of the Estate of Ben Taub, had executed the Original Note, the Security Agreement and the Renewal Note.

3. Payment of the Original Note shall be governed by the Renewal and Extension Agreement.

4. The lien and security interests of the Original Security Agreement are hereby ratified, confirmed, renewed, extended and brought forward as continuing to secure the payment of the Original Note as renewed and extended by the Renewal Note and Renewal and Extension Agreement as assumed hereby.

5. Nothing herein shall in any manner affect, impair, or extinguish the Original Note, the Renewal Note or the Renewal and Extension Agreement or the liens and security interest securing the payment of the same, the said liens and security interest are not waived. All security for the Original Note, the Renewal Note and for the Renewal Extension Agreement shall be taken and held as cumulative.

6. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns, except that Henry J. N. Taub, in his capacity as Independent Executor of the Estate of Ben Taub, may not assign the rights or obligations hereunder without the prior written consent of the Bank.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America in all respects, including, without limitation, matters of construction, validity and performance.

8. Should any provision of this Agreement be prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

B. Security Agreement-Equipment (the "Supplemental Security Agreement")

Section I. Creation of Security Interest.

Henry J. N. Taub, in his capacity as the Independent Executor of the Estate of Ben Taub, of 333 W. Loop North, Fourth Floor, Houston, Harris County, Texas, 77024, hereinafter called "Debtor," and Texas Commerce Bank National Association, 712 Main Street, Houston, Harris County, Texas, hereinafter called "Secured Party," agree as follows:

Debtor hereby assigns, transfers and sets over to Secured Party, and grants to Secured Party a security interest in the Collateral described in Subparagraph B, Section II of this Agreement to secure performance and payment of all of the obligations and indebtedness of Debtor to Secured Party incurred under that certain promissory note dated March 19, 1981 in the principal amount of Three Hundred Forty-Eight Thousand Four Hundred Thirty-Five Dollars (\$348,435.00) (the "Original Note"), executed by Ben Taub, deceased, payable to the order of Secured Party, which note, together with all other notes given in substitution thereof or in modification, renewal, or extension thereof including the Renewal Note as well as the Renewal and Extension Agreement of

even date herewith, in whole or in part, is hereinafter called the "Note."

Section II. Collateral.

The collateral of this Security Agreement shall hereby be referred to as Equipment ("Equipment") as defined below or as the Collateral ("Collateral"). Said Collateral being the Original Collateral assigned, transferred and set over by Ben Taub, deceased, as security for the Original Note, pursuant to a Security Agreement-Equipment filed for record with the Recordation Division of the Interstate Commerce Commission on March 31, 1981, under Recordation No. 13023-A.

Equipment shall mean six (6) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers: RTMX 13089, RTMX 13097, RTMX 13099, RTMX 13100, RTMX 13121 and RTMX 13123.

The Collateral shall include the Equipment and all additions and accessions thereto, and all rights to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments now or hereafter to become payable under the leases permitted hereby or with respect to such Equipment and all accounts, chattel paper, and general intangibles with respect thereto and proceeds thereof and all right, title and interest of Debtor in that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor of even date with the Original Note (the "Management Agreement"). The inclusion of proceeds in this Agreement does not authorize Debtor to sell, dispose of or otherwise use the Equipment in any manner not specifically authorized by the Original Security Agreement or this Agreement.

Section III. Payment Obligations of Debtor.

1. Debtor shall pay to Secured Party any sum or sums due or which may become due pursuant to the Note, in accordance with the terms of the Note and the terms of this Agreement.

2. All proceeds in the form of cash and negotiable instruments for the payment of money received by Debtor in payment of any of the lease rentals on the Equipment will be paid over to Secured Party for application upon the indebtedness of Debtor to Secured Party, the order and method of application to be in the sole discretion of Secured party.

3. Debtor shall account fully and faithfully to Secured Party for proceeds from the disposition of the Collateral in any manner and shall, upon request, pay or turn over promptly in cash, negotiable instruments, drafts assigned accounts or chattel paper or lease rentals, all the proceeds from any such disposition to be applied to Debtor's indebtedness to Secured Party, subject, if other than cash, to final payment or collection.

4. Debtor shall pay to Secured Party on demand all expenses and expenditures, including reasonable attorneys' fees and other legal expenses incurred or paid by Secured Party in exercising or protecting its interests, rights and remedies under this Agreement, plus interest thereon at the highest lawful rate.

5. Debtor shall pay immediately, without notice, the entire unpaid indebtedness of Debtor to Secured Party secured by this Agreement, upon Debtor's default under Subparagraph B, Section V of this Agreement.

Section IV. Debtor's Warranties, Representatives and Agreements.

Debtor warrants, represents and agrees that:

1. All information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Agreement are and shall be true, correct, complete, valid and genuine in all material respects.

2. No Interstate Commerce Commission filing or financing statement or other filing covering the Collateral or its proceeds is on file in any public office. Except for the security interest granted in the Original Security Agreement, there is no lien, security interest or encumbrance in or on the Collateral.

