

RECORDATION NO. 12721-A Filed 1425

AUG 18 1986 -10 50 AM

INTERSTATE COMMERCE COMMISSION

August 8, 1986

Registered Mail
Return Receipt Requested

Ms. Noreta McGee
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed three original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code and pursuant to 49 CFR Part 1177. This document is a First Amended and Restated Security Agreement, a secondary document, dated August 8, 1986. The primary document to which this is connected is recorded under Recordation No. 12721. The name and address of the parties to the document is as follows:

- (1) The name and address of the Mortgagee (Bank/Secured Party) is:

First City National Bank of Houston
1001 Main Street
Houston, Texas 77002

- (2) The name and address of the Mortgagor (Debtor) is:

Primus Corporation
2727 Allen Parkway
Suite 860
Houston, Texas 77019

- (3) The property covered by the primary document includes railway equipment described as follows:

6-230A027

DATE AUG 18 1986
FEE \$ 30.00
ICC Washington, D. C.

100 OFFICE OF THE SECRETARY
AUG 18 10 45 AM '86
MAIL OPERATING UNIT

Ms. Noreta McGee
August 8, 1986
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Ten (10) railroad cars more fully described below:

<u>Number</u>	<u>Type of Car</u>	<u>Serial #'s</u>
10	23,500 gallon, general purpose non-pressure tank cars, DOT 111A100W3, exterior coiled and insulated.	GLNX 23170 GLNX 23200 GLNX 23201 GLNX 23203 GLNX 23204 GLNX 23205 GLNX 23213 GLNX 23214 GLNX 23244 GLNX 23249

A fee of \$30.00 is enclosed. Please return the original and any extra counterparts not needed by the Commission for recordation to:

J. Cabell Acree, III
Bracewell & Patterson
2900 South Tower Pennzoil Place
Houston, Texas 77002

A short summary of the document to appear in the index follows:

First Amended and Restated Security Agreement executed as of August 8, 1986 by Primus Corporation ("Borrower") and First City National Bank of Houston ("Bank") in connection with that certain Security Agreement executed by Borrower and Bank and dated as of December 30, 1980 with Recordation No. 12721, dated January 9, 1981 and covering the following property:

- (1) Ten (10) railroad cars more fully described on Exhibit "A" attached hereto ("Cars");
- (2) All right, title and interest now owned or hereafter acquired by Borrower in and to that certain Management Agreement dated as of May 15, 1980, between GLNX Corporation, a Texas corporation, and Borrower;

Ms. Noreta McGee
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- (3) All right, title and interest now owned or hereafter acquired by Borrower in and to all now or hereafter existing leases of any of the Cars;
- (4) All right, title and interest now owned or hereafter acquired by Borrower in that certain Tax Sharing Agreement by and between Borrower and Summit Resources Corporation, a Delaware corporation, dated as of June 26, 1980; and
- (5) Each Bank Collateral Account and each Additional Collateral Account.

If you have any questions regarding this matter, or if you need further information, please call J. Cabell Acree, III at (713) 223-2900.

Very truly yours,

FIRST CITY NATIONAL BANK
OF HOUSTON

By: *Alfred F. Woodson Jr.*
Name: Alfred F. Woodson Jr.
Title: Vice President

20JCASGG

Interstate Commerce Commission

Washington, D.C. 20423

8/22/86

OFFICE OF THE SECRETARY

J. Cabell Acree, III

Bracewell & Patterson

2900 South Tower Perinzoil Place

Houston, Texas 77002

Sir:

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/18/86 at 10:50am, and assigned re-
recording number(s). 12721-A

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

REGISTRATION NO. 12721A
FILED 1986

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FIRST AMENDED AND RESTATED SECURITY AGREEMENT INTERSTATE COMMERCE COMMISSION

Section I. Collateral and Obligations.

To secure the performance and payment of all obligations and indebtedness of Primus Corporation, a Texas corporation ("Borrower") to First City National Bank of Houston ("Bank"), 1001 Main Street, Houston, Harris County, Texas 77002, of whatever kind or however or whenever created or incurred whether resulting from or evidenced by notes, guaranty or other agreements, overdrafts, letters of credit, letter of credit agreements, or otherwise and whether now or hereafter existing, including, without limitation, obligations and indebtedness owing by Borrower to Bank under that certain Promissory Note in the original principal amount of \$400,000 payable to the order of Bank and dated August 8, 1986 ("Note"), which constitutes an extension and rearrangement of the indebtedness owing by the Borrower to the Bank resulting from or arising in connection with the letter of credit in the maximum amount of \$601,751.00 dated December 30, 1980 issued by Bank for the account of Borrower naming the Trustees of General Electric Pension Trust as beneficiary and/or the related commercial letter of credit agreement dated December 30, 1980, Borrower hereby grants to Bank a security interest in the property hereinafter described and all proceeds, products, distributions, payments, profits, increases, substitutions, replacements, renewals, additions, amendments and accessions thereof, thereto, therefrom or therefor, including any stock, rights to subscribe, liquidating dividends or other dividends, assets or rights, which Borrower may hereafter become entitled to receive on account of securities pledged hereunder (all such property, proceeds, products, distributions, payments, profits, increases, substitutions, replacements, renewals, additions, amendments and accessions are hereinafter collectively called "Collateral")"

- (1) Ten (10) railroad cars more fully described on Exhibit "A" attached hereto ("Cars");
- (2) All right, title and interest now owned or hereafter acquired by Borrower in and to that certain Management Agreement dated as of May 15, 1980, between GLNX Corporation, a Texas corporation

formerly known as Glenco Transportation Services, Inc. ("GLNX"), and Borrower ("Management Agreement");

- (3) All right, title and interest now owned or hereafter acquired by Borrower in and to all now or hereafter existing leases of any of the Cars ("Leases");
- (4) All right, title and interest now owned or hereafter acquired by Borrower in and to that certain Tax Sharing Agreement dated as of June 26, 1980 by and between Borrower and Summit Resources Corporation, a Delaware corporation ("Summit"), Summit's right, title, interest, and obligations therein and thereunder having been assigned to and assumed by EquiSource International Incorporated, a Delaware corporation ("EquiSource") pursuant to that certain Assignment and Assumption dated as of June 30, 1982 between Summit and EquiSource ("Tax Sharing Agreement");
- (5) All right, title and interest now owned or hereafter acquired of Borrower in and to that certain promissory note dated as of August 8, 1986, executed by Delta Investments, a Texas general partnership ("Delta") in the maximum principal amount of \$230,000.00 and payable to the order of Borrower ("Delta Note") and all of the rights, titles, interests, guaranties, liens, security interests, powers, and agreements in any way related to, or securing the payment of such promissory note, including without limitation, that certain Security Agreement dated as of August 8, 1986 executed by Delta in favor of Borrower ("Delta Security Agreement") and any future security documents delivered to Borrower or Bank by Delta which concern the collateral described in Section I of the Delta Security Agreement ("Delta Collateral") (such future security documents being hereinafter referred to collectively as the "Delta Security Documents").

Section II. Payment Obligations of Borrower.

Borrower shall pay to Bank when due any amount which may be due from Borrower to Bank. Borrower shall account

fully and faithfully to Bank for all distributions, payments, profits and proceeds of or from the Collateral and shall upon demand pay or turn over promptly in money, instruments, drafts, assigned accounts, or chattel paper all such distributions, payments, profits, and proceeds to be applied to the obligations and indebtedness secured hereby, whether or not due and payable, in such order as Bank may elect, subject, if other than cash, to final payment or collection.

Section III. Borrower's Representations, Warranties and Agreements.

Borrower represents, warrants and agrees that:

1. All written information supplied and written statements made at any time (whether prior to, contemporaneously with or following the execution hereof) to Bank in connection with any obligation or indebtedness hereby secured or by or on behalf of Borrower in any financial, credit, accounting or other statement or certificate or application for credit are and shall be true, correct, complete, valid and genuine. Borrower shall keep accurate and complete records of the Collateral, shall give Bank or its representatives access to such records at all times and shall provide such other information concerning the Borrower and the Collateral as the Bank may require. The address of Borrower's place of business, residence, chief executive office and office where Borrower keeps its records concerning its accounts, contract rights and general intangibles is set forth beside Borrower's signature hereon. Borrower shall immediately notify Bank of any discontinuance of or change in such address, any change in the location of its place of business, residence, chief executive office or office where it keeps such records, and any change in its name.

2. No certificate of title, financing statement, filing with the Interstate Commerce Commission ("ICC"), the Association of American Railroads, the Department of Transportation or other government or industry authority or other filing or document showing any lien on or security interest in the Collateral except that of Bank is or will be outstanding or on file at any time. Borrower has good and marketable title to the Collateral, subject only to the security interests of Bank and subject to no other security

or other interest, lien, encumbrance or restriction whatsoever. Attached hereto as Exhibits "B", "C", "D", "E", "F", "G", "H", and "I" are true and correct copies of the Management Agreement, the Tax Sharing Agreement, the Leases, the Delta Note, the Delta Security Agreement, that certain letter agreement dated August 8, 1986 among Bank, Borrower, and GLNX ("GLNX Letter Agreement") that certain letter agreement dated as of August 8, 1986 among Bank, Borrower, and EquiSource ("EquiSource Letter Agreement") and that certain letter agreement dated August 8, 1986 among Bank, Borrower, and Delta ("Delta Letter Agreement"), all of which are currently in full force and effect in the forms set forth in such Exhibits. The Borrower will not permit to occur any amendment, other modification or termination of the Management Agreement, the Tax Sharing Agreement, the Leases, the Delta Note, the Delta Security Agreement, the Delta Security Documents, the GLNX Letter Agreement, the EquiSource Letter Agreement, or the Delta Letter Agreement and will otherwise keep the Management Agreement, the Tax Sharing Agreement, the Leases, the Delta Note, the Delta Security Agreement, the Delta Security Documents, the GLNX Letter Agreement, the EquiSource Letter Agreement, and the Delta Letter Agreement in full force and effect. The right, title, and interest now owned by Borrower in the Management Agreement is at least all rights, titles and interests of the "Owner" therein referred to, subject to no security or other interest, lien, encumbrance or restriction whatsoever. The right, title and interest now owned by Borrower in the Tax Sharing Agreement is at least all rights, titles and interests of the "Affiliate" therein referred to, subject to no security or other interest, lien, encumbrance or restriction whatsoever. Borrower has full power and lawful authority to sell and assign the Collateral and to grant to Bank a first and prior security interest therein as herein provided, and Borrower will defend the Collateral against the claims and demands of all third persons. Except for security interests granted to Bank, Borrower will not grant any security interest in or lien on, or otherwise transfer, dispose of, encumber or restrict the transferability of any right, title, or interest now owned or hereafter acquired by Borrower in or to the Tax Sharing Agreement, the Management Agreement, any of the Leases, the Delta Note and all of the rights, titles, interests, powers, and agreements in any way related to, or securing the payment of such Promissory Note, the Delta Security Agreement, and the Delta Security Documents. Except for security interests granted to Bank and except for liens permitted under Section III, paragraph 9

