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ATTORNEYS

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HOUSTON, TEXAS 77002-3095

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1001 FIRST CITY NATIONAL BANK BUILDING
AUSTIN, TEXAS 78701
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RECORDATION NO. 13023-B
FEE \$90
DALLAS OFFICE
DIAMOND SHAMROCK TOWER
DALLAS, TEXAS 75201-6592
(214) 742-3232

13023-C
RECORDATION NO. 13023-C
FILED 1983

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

Fee \$ 20.00
DILLI
\$50

ATTENTION: Ms. Mildred Lee

ICC Washington, D. C.

Gentlemen:

I.C.C.
FEE OPERATION BR.

JUN 29 12 00 PM '83

RECEIVED

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.

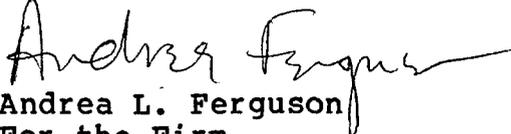
Finally, enclosed is our check in the amount of \$20.00 payable to the Interstate Commerce Commission to cover the fees for this service.

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

RENEWAL AND EXTENSION AGREEMENT

RECORDATION NO. 13023-C
JUN 29 1983 1:10 PM
INTERSTATE COMMERCE COMMISSION

THIS RENEWAL AND EXTENSION AGREEMENT is dated effective as of March 19, 1983. The parties hereto are HENRY J.N. TAUB, Independent Executor of the Estate of ^MBen Taub, Deceased, (the "Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

Ben Taub executed and delivered to the Lender a promissory note ("Original Note") dated March 19, 1981, in the principal sum of Three Hundred Forty-Eight Thousand Four Hundred Thirty-Five Dollars (\$348,435.00) bearing interest at the rate therein stated, with the final stated maturity thereof being March 19, 1982. The Original Note was renewed by that certain promissory note (the "Renewal Note") dated March 19, 1982, in the principal sum of Three Hundred Forty-Eight Thousand Four Hundred Thirty-Five Dollars (\$348,435.00), bearing interest at a rate therein stated, with the final stated maturity thereof being March 19, 1983. Occasionally the Original Note and Renewal Note will collectively be hereinafter referred to as the "Note".

The Note is secured, among other security, by a Security Agreement - Equipment (the "Original Security Agreement") of even date with the Original Note from Ben Taub to the Lender filed for record March 31, 1981 with the Interstate Commerce Commission under Recordation No. 13023-A, said Original Security Agreement covering among other collateral, 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 total collateral for securing said Note, including the Original Equipment and all additions and accessions thereto, right to receive and collect and all rentals, liquidated

damages, proceeds of sale, all per diem mileage or other payments becoming 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 proceeds thereof and all rights to the and 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").

Ben Taub, the original maker of the Note, died September 9, 1982. Henry J.N. Taub is acting herein in his capacity as Independent Executor of the Estate of ~~Ben~~ 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. In his capacity as Independent Executor of the Estate of Ben Taub, Borrower has on even date herewith executed an Assumption and Security Agreement-Equipment (the "Agreement"), said Agreement evidencing Borrower's agreement to assume all obligations under the Note as extended hereby, as well as granting to Lender a security interest in certain equipment described more particularly therein.

The Borrower and the Lender now desire to extend (or further extend) the stated final maturity date of the Note, to make certain other changes to the Note and to ratify and confirm that the Liens continue to secure the Note, as modified hereby.

AGREEMENTS:

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

1. The unpaid principal balance of the Note is Three Hundred Forty-Eight Thousand Four Hundred Thirty-Five Dollars (\$348,435.00).

2. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until the maturity of the Note at the Stated Rate.

3. "Stated Rate" means a rate per annum equal to the Prime Rate from time to time in effect, provided, however, that if the Stated Rate ever exceeds the Highest Lawful Rate, the Stated Rate shall then and thereafter be fixed at a rate per annum equal to the Highest Lawful Rate then and from time to time thereafter in effect until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued had the Highest Lawful Rate at all times been equal to the Prime Rate from time to time in effect.

4. "Prime Rate" shall mean the prime rate as announced from time to time by the Lender and thereafter entered in the minutes of the Lender's Loan and Discount Committee.

5. "Highest Lawful Rate" shall mean the maximum nonusurious rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum nonusurious interest rate. At all such times, if any, as Chapter One of the Texas Credit Code, as now in effect, shall establish the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One of the Texas Credit Code) from time to time in effect. Lender may from time to time, as to current and future balances, implement any other ceiling permitted by applicable law and/or revise any index, formula or provision of law used to compute the rate on the Note by notice to the Borrower, if and to the extent permitted by, and in the manner provided in, such law.

6. Without notice to the Borrower or any other person or entity, the Prime Rate and the Highest Lawful Rate shall each automatically fluctuate upward and downward as and in the amount by which the Lender's prime rate and said maximum nonusurious rate of interest, respectively, fluctuates.

7. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on March 19, 1984, the maturity of the Note.

8. Accrued interest on the unpaid principal balance of the Note shall be due and payable on September 19, 1983, and at the maturity of the Note, as extended hereby (when all principal and accrued interest thereon then unpaid shall be finally due and payable).

9. All past due principal and interest on the Note shall bear interest at the Highest Lawful Rate, or only if applicable law shall not provide a maximum nonusurious rate of interest, then at the Stated Rate plus an additional five percent (5%) per annum.

10. The Liens are hereby ratified and confirmed as continuing to secure the payment of the Note as modified and extended hereby.

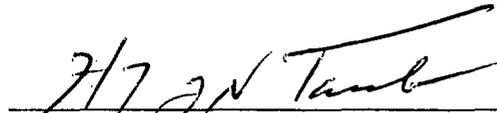
11. Nothing herein shall in any manner affect, impair or extinguish the Note or the Liens securing payment of the Note, and the Liens are not waived.

12. 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.

13. This Agreement shall bind and benefit the parties hereto, including guarantors, and their respective successors and assigns, heirs and legal representatives.

14. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that (i) all loans evidenced by the Note are and shall be "business loans" as such term is used in the Depository Institutions Deregulation and Monetary Control Act of 1980, as amended, and (ii) such loans are 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.


HENRY J. N. TAUB, Independent

Executor of the Estate of
MR. Ben Taub

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: 
Name: J. DAVID THOMAS
Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

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

My Commission Expires: 9/2/84

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 23, 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
Printed Name: LYDIA L. MOHR

My Commission Expires: 5-31-85