3. Demand, notice, protest and all demands and notices of any action taken by Secured Party under this Agreement, or in connection with any indebtedness secured hereby shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

<u>Debtor</u>	<u>Secured Party</u>
Mr. Henry J. N. Taub, Independent Executor of the Estate of Ben Taub 333 West Loop North, 4th Floor Houston, Texas 77024	Texas Commerce Bank National Association 712 Main Street Houston, Texas 77002 Attn: Metro/Professional Division

4. Debtor will promptly notify Secured Party in writing of any addition, change and/or discontinuance of (a) his address as shown at the beginning of Subparagraph B of this Agreement; or (b) his name, his identity or his capacity.

5. Debtor shall pay prior to delinquency all taxes, charges, liens and assessments against the Collateral, and upon Debtor's failure to do so, Secured Party at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the indebtedness secured by this Agreement and shall be paid to Secured Party by Debtor immediately and without demand, with interest thereon at the highest lawful rate.

6. The Collateral will be used for business use and for leasing to responsible and credit-worthy third parties, unless Secured Party consents in writing to another use.

7. The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and will not be used in violation of any statute or ordinance.

8. The Collateral will not be sold, transferred or disposed of by Debtor or be subjected to any unpaid charge, including rent and taxes, or to any subsequent interest of a third person created or suffered by Debtor voluntarily, except the Management Agreement and leases to responsible and credit-worthy third parties, unless Secured Party consents in advance in writing to such sale, transfer, disposition, charge or subsequent interest.

9. Debtor will have and maintain insurance at all times with respect to the Collateral in amounts equal to the full insurable value of such Collateral and with respect to such risks as Secured Party may require. Such insurance policies shall contain such terms, be in a form, for a period and be written by companies satisfactory to Secured Party. Such insurance policies shall contain a standard mortgagee's endorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for ten days minimum cancellation notice to Secured

Party. All drafts or instruments of any kind evidencing payment under any such insurance policies which come into possession of Debtor shall be immediately delivered to Secured Party. No such policies shall be payable to any party other than Secured Party and Debtor. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. At the option of Secured Party, Debtor shall apply such proceeds to (a) purchase equipment in substitution for the Equipment with respect to which the insurance loss was sustained and in such event the equipment so purchased shall become Collateral; (b) repair the Equipment with respect to which the insurance loss was sustained; or (c) reduce by an amount equal to the aggregate sum of such proceeds, the indebtedness secured hereby. Secured Party may act as attorney for Debtor in obtaining, adjusting, setting and cancelling such insurance and endorsing any drafts drawn by insurers of the Collateral. Secured Party may apply proceeds of such insurance which may be received by it in payment on account of the obligations secured hereby, whether due or not.

10. Debtor will sign and execute all Financing Statements and other documents and procure any documents, and pay all connected costs, necessary to protect the security interest under this Agreement against the rights and interest of third persons.

11. Debtor shall, at its expense, do, make, procure, execute and deliver all acts, things, writings, and assurances as Secured Party may at any time request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Agreement.

12. Except in the ordinary course of business, Debtor will not lend, rent, lease, sell, transfer or otherwise dispose of the Collateral or any interest therein except as authorized in this Agreement or in writing by Secured Party. Debtor shall keep the

Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from liens, encumbrances, and security interests other than that of Secured Party, except for liens arising by operation of law securing charges or taxes not yet past due and liens which are being contested in good faith.

13. Debtor may from time to time, as Debtor determines appropriate, repair, overhaul, exchange, remove, salvage and replace parts and equipment on or with respect to the Collateral.

14. This Agreement has been duly and validly executed and delivered by Debtor and constitutes the valid and legally binding obligations of Debtor, enforceable in accordance with its terms.

Section V. Events of Default.

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (hereinafter called an "Event of Default"):

1. Debtor's failure to pay when due any indebtedness secured by this Agreement, either principal or interest.

2. Default by Debtor in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this Agreement or in any note secured hereby or any instrument securing payment thereof.

3. Any warranty, representation, or statement contained in this Agreement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to make a loan to Debtor proves to have been false or misleading when made or furnished.

4. Loss, theft, substantial damage, destruction, of the Collateral, or the sale or encumbrance (except as permitted by this Agreement) of any of the Collateral, or the making of any levy, seizure or attachment of or on any of the Collateral.

5. Debtor's death, insolvency or business failure; the appointment of a receiver of all or any part of the property of Debtor; an assignment for the benefit of creditors by Debtor; the calling of a meeting of creditors by Debtor; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor, surety or endorser for Debtor.

6. Any statement of the financial condition of Debtor or of any guarantor, surety, co-maker or endorser of any liability of Debtor to Secured Party submitted to Secured Party by Debtor or any such guarantor, surety, co-maker or endorser proves to be false in any material respect.

7. Any guarantor, surety, co-maker or endorser for Debtor defaults in any obligation or liability to Secured Party.

Section VI. Secured Party's Rights and Remedies.

A. Rights Exclusive of Default.

1. This Agreement, Secured Party's rights hereunder or the indebtedness hereby secured may be assigned from time to time, and in any such case the Assignee shall be entitled to all of the rights, privileges and remedies granted in this Agreement to Secured Party.