hereof Borrower will not grant any security interest in or lien on, or otherwise transfer, dispose of, encumber or restrict the transferability of any right, title or interest now owned or hereafter acquired by Borrower in or to any other Collateral. Borrower will not permit Delta to grant any security interest in or lien on or otherwise transfer, dispose of, encumber, or restrict the transferability of any right, title, or interest now owned or hereafter acquired by Delta in the Delta Collateral. If an Event of Default (as defined under the Delta Security Agreement) occurs under the Delta Security Agreement or if an Event of Default (as it is, or may be, defined under the respective Delta Security Documents) occurs under the Delta Security Documents, or otherwise, and an Event of Default has not occurred under this First Amended and Restated Security Agreement Borrower must exercise all of the rights that Borrower may have under the Delta Note, the Delta Security Agreement, the Delta Security Documents, or otherwise, including, without limitation, (i) selling or otherwise disposing of the Delta Collateral pursuant to the provisions of the Texas Uniform Commercial Code and immediately remitting to Bank any and all of the proceeds derived from such sale and/or (ii) strictly foreclosing on the Delta Collateral pursuant to the provisions of the Texas Uniform Commercial Code and performing all acts and executing all documents that are necessary for the Bank to gain all right, title, and interest in and to the Delta Collateral, and without in any way limiting the foregoing, Borrower will cooperate with Bank in all respects in realizing on the Delta Collateral so that the value of all of the Bank's rights in the Delta Collateral under this First Amended and Restated Security Agreement is preserved. The Collateral (i) is genuine, free from default, prepayment or defenses and all persons appearing to be obligated thereon are bound thereon as they appear to be from the face thereof; and (ii) complies with applicable laws. The description of the Cars contained on Exhibit "A" hereto is an accurate description of the type of railway equipment that the Cars constitute; the A.A.R. mechanical designation, if any, of the Cars, all identifying marks on the Cars and the serial numbers of the Cars, are sufficient in all respects to comply with the requirements of all applicable regulations.

3. The Borrower has delivered to the Bank its balance sheet dated as of September 30, 1985. Such balance sheet is true and correct in all material respects, has been prepared in accordance with generally accepted accounting principles

consistently applied and fairly presents the financial condition of the Borrower as of the date thereof. No material adverse change in the condition, financial or otherwise, of the Borrower has occurred since such date, and there are no material unrealized or anticipated losses with respect to the Borrower not reflected by such balance sheet. Borrower will deliver to the Bank during January of each year following 1986, an unqualified audit report as of and for the year ended September 30 of the immediately preceding year with respect to the Borrower prepared by independent certified public accountants acceptable to the Bank, including the balance sheet of the Borrower as of September 30 of such immediately preceding year, the statement of income and retained earnings of the Borrower for the twelve month period ending on September 30 of such immediately preceding year and the statement of changes in financial position and stockholders' equity of the Borrower for such period, all prepared in accordance with generally accepted accounting principles consistently applied. The Bank's acceptance of a qualified audit report for the year ended September 30, 1985 was not, and shall not be construed to be, a waiver or modification of the Borrower's obligation hereunder to deliver unqualified audit reports. Borrower will deliver to the Bank quarterly unaudited statements within 90 days following the close of each quarter of Borrower (except the quarter ending concurrently with the fiscal year end), including, without limitation, the balance sheet of Borrower for such period, statements of income and retained earnings of Borrower for such period, and statements of changes in financial position and stockholders' equity for such period, all prepared in accordance with generally accepted accounting principles consistently applied.

4. The Borrower has delivered to the Bank GLNX's balance sheet dated as of September 30, 1985. Borrower will cause to be delivered to the Bank during January of each year following 1986, an unqualified audit report as of and for the year ended September 30 of the immediately preceding year with respect to GLNX prepared by independent certified public accountants acceptable to the Bank, including the balance sheet of GLNX as of September 30 of such immediately preceding year, the statement of income and retained earnings of GLNX for the twelve month period ending on September 30 of such immediately preceding year and the statement of changes in financial position and stockholders' equity of GLNX for such period, all prepared in accordance with generally accepted accounting principles consistently

applied. Borrower will cause to be delivered to the Bank quarterly unaudited statements for GLNX within 90 days following the close of each of GLNX's quarters, including, without limitation, statements of income and retained earnings of GLNX for each period, and statements of changes in financial position and stockholders' equity for such period, all prepared in accordance with generally accepted accounting principles consistently applied. Within 10 days of its receipt thereof, Borrower will deliver to Bank all information, notices, documents, and other items delivered to Borrower by or through GLNX.

5. The Borrower has delivered to the Bank EquiSource's balance sheet dated as of September 30, 1985. Borrower will cause to be delivered to the Bank during January of each year following 1986, an unqualified consolidated audit report as of and for the year ended September 30 of the immediately preceding year with respect to EquiSource prepared by independent certified public accountants acceptable to the Bank, including the balance sheet of EquiSource as of September 30 of such immediately preceding year, the statement of income and retained earnings of EquiSource for the twelve month period ending on September 30 of such immediately preceding year and the statement of changes in financial position and stockholders' equity of EquiSource for such period, all prepared in accordance with generally accepted accounting principles consistently applied. Borrower will cause to be delivered to the Bank quarterly unaudited statements for EquiSource within 90 days following the close of each of EquiSource's quarters, including without limitation, statements of income and retained earnings of EquiSource for such period, and statements of changes in financial position and stockholders' equity for such period, all prepared in accordance with generally accepted accounting principles consistently applied. Within 10 days of its receipt thereof, Borrower will deliver to Bank all information, notices, documents, and other items delivered to Borrower by or through EquiSource.

6. Within thirty (30) days of written request by Bank to Borrower, Borrower will, at its cost and expense, cause to be plainly, distinctly, permanently and conspicuously placed, fastened or painted upon each side of each Car a legend bearing the following words (and/or such other words as may be requested by Bank) in letters not less than one inch in height:

"FIRST CITY NATIONAL BANK OF HOUSTON,
HOUSTON, TEXAS, IS THE HOLDER OF A VALID
SECURITY INTEREST OF FIRST PRIORITY
ON THIS CAR."

7. Borrower will take all necessary steps to preserve the liability of account debtors (including, without limitation, GLNX, EquiSource, and any lessee under any Lease), obligors and secondary parties whose obligations are a part of the Collateral. Bank's duty with reference to the Collateral in Bank's actual possession shall be solely to use reasonable care in the physical preservation of such Collateral. Bank shall not be responsible in any way for any depreciation in the value of the Collateral, nor shall any duty or responsibility whatsoever rest upon Bank to take necessary steps to preserve rights against prior parties. Protest and all demands and notices of any action taken by Bank under this First Amended and Restated Security Agreement, or in connection with any Collateral, except as otherwise provided in this First Amended and Restated Security Agreement, are hereby waived, and any indulgence of Bank, substitution for, exchange or release of any person liable on the Collateral is hereby assented and consented to. Bank may inspect at any time the Collateral and Borrower's books and records pertaining to the Collateral. Borrower shall assist Bank in making any such inspection. The Cars will not at any time be located in any country other than the United States, Canada, or Mexico. The Collateral will not be misused, wasted or allowed to deteriorate, except for the ordinary wear and tear in connection with its intended primary use, and will not be used in violation of any statute, regulation, or ordinance. Borrower will keep the Cars in good working condition and will pursue with reasonable diligence all repairs and modifications necessary to keep the Cars in good working condition. The Collateral will not be affixed to any real estate or other goods so as to become fixtures or accessions.

8. Borrower will maintain at all times (i) all risks insurance with respect to all Cars covering physical loss or damage in an amount of \$61,000 for each Car, with a deductible of not more than \$5,000 per occurrence; (ii) liability insurance of at least \$500,000 per occurrence, with a deductible of not more than \$5,000 per occurrence; (iii) umbrella-type insurance coverage in an amount not less than \$10,000,000; and (iv) such other insurance as Bank may reasonably request from time to time. Borrower shall

furnish Bank with certificates or other evidence of insurance required hereby. No such insurance shall be payable to any person other than Bank, Borrower or GLNX. Bank may act as attorney for Borrower in settling any claim in connection with such insurance and endorsing any draft drawn by any insurer of the Collateral. If any insurance required hereby expires or otherwise is not in full force and effect at any time and Borrower fails to obtain replacement insurance, Bank may, but need not, obtain replacement insurance (which may, at Bank's option, cover only the interest of Bank) pay the premiums therefor, add the amount of such premiums to the indebtedness secured hereby and, to the extent permitted by law, charge interest thereon at the same rate of interest as is provided in the Note. Borrower agrees to reimburse Bank on demand for the amount of such premium and such interest. Policies evidencing any property insurance required hereby shall contain a standard mortgagee's endorsement providing for payment of any loss to Bank and shall provide for a minimum of ten (10) days prior written notice to Bank of any cancellation. Bank may take control of proceeds of insurance and shall have the right, at Bank's option, to (i) apply all or any part of such proceeds of insurance which may be received by it in payment on account of the obligations and indebtedness secured hereby, in such order as it elects, whether or not due and payable or (ii) remit all or any part of such proceeds to Borrower.

9. Except for (i) the lease from time to time in the ordinary course of business of the Cars pursuant to Leases in which the Bank has a valid and perfected security interest of first priority, (ii) restrictions on the Cars as provided in the Management Agreement and (iii) liens for taxes not yet due or payable and mechanic's, carrier's, workman's or repairman's liens arising in the ordinary course of the Borrower's business securing obligations which are not yet due or payable (provided, however, that the aggregate of all amounts secured by any liens permitted by this Clause (iii) shall not at any time exceed \$6,000 per Car not released from the coverage of this First Amended and Restated Security Agreement prior to such time), none of the Collateral will be sold, leased, rented or otherwise transferred, encumbered or disposed of or be subjected to any unpaid charge, including rent and taxes, or to any other interest of any person (other than the Bank), whether existing with or without the consent of the Borrower, and the transferability of the Collateral will not be restricted except as provided by this First Amended and Restated

Security Agreement. Borrower will do, make, procure, execute and deliver all acts, things, writings and assurances as Bank may at any time request to perfect, protect, assure or enforce Bank's interest, rights and remedies created by or arising in connection with this First Amended and Restated Security Agreement, including, without limitation, the execution of financing statements, applications for certificates of title, filings with the ICC or any other authority and like documents. Without limiting the generality of the foregoing, the Borrower will within ten (10) days of demand by Bank provide such documents, instruments, agreements, and other writings satisfactory in all respects to the Bank as may be requested by Bank in order to create, protect, perfect, and assure under all laws (including, without limitation, the laws of Canada and Mexico and of all states, provinces and other jurisdictions therein) a valid and perfected lien, mortgage, and security interest of first priority in favor of Bank enforceable against all persons whatsoever (including, without limitation, a bankruptcy trustee or similar person) in all Collateral securing all indebtedness and obligations of Borrower to Bank as more fully described in Section I hereof. In the event the Borrower fails or is unable to comply with the provisions of the immediately preceding sentence as to any Car, the Borrower shall within ten (10) days of such demand pay to the Bank an amount equal to the Prepayment Amount (as hereinafter defined) as to such Car, and Bank shall have the right, at Bank's option, to (i) apply all or any portion of such amount in payment on account of the obligations and indebtedness secured hereby, in such order as it elects, whether or not due and payable or (ii) remit all or any portion of such amount to Borrower. All actions taken by or required to be taken by Borrower in connection with this First Amended and Restated Security Agreement shall be at Borrower's expense. Additionally, Borrower agrees to reimburse Bank for reasonable attorneys' fees incurred by Bank in connection with the preparation of this First Amended and Restated Security Agreement, the Note, and any other documents executed in connection herewith. Without notice or demand from Bank, Borrower agrees to deliver to Bank all certificates of title pertaining to Collateral as to which a certificate of title has been or may be issued.

10. Borrower will not create, incur, assume or suffer to exist, any obligations, indebtedness, or liabilities of whatever kind or however or whenever created, except (i) the obligations and indebtedness of the Borrower described in

such fiscal year under the Tax Sharing Agreement plus (c) the amounts actually received by the Borrower during such fiscal year under the Delta Note ("Actual Gross Proceeds") were equal to or in excess of the Minimum Proceeds Amount for such fiscal year. The fiscal year of the Borrower ends on, and will continue to end on, September 30.

13. The execution, delivery and performance of this First Amended and Restated Security Agreement, the Note, any financing statement executed by the Borrower in connection with this First Amended and Restated Security Agreement, the GLNX Letter Agreement, the EquiSource Letter Agreement, Delta Letter Agreement, the Management Agreement, the Tax Sharing Agreement, any and all of the Leases and any other agreement executed by Borrower in connection with such agreements or the Note (collectively, the "Loan Documents") are within Borrower's power and authority and are not in contravention of law or any indenture, agreement or undertaking to which Borrower is a party or by which Borrower is bound. Borrower is validly organized, existing and in good standing under the laws of Texas, is duly qualified to transact business in Texas and in each other jurisdiction in which such qualification is necessary and is duly authorized to execute, deliver and perform all of the Loan Documents. The Loan Documents have been duly authorized, executed and delivered by the Borrower and constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms. Borrower is not required to obtain any consent, approval or authorization of, or to make any registration, declaration or filing with, any government or government entity as a condition precedent to the valid execution and delivery of any of the Loan Documents.

14. In the event of total loss of any of the Cars, Borrower shall within one hundred eighty (180) days of such loss pay to the Bank an amount equal to the Prepayment Amount (as defined herein) as to such Car, and Bank shall have the right, at Bank's option, to (i) apply all or any portion of such amount in payment on account of the obligations and indebtedness secured hereby, in such order as it elects, whether or not due and payable or (ii) remit all or any portion of such amount to Borrower.

15. The Borrower will maintain its corporate existence and its right to do business in Texas and all other jurisdictions in which the nature of its business or property

requires it to be qualified. The Borrower will not merge with or into or consolidate with any person or sell all, or substantially all, of its property and assets to any person or purchase or otherwise acquire all, or substantially all, of the property and assets of any other person.

16. Borrower agrees that in performing any act under the Loan Documents and any note, guaranty agreement, or other obligations secured hereby, time shall be of the essence and Bank's acceptance of partial or delinquent payments, or failure of Bank to exercise any right or remedy, shall not be a waiver of any obligation of Borrower or right of Bank or constitute a waiver of any other similar default subsequently occurring.

17. In the event that Bank receives any amount which constitutes Collateral from or through GLNX, EquiSource, or Delta, Bank shall have the right, at Bank's option, to (i) apply all or any portion of such amount in payment on account of the obligations and indebtedness secured hereby, in such order, as it elects, whether or not due and payable or (ii) remit all or any portion of such amount to Borrower.

Section IV. Rights of Bank.

1. Bank may, in its discretion, after the occurrence of an Event of Default (as defined herein) and at any time during the continuance thereof: (i) bring any action at law or in equity to protect its interest in the Collateral or to obtain damages for or to prevent deterioration or destruction of the Collateral other than ordinary wear and tear in connection with its intended primary use; (ii) transfer or register any of the Collateral in the name of Bank or its nominee and, whether or not so transferred or registered, exercise any or all voting rights appertaining to any of the Collateral, and receive any income, property, rights or dividends on account thereof, including cash and stock dividends, liquidating dividends and rights to subscribe; (iii) terminate, on notice to Borrower, Borrower's authority to sell, lease, otherwise transfer, manufacture, process or assemble or furnish under contracts of service, inventory Collateral or any other Collateral as to which such authority has been given; (iv) notify any account debtor (including, without limitation, GLNX, EquiSource and any lessee under any of the Leases) or obligors on instruments, including, without limitation, Delta to make payments directly to Bank; (v) contact account debtors (including, without

limitation, GLNX, EquiSource and any lessee under any of the Leases) or obligors on instruments, including, without limitation, Delta directly to verify information furnished by Borrower; and (vi) make demand for payment of, file suit on, make any compromise or settlement with respect to, collect, compromise, endorse or otherwise deal with the Collateral in its own name or the name of the Borrower. Before or after an Event of Default (as defined herein) hereunder Bank may take control of any proceeds and amounts referred to in Section III paragraphs 8, 9, and 12 hereof and use such proceeds and amounts to reduce any part of the indebtedness or obligations secured hereby, in such order as it elects, whether or not due and payable.

2. At its option, Bank may make payments to discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral and take any other action necessary to obtain, preserve, and enforce the security interest and the rights and remedies granted in this First Amended and Restated Security Agreement and maintain and preserve the Collateral. Such payments and any other expenses incurred by Bank in taking such action shall, to the extent permitted by law, bear interest at a rate per annum equal to one percent (1%) above the variable rate of interest per annum announced publicly by the Bank from time to time as its prime commercial lending rate; provided, however, that such rate per annum shall not exceed the maximum nonusurious interest rate permitted by applicable law. Borrower agrees to reimburse Bank for such payments and other expenses and such interest on demand.

3. Upon the occurrence of an Event of Default (as defined herein), and at any time thereafter, Bank may declare all obligations and indebtedness secured hereby immediately due and payable, without notice of any kind including, without limitation, notice of intent to accelerate and notice of acceleration, Borrower hereby waiving notice of any kind including, without limitation, notice of intent to accelerate and notice of acceleration, and shall have the rights and remedies of a secured party under the Uniform Commercial Code of Texas including, without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral in any manner allowed by such Uniform Commercial Code. Bank may require Borrower to assemble the Collateral and make it available to Bank at a place to be designated which is reasonably convenient for both parties; and Bank shall have the right to take possession, with or

without prior notice to Borrower, of all or any part of the Collateral or any security therefore and of all books, records, papers and documents of Borrower or in Borrower's possession or control relating to the Collateral and may enter upon any premises upon which any of the Collateral or any security therefor or any of such books, records, papers or documents are situated and remove the same therefrom without any liability for trespass or damages thereby occasioned. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will send Borrower reasonable notice of the time and place of any public sale or other disposition 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 deposited in the U.S. Mail, postage prepaid, addressed to Borrower at the address shown beside the Borrower's signature hereon at least ten (10) days before the time of the sale or disposition. Borrower shall be liable for all expenses, including without limitation, reasonable attorneys' fees and court costs, actually incurred by Bank in repossessing, storing, preparing for sale, lease or other disposition, or selling, leasing or otherwise disposing of the Collateral. Bank may, at Bank's option, apply all or any portion of any amount received in connection with any sale or other disposition of any Collateral in payment on account of such expenses and other obligations and indebtedness secured hereby, in such order as it elects, whether or not due and payable. The Collateral may be sold, leased or otherwise disposed of as an entirety or in such parcels as Bank may elect, and it shall not be necessary for Bank to have actual possession of the Collateral or to have it present when the sale, lease or other disposition is made. Bank may deliver to the purchasers or transferees of the Collateral a Bill of Sale or Transfer, binding Borrower forever to warrant and defend title to such Collateral.

4. Bank may remedy any default and may waive any default without waiving the requirement that the default be remedied and without waiving any other default. The remedies of Bank are cumulative, and the exercise or partial 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 Bank, contractual or otherwise. No delay of Bank in exercising any power or right shall operate as a waiver thereof.

5. This First Amended and Restated Security Agreement, Bank's rights hereunder and the indebtedness and obligations hereby secured may be assigned from time to time, and in any such case the assignee shall be entitled, from and after the date on which notice of such assignment is given to Borrower, to all of the rights, privileges and remedies granted in this First Amended and Restated Security Agreement to Bank.