2. Secured Party may enter upon Debtor's premises at any reasonable time to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making such inspection.

3. Secured Party may call at Debtor's place or places of business at intervals to be determined by Secured Party and, without hindrance or delay, inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence and other data relating to the Collateral and Debtor shall assist Secured Party in making any such inspection.

4. Secured Party may make any demand upon or give any notice to Debtor by its deposit in the mails or with a telegraph company, addressed to Debtor at Debtor's address shown at the beginning of Subparagraph B of this Agreement, or to the change of address of which Debtor has last notified Secured Party in writing.

5. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization, plus interest thereon at the highest lawful rate.

6. In protecting, exercising or assuring its interests, rights and remedies under this Agreement, Secured Party may execute, sign, endorse, transfer and deliver, negotiable and other instruments for the payment of money, documents of title or other evidences of payment, shipment or storage for any form of Collateral or proceeds on behalf of and in the name of Debtor.

7. Secured Party may notify the account debtors or obligators of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness remitted by Debtor to Secured Party as proceeds to pay Secured Party directly.

8. Secured Party may at any time demand, sue for, collect or make any compromise or settlement with reference to the Collateral as Secured Party, in its sole discretion, chooses.

B. Remedies After Default.

Upon the occurrence of an Event of Default and at any time thereafter:

1. Secured Party may declare all obligations secured hereby immediately due and payable and shall have the rights and remedies of a Secured Party after default under the Uniform Commercial Code of Texas, and in addition thereto and cumulative thereof, the following rights: the right to sell, lease or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose Secured Party may enter upon premises on which the Collateral or any part thereof may be situated and remove the same therefrom. It is agreed and understood that upon the occurrence of an Event of Default, as herein defined, Secured Party may enter upon any premises on which the Collateral or any part thereof may be situated, take possession and remove the same therefrom by any lawful means, either judicial or nonjudicial, including without limitation, nonjudicial retaking of the Collateral by the Secured Party from the possession of the Debtor and judicial sequestration of the Collateral without notice and without hearing, whether or not Debtor is about to remove Collateral beyond the jurisdiction of the Court in which any judicial proceeding could be brought, or conceal or destroy said Collateral. As a part of the consideration for the execution and delivery of this Security Agreement and as an inducement to Secured Party to extend the credit evidenced hereby, Debtor, with full knowledge and understanding of the consequences of its act, hereby expressly waives any and all rights to notice, legal process, and hearing, judicial or nonjudicial, prior to such judicial or nonjudicial retaking. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold in a recognized market, Secured Party

will send Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to Debtor at the address designated at the beginning of this Agreement at least ten (10) days before the time of sale or disposition. Secured Party may apply the proceeds of any disposition of the Collateral to the satisfaction of the indebtedness of Debtor secured hereby and the expenses of sale in any order or preference which Secured Party in its sole discretion may choose. Reasonable expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, and Debtor agrees to pay such expense, plus interest thereon at the highest lawful rate. Debtor shall remain liable for any deficiency.

2. Securing Party may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default.

3. The remedies of Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party.

Section VII. Additional Agreements.

1. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this instrument.

2. No failure or delay on the part of the Secured Party in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of

any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No modification or waiver of any provision of this Agreement or of the Note nor consent to any departure by the Debtor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Debtor in any case shall entitle the Debtor to any other or further notice or demand in similar or other circumstances.

3. "Secured Party" and "Debtor" as used in this instrument, shall include the successors, representatives, receivers and assigns of those parties. Terms not defined in this instrument which are defined in the Uniform Commercial Code are used with the meanings as therein defined. All notices and other communications required or permitted to be given hereunder shall be deemed to have been effectively given if given in writing and sent by United States mail, postage prepaid as a registered or certified item, to Debtor at the address shown at the beginning hereof, or such other address as Debtor shall have supplied to Secured Party in writing.

4. Except with the prior written consent of the Secured Party, none of the Collateral shall be released herefrom until all of the indebtedness secured hereby shall have been fully paid and performed.

5. The parties hereto agree that this Security Agreement shall be governed by and construed and enforced under the laws of the State of Texas, except as Federal law shall apply.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed this 17TH day of JUNE, 1983.

Henry J. N. Taub
HENRY J. N. TAUB, Independent
Executor of the Estate of Mr.
Ben Taub

"DEBTOR"

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: *J. David Thomas*
Name: J. DAVID THOMAS
Title: VICE PRESIDENT

"SECURED PARTY"

(Trip orig)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17TH day of JUNE, 1983, by Henry J. N. Taub as Independent Executor of the Estate of Ben Taub.

Susan Watson Jones
Notary Public in and for
the State of T E X A S
Name: SUSAN WATSON JONES

My Commission Expires:
7/2/84

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of June, 1983, by G. David Thomas, Vice President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.

Lydia L. Mohr
Notary Public in and for
the State of T E X A S
Name: LYDIA L. MOHR

My Commission Expires:
5-31-85