6. Bank may execute, sign, endorse, transfer or deliver in its own name or in the name of Borrower, notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of title or any other documents necessary to evidence, perfect or realize upon the security interest and obligations created by this First Amended and Restated Security Agreement.

Section V. Events of Default.

Borrower shall be in default under this First Amended and Restated Security Agreement upon the happening of any of the following events or conditions (herein called an "Event of Default");

1. Failure of Borrower, GLNX, EquiSource, Delta, Wayne K. Goettsche, any of Delta's other now or hereafter existing partners, or any endorser, guarantor, surety, accommodation party, or other person liable upon or for payment of any indebtedness or obligation secured by this First Amended and Restated Security Agreement (GLNX, EquiSource, Delta, Wayne K. Goettsche, any of Delta's other now or hereafter existing partners, and each such endorser, guarantor, surety, accommodation party, and other such person that is so liable are each hereinafter called an "Other Liable Party") to pay within five days after when due any indebtedness due to Bank or to perform punctually any other obligation, covenant, term or provision contained in or referred to in this First Amended and Restated Security Agreement, the Note any note or other agreement secured hereby, the Management Agreement, the Tax Sharing Agreement, the GLNX Letter Agreement, the EquiSource Letter Agreement, the Delta Letter Agreement, the First Amended and Restated Guaranty Agreement dated as of August 8, 1986 executed by Wayne K. Goettsche in favor of Bank, or any other agreement executed in connection with this First Amended and Restated Security Agreement or any obligation or indebtedness secured

hereby or in connection with any other security agreement executed by Borrower in favor of Bank, or between Borrower and Bank, or any obligation or indebtedness secured thereby; provided, however, that failure to comply with any affirmative covenant herein contained, except the covenants provided in paragraph 8 of Section III hereof, shall not constitute an Event of Default if cured within five (5) days following notice of such failure given by the Bank to Borrower;

2. Any warranty, representation or statement contained in this First Amended and Restated Security Agreement or made or furnished to Bank by or on behalf of Borrower or any Other Liable Party proves to have been false in any respect when made or furnished;

3. Any loss, theft, damage or destruction of any of the Cars occurs (other than (i) any loss, theft, damage or destruction to any Car if within one hundred eighty (180) days of such loss, theft, damage or destruction either (a) such Car is returned to service in good condition, or (b) the Borrower pays to the Bank an amount equal to the Prepayment Amount for such Car, and (ii) any total loss of any Car as to which the Prepayment Amount required by paragraph 12 of Section III hereof is made when required;

4. Any unauthorized sale or other transfer of any of the Collateral occurs or the Collateral is subjected to any lien or encumbrance including, without limitation, any storage, artisan's, mechanic's or landlord's lien or any levy, seizure or attachment, except for the liens expressly permitted by paragraph 9 of Section III hereof;

5. Death, dissolution, termination of existence, insolvency or business failure of Borrower or any Other Liable Party occurs, or a receiver or custodian of all or any part of the property of Borrower or any Other Liable Party is appointed or an assignment is made for the benefit of the creditors of Borrower or any Other Liable Party or any proceeding under any bankruptcy or insolvency laws by or against Borrower or any Other Liable Party is commenced, unless, in the case of any such proceeding filed against, and without the consent of, the Borrower or any Other Liable Party, such proceeding is dismissed within 30 days;

6. Any event occurs which results in the acceleration of the maturity of the indebtedness of Borrower or any Other Liable Party to others under any indenture, agreement or undertaking;

7. The Actual Gross Proceeds during any fiscal year of the Borrower is less than the Minimum Proceeds Amount for such fiscal year, unless the Bank, in its sole discretion, agrees within 45 days of the end of such fiscal year to deem acceptable a lesser amount of Actual Gross Proceeds;

8. The Borrower or any Other Liable Party fails to comply with any provision of any agreement (other than the Loan Documents) with or obligation to the Bank or there occurs any default or "Event of Default" thereunder; or

9. The Tax Sharing Agreement is terminated by Borrower or EquiSource before all obligations and indebtedness of Borrower to Bank, as described in Section I hereof, have been performed and paid by Borrower for and to Bank.

Section VI. Additional Agreements.

1. "Bank", "Borrower", GLNX, EquiSource, and Delta as used in this First Amended and Restated Security Agreement include the successors, representatives, receivers, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this First Amended and Restated Security Agreement which are defined in the Uniform Commercial Code of Texas are used with the meanings as therein defined. The division of this First Amended and Restated Security Agreement into Sections, subsections, and paragraphs has been made for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this First Amended and Restated Security Agreement. The law governing this secured transaction shall be that of the State of Texas.

2. If any provision of this First Amended and Restated Security Agreement is rendered or declared invalid, illegal or ineffective by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such legislation or decree shall not impair, invalidate or nullify the remainder of the First Amended and Restated Security Agreement which shall remain in full force and effect.

3. Any notice or demand to Borrower hereunder or in connection herewith may be given and shall conclusively be deemed and considered to have been given and received upon the deposit thereof, in writing, duly stamped and addressed to Borrower at the address set forth below, in the U.S. Mail; but actual notice, however given or received, shall always be effective.

4. As used herein, the term "Prepayment Amount" as to any Car shall mean an amount equal to the higher of (i) the insurance proceeds due the Bank under Section III paragraph 8 hereof for the particular Car or Cars that are destroyed or (ii) the product of (a) the quotient obtained by dividing (x) the amount of the principal indebtedness, as described in Section I hereof, owing to the Bank by the Borrower at the time the particular Car or Cars are destroyed, plus the sum of any accrued interest on such principal indebtedness as of such time by (y) the number of Cars that were in operation immediately prior to the destruction of such Car or Cars times (b) the number of Cars that are destroyed. Immediately upon the actual receipt by the Bank in Proper Funds of an amount equal to the Prepayment Amount as to a Car, there shall be deemed released from the coverage of this First Amended and Restated Security Agreement and from the security interest created hereby such Car and insurance proceeds with respect to such Car, but no other Collateral shall be deemed to be released; provided, however, that no Car and no insurance proceeds shall be deemed released unless the Prepayment Amount as to such Car is made pursuant to the requirements of paragraph 9 or 12 of Section III hereof or, if such Car is subject to any loss, theft, damage or destruction and the Borrower is unable to return such Car to service in good condition, pursuant to clause (i) of paragraph 3 of Section V hereof. All amounts to be paid in connection with this First Amended and Restated Security Agreement shall be paid in Proper Funds. As used herein, "Proper Funds" shall mean in lawful money of the United States of America which is legal tender in payment of all debts and dues, public and private, or other immediately available funds acceptable to the Bank in its sole discretion.

5. This First Amended and Restated Security Agreement amends and restates the terms and conditions set forth in that certain Security Agreement dated December 30, 1980 by and between Borrower and Bank, pursuant to which Borrower granted a security interest in the Collateral described in

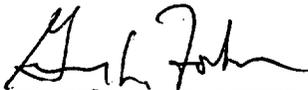
subsections (1), (2), (3), and (4) of Section I hereof to Bank to secure all indebtedness and obligations of Borrower to the Bank. This First Amended and Restated Security Agreement and the security interests granted herein are in addition to and cumulative of all other security agreements and security interests now or hereafter existing in favor of the Bank. This First Amended and Restated Security Agreement and the security interests granted herein do not limit or impair, and are not limited or impaired by any other security agreement or security interest now or hereafter existing in favor of the Bank. The execution and delivery of this First Amended and Restated Security Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the indebtedness and obligations secured hereby, and no security taken hereafter as security for payment of any such indebtedness or obligation shall impair in any manner or affect this First Amended and Restated Security Agreement, all such present and future additional security to be considered as cumulative security. The security interest granted hereunder in the Collateral described in subsection (1), (2), (3), and (4) of Section I hereof constitutes a continuation of the security interest granted in such Collateral under that certain Security Agreement dated as of June 26, 1980 executed by Borrower in favor of Bank and under that certain Security Agreement dated as of December 30, 1980 executed by Borrower and Bank.

Executed as of this 8th day of August, 1986.

Address:

2727 Allen Parkway
Suite 860
Houston, Texas 77019
Attention: _____

PRIMUS CORPORATION

By: 
Name: Gary L. Forbes
Title: Vice President

FIRST CITY NATIONAL BANK OF
HOUSTON

By: Alfred E. Woodson Jr
Name: Alfred E. Woodson Jr
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Cary R. Fairless, known to me to be the person whose name is subscribed to the foregoing instrument, as a vice president of Primus Corporation, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August, 1986.

Laura K. Speer
Notary Public in and for
Harris County, TEXAS

Name: LAURA K. SPEER
(print name)

My Commission Expires: 3/25/89

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Alfred F. Woodson Jr., known to me to be the person whose name is subscribed to the foregoing instrument as a vice president of First City National Bank of Houston, a national banking association, 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 association.

GIVEN under my hand and seal of this 8th day of August, 1986.

Raura K. Speer

Notary Public in and for
Harris County, TEXAS

Name: haura K. SPEER
(print name)

My Commission Expires: 3/25/89

3JCAWE

Exhibit "A"

<u>Number</u>	<u>Type of Car</u>	<u>Serial Numbers</u>
10	23,500 gallon, general purpose non-pressure tank cars, DOT 111A100W3, exterior coiled and insulated	GLNX 23170 GLNX 23200 GLNX 23201 GLNX 23203 GLNX 23204 GLNX 23205 GLNX 23213 GLNX 23214 GLNX 23244 GLNX 23249

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement"), by and between GLENCO TRANSPORTATION SERVICES, INC., a Texas corporation ("Glenco"), having its principal place of business in Houston, Texas, and PRIMUS Corporation ("Owner"), a resident of Harris County Texas.

WITNESSETH:

WHEREAS, Owner is the owner of the Railway Equipment listed in the attached Exhibit "A" (the "Railway Equipment"), and is desirous of entering into the following Agreement with GLENCO, whereby GLENCO will manage the Railway Equipment pursuant to the terms and conditions hereof; and

WHEREAS, GLENCO is desirous of undertaking the management of the Railway Equipment pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I APPOINTMENT

1. Owner hereby appoints GLENCO to manage and otherwise supervise the operation of the Railway Equipment in the name of the Owner, or in the name of GLENCO, but for the account and on behalf of the Owner pursuant and subject to the terms and conditions set forth in this Agreement.

2. GLENCO hereby accepts the appointment set forth in Paragraph 1 of this Article I and agrees to perform the duties and obligations set forth herein. Owner acknowledges and agrees that, whereas GLENCO has accepted the responsibility of managing the Railway Equipment, except as specifically set forth herein to the contrary or as provided by law, GLENCO shall have the sole function and operative judgment, to be exercised in a reasonable manner, for the leasing, operation and management of the Railway Equipment and for establishing and implementing policies and standards affecting the Railway Equipment or the operation, maintenance or repair thereof. GLENCO shall be entitled to rely upon written or oral instructions received from Owner as to any and all acts to be performed by GLENCO.

ARTICLE II OWNER'S COVENANTS AND RESPONSIBILITIES

1. Owner does hereby deliver and release to GLENCO the Railway Equipment for the management thereof by GLENCO, and GLENCO acknowledges delivery and receipt thereof.

2. Except as provided below, Owner shall be responsible for the payment of all expenses incurred in connection with the Railway Equipment, including ad valorem and other taxes, freight, storage, design changes and other modifications required by governmental or industry regulations or technological changes, deductibles under insurance policies, and other expenses, levies or charges, including the Management Fees (as defined in Article V hereof), incurred in connection with the Railway Equipment and the operation and leasing thereof (all of which shall hereinafter be sometimes collectively referred to as the "Expenses"). The Expenses shall not include, however, minor and major repair and maintenance work (including, without limitation, running repairs, cleaning, painting, and periodic inspection costs) and insurance premiums as provided herein which shall be paid by GLENCO.

3. Owner agrees to pay a portion of the aggregate ad valorem, gross receipts, property, or similar taxes levied against all tank cars (including the Railway Equipment) managed or owned by GLENCO (the GLENCO Fleet) in an amount equal to the percentage which the Lease Fees (as defined in Paragraph 1 of Article III) earned by the Railway Equipment are of the gross rental and service charges earned by all tank cars in the GLENCO Fleet.

4. If the Lease Fees (as defined in Paragraph 1 of Article III) earned by the Railway Equipment are less than the Expenses incurred or reasonably foreseeable in connection with the operation and management of the Railway Equipment hereunder, GLENCO will so advise the Owner in the Quarterly Report provided for under Article III, Paragraph 8 hereof, including the amount of such deficiency and, if requested by GLENCO, Owner will remit to GLENCO within ten days of receipt of the Quarterly Report the amount of such deficiency.

5. Owner agrees to cooperate fully with GLENCO and to provide all assistance reasonably requested by GLENCO to carry out its obligations hereunder. This shall include, subject to the provisions of Article VI hereof, full cooperation and assistance in any lawsuit or other similar matter or proceeding before any court or agency.

ARTICLE III

GLENCO'S COVENANTS AND RESPONSIBILITIES

In consideration of the Management Fee provided for hereunder, GLENCO agrees to utilize reasonable time and efforts to:

1. Collect the rental and service charges earned by the Railway Equipment (the "Lease Fees"). Such duties shall not, however, be deemed to include the filing of a suit to collect such Lease Fees, although GLENCO may elect to do so at its option but at the expense of Owner, subject to the provisions of Article VI hereof.

2. Use its best efforts to obtain leases for the Railway Equipment (including renewal options) and maintain the Railway Equipment under lease throughout the term of this Agreement. GLENCO shall execute any such leases, in GLENCO's sole discretion, either in the name of Owner or in the name of GLENCO but for the account and on behalf of the Owner.

3. Comply with the terms and conditions of any lease agreements to which the Railway Equipment is subject during the term hereof. It is understood, however, that before GLENCO shall be obligated to comply with any lease not negotiated by GLENCO or any amended terms and conditions of any such lease, such lease and/or amendments must be approved, in writing, by GLENCO.

4. Make all required registration and other filings with the Interstate Commerce Commission, the Association of American Railroads, the Department of Transportation and any other governmental or industry authority.

5. File applicable ad valorem and other tax returns and pay, from the Lease Fees or from funds advanced by Owner, all such taxes due, in accordance with the provisions of Article II, Paragraph 3. GLENCO may, however, retain during each calendar year of the term of this Agreement, an amount equal to three percent of the Lease Fees received during that calendar year to cover such taxes, but will, within 90 days following the end of each calendar year, remit to Owner any amounts not required for such taxes.

6. Maintain adequate books and records sufficient to account properly for the Lease Fees, Expenses and other such items applicable to the Railway Equipment.

7. Contract for or otherwise obtain all repair and/or maintenance work on the Railway Equipment considered necessary by GLENCO, such repair and/or maintenance work to be paid for by GLENCO, subject to the provisions of Article II, Paragraph 2.

8. Provide periodic reports to Owner on a quarterly basis (the "Quarterly Reports") which shall set forth the Lease Fees derived from the use of the Railway Equipment, as well as Expenses incurred or that are reasonably foreseeable to be incurred in connection with the Railway Equipment. The Quarterly Reports shall be for the quarters ending March 31, June 30, September 30, and December 31, and will be delivered to Owner as promptly as is reasonably possible. Should the Lease Fees exceed the Expenses incurred in connection with the Railway Equipment, payment

of the excess (except for any amount retained under Paragraph 5 and this Paragraph 8 of Article III) shall accompany the Quarterly Report. Should Expenses (incurred or reasonably foreseeable) exceed the Lease Fees for the period in question, the Quarterly Report will set forth the amount to be remitted by Owner to GLENCO, if requested. It is understood that GLENCO shall be under no obligation to advance funds for payment of the Expenses, regardless of the results of the nonpayment thereof. It is further understood that GLENCO shall have the authority to retain portions of Lease Fees that exceed actual Expenses incurred to cover future Expenses that can be reasonably foreseen to exceed Lease Fees for the applicable future period or periods. Such retention of Lease Fees shall be accomplished on a reasonable basis and in such a manner as to minimize the effect that such retention shall have on cash distributions, if any, made to Owner. No assessment for cash deficiencies shall be made to Owner, however, to the extent of unremitted mileage credits held by GLENCO.

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G.E.
9. Maintain the following insurance coverage on the Railway Equipment: A policy of general liability insurance covering Owner and GLENCO with limits of coverage not less than the amounts and against the risks insured against by GLENCO from time to time on railroad equipment owned by GLENCO; and a policy of property insurance with limits of coverage of not less than ~~SIXTY~~ per car, \$250,000 each occurrence, with no more than a \$50,000 deductible (to be paid by owner) each occurrence, naming Owner as an additional insured. If at any time, the general liability insurance maintained on the Railway Equipment shall have limits of less than \$10,000,000 or shall not include assumed contracted coverage, for whatever reason; or if the amounts of coverage described above is decreased, GLENCO shall, not less than thirty (30) days after it received effective notice of the decrease in insurance coverage, give written notice to Owner of the same. GLENCO will provide the Owner as promptly as practical, after receipt by GLENCO, a certificate setting forth the then existing insurance coverage on the Railway Equipment.

10. Reasonably pursue any and all warranties or other claims against manufacturers, users, lessees, railroads and other parties on behalf of Owner. Such duties shall not, however, be deemed to include the filing of suit, although GLENCO may elect to do so at its option, but at the expense of Owner, subject to the provisions of Article VI.

ARTICLE IV

TERM AND TERMINATION

1. Subject to the provisions set forth herein, this Agreement shall be effective commencing with the average date of delivery of the Railway Equipment to first Lessee and shall automatically terminate ten years from such date.

2. Except as otherwise provided in this Agreement, the Owner may terminate this Agreement by giving GLENCO written notice of termination not less than three months prior to the termination date designated in such notice; provided, however, if Owner shall owe GLENCO any amounts under this Agreement, the Owner may not terminate this Agreement as to any of the Railway Equipment until all such amounts have been paid. GLENCO shall, at its option, be entitled to continue to lease and otherwise operate and manage the Railway Equipment and retain any and all Lease Fees received therefrom until all amounts outstanding and/or subsequently incurred in connection with such continued leasing of the Railway Equipment have been paid.

3. Except as otherwise provided in Article IV, Paragraph 4, should either party default under its obligations set forth herein, the sole and exclusive remedy of the other party shall be to advise the defaulting party of such default, and should such default not be corrected within 30 days of such notification, the aggrieved party may, at its option, immediately terminate this Agreement; provided, that the Owner shall (in addition to the foregoing) preserve and retain any rights the Owner might

have at law or in equity if GLENCO defaults in its obligations under Article III, Paragraph 9, or if GLENCO's actions constitute gross negligence or willful misconduct.

4. Neither GLENCO nor the Owner shall, by reason of the expiration or the termination of this Agreement in accordance with the terms and provisions hereof, be liable to the other for compensation, reimbursement or damages, either on account of present or prospective profits or on account of expenditures, investments or commitments made in connection therewith or in connection with establishment, development or maintenance of the business or goodwill of GLENCO or the Owner, or on account of any other cause or thing whatsoever; provided, however, that such expiration or termination shall not affect the rights or liabilities of the parties with respect to any indebtedness owing by either party to the other; and further provided, that such expiration or termination shall be subject to any then existing lease or leases of the Railway Equipment, and GLENCO, at its option, shall be entitled to continue, pursuant to the terms and conditions of this Agreement, the management and control of any of the Railway Equipment covered by such lease or leases as may be necessary for GLENCO to comply with such lease or leases, including the right to retain the Lease Fees, Management Fee and other sums as provided for herein, until the expiration or termination of such lease or leases. Except as may be otherwise expressly set forth herein, upon the expiration or termination of this Agreement, all obligations of the parties shall immediately cease. GLENCO shall, however, provide reasonable assistance to Owner in transferring to Owner, all at Owner's expense and upon Owner's request, all records, data and other information relating to the Railway Equipment and in assisting Owner in the implementation of such records, data and information into Owner's operations.

ARTICLE V

In consideration of the services of GLENCO hereunder, Owner shall pay to GLENCO a management fee of . . . 18% . . . of the Lease Fees collected for each railway car included in the Railway Equipment (the "Management Fee"). The Management Fee shall be deducted from the remittance due quarterly to Owner as otherwise provided herein.

ARTICLE VI

LEGAL ACTIONS

GLENCO will give written notice to Owner at least 10 days prior to the institution of legal proceedings by GLENCO or not more than 10 days after being served with process in any legal proceedings against GLENCO involving the Railway Equipment. Unless otherwise directed in writing by Owner, GLENCO may, at its option, institute or defend, in its own name or in the name of Owner, or both, but not against each other, and in all events at the expense of the Owner, any and all legal actions or proceedings it considers necessary hereunder, including those to collect charges, rents, claims or other income for the Railway Equipment, or lawfully oust or dispossess lessees or other persons in possession thereof, or lawfully cancel, modify or terminate any lease, license or concession agreement for the breach thereof of default by a lessee, licensee or concessionaire or take any and all necessary actions to protest or litigate to a final decision in any appropriate Court or other forum any violation, order, rule, regulation, suit, claim or other matter affecting the Railway Equipment. GLENCO shall keep Owner currently advised of all legal proceedings and Owner reserves the right to direct GLENCO to terminate any litigation brought pursuant to the foregoing authority.

ARTICLE VII

ASSIGNMENT

This Agreement is not assignable by either party except with the written consent of the other party; provided, however, (a) this Agreement together with the Railway Equipment may be transferred by Owner to his estate, heirs or devisees or to any purchaser at a foreclosure sale where this

Agreement and the related Railway Equipment are sold as collateral so long as such sale complies with applicable federal or state securities laws and (b) may be assigned by GLENCO in connection with the merger or consolidation of GLENCO into another corporation or as part of the sale of substantially all of the assets of GLENCO.

ARTICLE VII INDEMNIFICATION

Owner and GLENCO jointly and severally acknowledge, agree and covenant that GLENCO is entering into this contract as an independent contractor, and neither party hereto shall take any action to alter such legal relationship. Owner shall have no right or authority, and shall not attempt, to enter into contracts or commitments in the name, or on behalf, of GLENCO, or to bind GLENCO in any manner or respect whatsoever. Further, Owner agrees to indemnify and hold GLENCO harmless from any and all claims, demands, causes of action (at law or in equity), costs, damages, reasonable attorney's fees, expenses and judgments, which may hereafter be asserted by any third party based on or relating to the Railway Equipment or the operation, including the leasing, thereof, except for all claims, demands, causes of action (at law or in equity), costs, damages, reasonable attorney's fees, expenses and judgments which may hereafter be asserted by any third party based on or relating to actions taken by, or inactions of, GLENCO in connection with the Railway Equipment, which actions or inactions were not authorized hereunder, were authorized hereunder but performed negligently, or were not specifically requested or approved by Owner; provided, that GLENCO shall indemnify and hold harmless the Investor from all claims, demands, causes of action (at law or in equity), damages, reasonable attorney's fees, expenses and judgments which may be asserted hereafter by any third party based on or relating to any of the aforesaid actions or inactions of GLENCO in connection with the Railway Equipment.

ARTICLE IX ADDITIONAL AGREEMENTS

1. Each party hereto shall promptly and duly execute and deliver to the other party such further documents, assurances, releases and other instruments, and take such further actions, including any necessary filings and the execution of a power of attorney of Owner, as the other party may reasonably request, in order to carry out more fully the intent and purpose of this Agreement and to indicate the ownership of the Railway Equipment during the continuance with the Railway Equipment.

2. It is understood that upon the expiration or termination of this Agreement as to any or all of the Railway Equipment, Owner shall no longer be entitled to use the Recording and UMLER Car Initials and Numbers and other designations (the "Designations") that are presently the property of GLENCO. Accordingly, Owner agrees that it will promptly undertake upon such expiration or termination, at Owner's expense, all steps necessary to change promptly the Designations on the Railway Equipment no longer included under the Agreement and to execute any and all documents requested by GLENCO to transfer to GLENCO any rights Owner may have acquired to such Designations. GLENCO agrees to prepare, at GLENCO's expense, documentation as, in its opinion, is necessary to change all designations on the Railway Equipment from the Designations of GLENCO to those adopted by Owner, and to provide reasonable assistance to Owner, at Owner's expense, in the filing of such documents.

3. Any notice or other communication by either party to the other shall be in writing, and shall be deemed to have been duly given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

GLENCO: Glenco Transportation Services, Inc.
~~1706 West Loop South, Suite 1285~~
~~Houston, Texas 77056~~
1717 St. James Place, Suite 300
Houston, Texas 77056

Owner: ... PRIMUS Corporation

... P.O. Box 13687

... Houston, Texas 77019

or to such other address, and to the attention of such other person or officer as either party may designate to the other in writing as provided by this Paragraph.

4. The Owner or his authorized representative shall be entitled to inspect the books and records of GLENCO applicable to the Railway Equipment at any reasonable time during the office hours of GLENCO.

5. GLENCO hereby confirms that it will act as agent of Owner in entering into and performing all obligations and duties of the lessor under any lease of the Railway Equipment and hereby assigns to Owner all rights of the lessor under any such lease, including any rights of indemnification of the lessor thereunder; provided, that such assignment shall not affect or modify the relationship between, or the respective rights, obligations, and duties of GLENCO and Owner pursuant to this Agreement.

6. This Agreement contains the entire agreement of the parties hereto pertaining to the management and operation of the Railway Equipment. Except as otherwise provided herein, this Agreement may not be modified or amended, except by express, written agreement signed by both parties hereto. Any waiver of any obligation of either party hereto shall not be construed as a continuing waiver of any such obligation under any provision hereof.

7. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the heirs, administrators, executors, successors and assigns, if any, of the parties hereto, subject to the provisions pertaining to the assignment hereof set forth in Article VII.

8. This Agreement shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have hereunto set their names, effective this 15th day of May, 1980. ~~XXXX~~ *gib*

GLENCO TRANSPORTATION SERVICES, INC.

By *[Signature]*
President

OWNER
PRIMUS CORPORATION
by *[Signature]*

PRIMUS Corporation

"Exhibit A"

<u>Class</u>	<u>Capacity</u>	<u>Number of Cars</u>	<u>Car Numbers</u>
DOT 111A100W3 Exterior coils Insulated	23,500 Gal.	10	GLNX 23200 GLNX 23213 GLNX 23170 GLNX 23214 GLNX 23249 GLNX 23201 GLNX 23203 GLNX 23204 GLNX 23205 GLNX 23244

TAX SHARING AGREEMENT

THIS AGREEMENT entered into as of June 26, 1980, between SUMMIT RESOURCES CORPORATION, a Delaware corporation ("Summit"), and PRIMUS CORPORATION, a Texas corporation (the "Affiliate");

W I T N E S S E T H:

WHEREAS, Summit is the common parent of an affiliated group of corporations as defined in Section 1504(a) of the Internal Revenue Code of 1954, as amended (the "Code"); and

WHEREAS, Summit proposes to elect to file consolidated federal income tax returns under Section 1501 of the Code, so that the tax liability of the Group (as hereinafter defined) will be determined under Section 1502 of the Code (and the Regulations thereunder) by consolidating the income, expenses, gains, losses and credits of all of the members of the Group; and

WHEREAS, Summit has acquired stock of the Affiliate having 80% of the voting power of all of the Affiliate's outstanding stock, and desires to include the Affiliate as a member of the Group; and

WHEREAS, Summit and the Affiliate wish to enter into this Agreement to set forth their understanding as to certain matters pertaining to federal income tax matters;

NOW, THEREFORE, Summit and the Affiliate agree as follows:

1. Definitions. For purposes of this Agreement:

(a) "Group" means Summit, the Affiliate and all other corporations which Summit is eligible to include in a consolidated income tax return with Summit as the common parent corporation.

(b) "Consolidated Return Year" means any tax year or other tax period during which Summit owns stock of the Affiliate representing at least 80% of the voting power of all outstanding stock of the Affiliate having general voting power, and at least 80% of each other class of stock of the Affiliate.

(c) "Return Date" means each date upon which the Group shall file its federal income tax return.

(d) "Affiliate Net Taxable Income" means, with respect to any Consolidated Return Year, the net taxable income of the Affiliate for federal income tax purposes, computed as though the Affiliate had filed a separate return for that taxable year, but without regard to any net operating loss or capital loss carryovers or carrybacks.

(e) "Affiliate Net Loss" means, with respect to any Consolidated Return Year, the excess of deductions of the Affiliate over income of the Affiliate for federal income tax purposes, computed as though the Affiliate had filed a separate return for that taxable year, but without regard to any net operating loss or capital loss carryovers or carrybacks.

(f) "Affiliate Tax Credits" means, with respect to any Consolidated Return Year, the total of all potential tax credits of the Affiliate allowable for federal income tax purposes for that year, computed as though the Affiliate had filed a separate return for that year, but without regard to any limitations on such credits or carryovers or carrybacks of net operating losses or capital losses or credits from other tax years.

(g) "Affiliate Recapture Tax" means, with respect to any Consolidated Return Year, the tax for such Consolidated Return Year for which the Affiliate would have been liable as a result of a recomputation of a prior year's investment tax credit, if the Affiliate had filed a separate return for such Consolidated Return Year and such prior year.

(h) "Preferred Stock" means Preferred Stock, \$100 par value, of the Affiliate.

(i) "Intercompany Accounts" means the account payable maintained by Summit and the account receivable maintained by the Affiliate as contemplated in Section 5 of this Agreement.

(j) "Intercompany Accounts Limit" means at any date an amount equal to the aggregate par value of all shares of Preferred Stock outstanding at such date.

(k) "Intercompany Accounts Deficiency" means at any date the amount by which the Intercompany Accounts Limit at

such date exceeds the balances in the Intercompany Accounts at such date.

(l) "Estimated Payment Date" means each April 30 and October 31 of each Consolidated Return Year.

(m) "Affiliate Cash Deficiency" means at any Estimated Payment Date, the amount by which the available cash (including cash on hand, on deposit and in transit) of the Affiliate at such date, is less than 110% of the amount of any installment of principal and/or interest payable by the Affiliate on such date in respect of any indebtedness of the Affiliate incurred to purchase or carry, or secured by, rental assets of the Affiliate, and shall be computed before giving effect to the payment by the Affiliate of such installment.

(n) "Tax Sharing Liability of the Affiliate" means the estimated or actual (as the case may be) obligation of the Affiliate to Summit as determined in accordance with Section 3 hereof or Section 4 hereof (as the case may be) and Exhibit A hereto.

(o) "Tax Sharing Liability of Summit" means the estimated or actual (as the case may be) obligation of Summit to the Affiliate as determined in accordance with Section 3 hereof or Section 4 hereof (as the case may be) and Exhibit A hereto.

(p) "Shareholders' Agreement" means the Shareholders' Agreement of even date herewith, among Summit, the Affiliate and WKG Corporation, pertaining to restrictions on transferability of shares of capital stock of the Affiliate.

2. Consent to File Consolidated Returns. Summit and the Affiliate hereby consent to the filing of consolidated federal income tax returns by the Group and agree to furnish all information and to execute all elections and other documents which may be necessary or appropriate to evidence such consent or to prepare and file such returns.

3. Estimated Tax Sharing Liability. On or before October 1 of each Consolidated Return Year beginning with the Consolidated Return Year beginning October 1, 1980, Summit shall estimate Affiliate Net Taxable Income or Affiliate Net Loss, as the case may be, for the Consolidated Return Year ending the following September 30, and the Affiliate Tax Credits and Affiliate Recapture Tax for such Consolidated Return Year. On the basis of such estimates and by reference to the table attached as Exhibit A hereto, Summit shall determine the estimated Tax Sharing Liability of the Affiliate for such Consolidated Return Year, or, alternatively, the estimated Tax Sharing Liability of Summit for such Consolidated Return Year. If at such time it shall be determined that there shall exist an estimated Tax Sharing Liability of the Affiliate for such Consolidated Return Year, then

on each Estimated Payment Date during such Consolidated Return Year, the Affiliate shall pay to Summit an amount equal to one-half of the Estimated Tax Sharing Liability of the Affiliate for such Consolidated Return Year. If at such time it shall be determined that there shall exist an Estimated Tax Sharing Liability of Summit for such Consolidated Return Year, then on each Estimated Payment Date during such Consolidated Return Year, one-half of the Estimated Tax Sharing Liability of Summit (herein called the "Semiannual Estimated Tax Sharing Liability of Summit"), shall be paid and/or accrued as follows:

(a) if on such Estimated Payment Date, there shall exist an Affiliate Cash Deficiency, then Summit shall pay to the Affiliate all or such portion of the Semiannual Estimated Tax Sharing Liability of Summit as shall be necessary to eliminate the Affiliate Cash Deficiency (or, if the amount of the Affiliate Cash Deficiency on such date shall be more than the amount of the Semiannual Estimated Tax Sharing Liability of Summit on such date, then the entire amount of the Semiannual Estimated Tax Sharing Liability of Summit shall be paid by Summit to the Affiliate on such date); and

(b) if on such Estimated Payment Date, there shall exist an Intercompany Accounts Deficiency, then the balance, if any, of the Semiannual Estimated Tax Sharing Liability of Summit remaining after any payment required by (a) above,

shall be recorded to the Intercompany Accounts (as a receivable of the Affiliate and a payable of Summit), to the extent necessary to bring the balances of the Intercompany Accounts up to the Intercompany Accounts Limit (or, if the amount of the Intercompany Accounts Deficiency shall be more than the remaining balance of the Semiannual Estimated Tax Sharing Liability of Summit, then the entire amount of such remaining balance shall be recorded to the Intercompany Accounts); and

(c) the balance, if any, of the Semiannual Estimated Tax Sharing Liability of Summit remaining after any payment and/or accrual required by (a) and (b) above, shall be paid by Summit to the Affiliate on such Estimated Payment Date.

4. Determination of Actual Tax Sharing Liability. On or before each Return Date, Summit shall compute actual Affiliate Net Taxable Income or actual Affiliate Net Loss, as the case may be, for the Consolidated Return Year for which the consolidated federal income tax return of the Group is being filed on such date, and the actual Affiliate Tax Credits and Affiliate Recapture Tax for such Consolidated Return Year. By reference to the table attached as Exhibit A hereto, Summit shall determine the actual Tax Sharing Liability of the Affiliate for such Consolidated Return Year, or, alternatively, the actual Tax Sharing Liability of Summit for such Consolidated Return Year. If for

any Consolidated Return Year, (i) any actual Tax Sharing Liability of Summit shall exceed any estimated Tax Sharing Liability of Summit, (ii) any estimated Tax Sharing Liability of the Affiliate shall exceed any actual Tax Sharing Liability of the Affiliate, or (iii) there shall have been an estimated Tax Sharing Liability of the Affiliate and an actual Tax Sharing Liability of Summit, then on such Return Date, an appropriate adjustment shall be made in favor of the Affiliate, and shall be paid and/or accrued as follows:

(a) if on the last preceding Estimated Payment Date (whether occurring in such Consolidated Return Year or thereafter), there shall have existed an Affiliate Cash Deficiency, then Summit shall pay to the Affiliate, on such Return Date, such portion of the amount of such adjustment as shall equal the Affiliate Cash Deficiency which existed at such Estimated Payment Date (or, if the amount of the Affiliate Cash Deficiency on such Estimated Payment Date shall have been more than the amount of such adjustment, then the entire amount of such adjustment shall be paid by Summit to the Affiliate on such Return Date); and

(b) if on such Return Date there shall exist an Intercompany Accounts Deficiency, then the balance, if any, of such adjustment remaining after any payment required by (a) above, shall be recorded to the Intercompany Accounts (as a

receivable of the Affiliate and a payable of Summit), to the extent necessary to bring the balances of the Intercompany Accounts up to the Intercompany Accounts Limit (or, if the amount of the Intercompany Accounts Deficiency shall be more than the remaining balance of such adjustment, then the entire amount of such remaining balance shall be so recorded to the Intercompany Accounts); and

(c) the balance, if any, of such adjustment remaining after any payment and/or accrual required by (a) and (b) above, shall be paid by Summit to the Affiliate on such Return Date.

If for such Consolidated Return Year (i) any actual Tax Sharing Liability of the Affiliate shall exceed any estimated Tax Sharing Liability of the Affiliate, (ii) any estimated Tax Sharing Liability of Summit shall exceed any actual Tax Sharing Liability of Summit, or (iii) there shall have been an estimated Tax Sharing Liability of Summit and an actual Tax Sharing Liability of the Affiliate, then on such Return Date, an appropriate adjustment shall be made in favor of Summit, and the Affiliate shall pay to Summit, on such Return Date, the amount of such adjustment.

5. Intercompany Accounts. Summit shall establish on its books an account payable to the Affiliate, and the Affiliate

shall establish on its books an account receivable from Summit, to which all amounts which become owing by Summit to the Affiliate in accordance with Section 3 or Section 4 hereof (but which shall not be required to be paid in cash), shall be recorded. The amounts recorded in the Intercompany Accounts shall be payable by Summit and collectible by the Affiliate only upon and in connection with the redemption of shares of Preferred Stock in accordance with the provisions of both (i) the Articles of Incorporation of the Affiliate or the Shareholders' Agreement; and (ii) the letter agreement dated as of June 26, 1980, among Summit, the Affiliate and First City National Bank of Houston ("Bank"); provided, however, that amounts recorded or which should have been recorded in the Intercompany Accounts and interest thereon shall be due and payable by Summit to the Bank for the account of the Affiliate in the circumstances contemplated by such letter agreement. The balance from time to time reflected in the Intercompany Accounts as owing by Summit to the Affiliate shall bear interest at the rate of 8% per annum. Such interest shall be payable by Summit semiannually on March 31 and September 30 of each year.

6. Payment of Group Tax. All payments of actual or estimated federal income taxes owed by any members of the Group shall be paid to the Internal Revenue Service (the "IRS") by Summit. Except as provided herein, the Affiliate shall not be obligated to reimburse Summit for any such tax liability.

7. Disputes. In the event of a dispute between the parties hereto or between them and the IRS which would alter the computations previously made by Summit for any Consolidated Return Year relating to items of income, deduction or credit of the Affiliate, computations of Summit shall be controlling for purposes of determining the amount to be paid or recorded in the Intercompany Accounts pending resolution of the dispute. Within 30 days after final resolution of the dispute, the computations called for hereunder shall be revised to reflect the items of income, deduction or credit of the Affiliate agreed to in settlement of the dispute and an adjustment will be made to place the parties in the same position as if those amounts had been used in the original computations. For this purpose, interest will be calculated at the rate of 8%. To the extent that Affiliate Net Loss and Affiliate Tax Credits for any Consolidated Return Year are ever finally determined to be unavailable to the Group, then 46% of any such Affiliate Net Loss and 100% of any such Affiliate Tax Credit (net of any amounts previously paid to Summit by the Affiliate with respect to Affiliate Net Taxable Income or Affiliate Recapture Tax for any Consolidated Return Year) shall be repayable by the Affiliate in annual installments until paid, without interest, each installment being in an amount not exceeding "Annual Net Cash Flow" of the Affiliate for that year. Annual Net Cash Flow shall mean the excess of cash revenues for the tax-

able year over (i) operating expenses (other than depreciation and other items not requiring disbursements of funds) for such period, and (ii) debt service, which shall mean the total payments of principal and interest made during the period on all loans incurred to acquire or carry, or secured by, rental assets of the Affiliate.

8. Change in Corporate Tax Rate. If at any time while this Agreement shall remain in effect, the maximum corporate tax rate is other than 46%, then the percentage representing the maximum corporate tax rate for the year in question shall be substituted for "46%" in each instance where that percentage appears in this Agreement or on Exhibit A hereto.

9. Interest After Due Date. Any amount payable under any provision of this Agreement which is not paid within 30 days after the date specified herein for payment shall bear interest from such payment date at the rate of 10% per annum.

10. Priority of Agreements. As between the parties, the provisions of this Agreement shall fix the liability of each to the other as to the matters provided for herein, even if payments made pursuant hereto are treated as capital contributions or distributions for Federal income tax purposes.

11. Other Group Members. Summit and the Affiliate recognize that other corporations are now or may from time to time hereafter become members of the Group under circumstances which

may warrant other methods of sharing. Summit is authorized to enter into the same, similar or different tax sharing agreements with any corporation which is now or may hereafter become a member of the Group; provided that rights of the Affiliate under this Agreement are not adversely affected.

12. Duration. This Agreement shall remain in effect for all years during all or a part of which Summit owns stock of the Affiliate representing at least 80% of the voting power of all outstanding stock of the Affiliate having general voting power, and at least 80% of each other class of stock of the Affiliate.

13. Controlling Law. This Agreement is made under and shall be governed by the laws of the State of Texas.

14. Binding Effect. This Agreement shall be binding upon, enforceable by and against and inure to the benefits of the parties hereto and their respective successors and assigns; but no assignment shall relieve any party's obligations hereunder without written consent of the other parties.

SUMMIT RESOURCES CORPORATION

BY Melvin E. Patey

PRIMUS CORPORATION

BY Ray L. Foster

EXHIBIT A, Page 1
Calculation of Actual (Estimated) Tax Sharing Liabilities

Under this circumstance:

There shall be an
 Actual (Estimated)
 Tax Sharing Liability of:

The amount of which shall be:

1. There is Affiliate Net Taxable Income, but no Affiliate Tax Credits or Affiliate Recapture Tax	Affiliate	46% of Affiliate Net Taxable Income
2. There is Affiliate Net Taxable Income and Affiliate Recapture Tax, but no Affiliate Tax Credits	Affiliate	46% of Affiliate Net Taxable Income, plus 100% of the Affiliate Recapture Tax
3. There is Affiliate Net Taxable Income and Affiliate Tax Credits, but no Affiliate Recapture Tax, and 100% of the Affiliate Tax Credits is less than 46% of Affiliate Net Taxable Income	Affiliate	46% of Affiliate Net Taxable Income, minus 100% of Affiliate Tax Credits
4. There is Affiliate Net Taxable Income and Affiliate Tax Credits, but no Affiliate Recapture Tax, and 100% of Affiliate Tax Credits is more than 46% of Affiliate Net Taxable Income	Summit	100% of Affiliate Tax Credits, minus 46% of Affiliate Net Taxable Income
5. (i) There is Affiliate Net Taxable Income, Affiliate Tax Credits and Affiliate Recapture Tax, (ii) Affiliate Tax Credits exceed Affiliate Recapture Tax, and (iii) 100% of the difference between Affiliate Tax Credits and the Affiliate Recapture Tax is less than 46% of Affiliate Net Taxable Income.	Affiliate	46% of Affiliate Net Taxable Income, minus 100% of the amount by which Affiliate Tax Credits exceed the Affiliate Recapture Tax
6. (i) There is Affiliate Net Taxable Income, Affiliate Tax Credits and Affiliate Recapture Tax, (ii) Affiliate Tax Credits exceed Affiliate Recapture Tax, and (iii) 100% of the difference between Affiliate Tax Credits and Affiliate Recapture Tax is more than 46% of Affiliate Net Taxable Income	Summit	100% of the amount by which Affiliate Tax Credits exceed the Affiliate Recapture Tax, minus 46% of Affiliate Net Taxable Income

Calculation of Actual (Estimated) Tax Sharing Liabilities

Under this circumstance:

There shall be an
Actual (Estimated)
Tax Sharing Liability of:

The amount of which shall be:

14. (i) There is Affiliate Net Loss, Affiliate
Tax Credits and Affiliate Recapture Tax, (ii) the
Affiliate Recapture Tax exceeds Affiliate Tax
Credits, and (iii) 100% of the difference between
the Affiliate Recapture Tax and Affiliate Tax
Credits is less than 46% of the Affiliate Net Loss

Summit

46% of the Affiliate Net Loss, minus 100% of the
amount by which the Affiliate Recapture Tax exceeds
Affiliate Tax Credits

ASSIGNMENT AND ASSUMPTION

Summit Resources Corporation, a Delaware corporation (the "Assignor"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Assignor, hereby sells, transfers, assigns, conveys and delivers to EquiSource International Incorporated, a Delaware corporation (the "Assignee"), all of the right, title and interest of the Assignor under the Tax Sharing Agreement dated June 26, 1980 (the "Tax Sharing Agreement"), between Summit and Primus Corporation, a Texas corporation ("Primus").

The Assignee hereby agrees to assume and perform all obligations of Summit to Primus under the Tax Sharing Agreement, including the \$80,553 account payable owed by the Assignor to Primus at the date hereof under the terms of the Tax Sharing Agreement, and to indemnify and hold harmless the Assignor from any and all liabilities and obligations under the Tax Sharing Agreement accruing on or after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of June 30, 1982.

ASSIGNOR:

SUMMIT RESOURCES CORPORATION

By Nolan Lehmann
Nolan Lehmann, Vice President

ASSIGNEE:

EQUISOURCE INTERNATIONAL
INCORPORATED

By John L. Fisher
Vice President

LEASES

<u>Car Number</u>	<u>Lessee</u>	<u>Lease Number</u>	<u>Rider Number</u>	<u>Monthly Rental</u>	<u>Expiration Date</u>
GLNX 23170	Iowa Beef Processors	225	1	\$475	11/15/90
GLNX 23200	Iowa Beef Processors	225	1	\$475	11/15/90
GLNX 23204	Iowa Beef Processors	225	1	\$475	11/15/90
GLNX 23214	Iowa Beef Processors	225	1	\$475	11/15/90
GLNX 23249	Iowa Beef Processors	225	1	\$475	11/15/90
GLNX 23201	Exxon Chemical Americas	950	30	\$425	09/01/86
GLNX 23244	Exxon Chemical Americas	950	30	\$425	09/01/86
GLNX 23203	Monsanto	990	18	\$410	08/31/88
GLNX 23205	Monsanto	990	18	\$410	08/31/88
GLNX 23213	Monsanto	990	18	\$410	08/31/88

G L N X CORPORATION

TANK CAR LEASE AND SERVICE CONTRACT

CONTRACT NO. 990

This agreement, made this 24th Day of May, 1983, by and between GLNX CORPORATION, a Texas Corporation, principal office at 1300 Post Oak Blvd., Suite 960, Houston, Harris County, Texas 77056 hereinafter called "Lessor" and MONSANTO COMPANY, a Delaware Corporation, having its principal office at St. Louis, Missouri hereinafter called "Lessee".

W I T N E S S E T H:

1. Rental and Service Charges. Lessor hereby leases to the Lessee, and the Lessee hereby leases and hires from the Lessor and agrees to accept delivery of, upon the terms and conditions set forth herein and in the "riders" attached hereto and made a part hereof (hereinafter referred to as the "Riders", this instrument, together with the Riders, shall be herein referred to as the "Agreement"), the railroad tank cars described in the Riders (hereinafter referred to singularly as the "Car" or collectively as the "Cars"), for the use of which Cars the Lessee agrees to pay the Lessor the rental and service charges for the full term hereof all as set forth in the Riders.

2. Payment. Lessee agrees to pay said rental and service charges to GLNX Corporation, at its principal office located in Houston Harris County, Texas, on the first day of each calendar month in advance, without deduction, except that the Lessee shall pay in advance on the delivery of each car, respectively, a pro rata portion of one month's rental and service charges for the period intervening the date of delivery and the first of the next succeeding calendar month, and shall pay only the pro rata portion of such monthly charge attributable to any fractional month accruing at the termination of this lease.

3. Inspection of Car. Each of the cars shall be subject to lessee's inspection before loading; and the successful loading of such Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (i) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (ii) that it is one of the Cars described in the Riders. However, in the event of a latent defect, loading of the cars by Lessee shall not constitute acceptance by Lessee; nor shall such loading be conclusive evidence of a fit and suitable condition of such cars, nor shall monthly rental and service charges accrue against such cars, for

any period during which such cars are not used by Lessee as a result of such latent defect.

4. Responsibility of Lading. Except in the event of a latent defect in the cars, lessor shall not be liable for any loss of, or damage to commodities, or any part thereof, loaded or shipped in the Cars. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim therefor, unless such loss, damage or claim is caused by a latent defect in the cars.

5. Damage to Car Resulting From Lading. In the event any of the Cars, or the tank, fittings or appurtenances thereto, including the interior lining for tanks so equipped, shall become damaged by the commodity loaded therein, Lessee agrees to assume the responsibility for such damage, except for usual wear and tear.

6. Alteration and Lettering. Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon the Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operation of the Cars in Lessee's service hereunder, Lessee will be permitted to board and placard or stencil the Cars with letters not to exceed two inches (2") in height.

7. Limitations on Use. Lessee will not use the Cars in a "unit train" without advance approval in writing of the Lessor. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

8. Maintenance. Lessor agrees to maintain each of the Cars in good condition and repair according to the Interchange Rules of the Association of American Railroads ("AAR"), the Rules & Regulations of the U.S. Department of Transportation and any other Federal Authorities having jurisdiction, and Lessee agrees to forward the Cars to the shops of Lessor for periodic maintenance repairs as may be directed by Lessor. No repairs to any of the Cars shall be made by Lessee without Lessor's prior written consent, except that Lessee shall, at its expense, replace any removable tank parts (dome covers, outlet caps, etc.) if lost or broken. Any repairs covered by Railroad defect card will not be charged to Lessee. Replacement or repair by Lessee of any parts, equipment, and/or accessories on any of the Cars shall be with parts, equipment, and accessories that are of like kind and of at least equal quality to those being replaced or repaired unless otherwise agreed in writing by Lessor. Except for ordinary wear and tear in fair service and for required periodic inspection, Lessee agrees it will assume the responsibility for the maintenance, replacement, and testing of safety valves, angle valves, check valves, thermometer, and gauging device. If any of the Cars shall be completely destroyed, or if the physical condition of any Car shall become such that such Car cannot be operated in railroad service as determined by the parties, then the Lessor may cancel this lease as to such Car as of the date on which

such event occurred, or Lessor will make its best efforts to substitute another Car of approximately the same type and capacity within a reasonable period of time, and, in the event of such substitution, the substituted Car shall be held pursuant to all the terms and conditions of this Agreement. Should any of the cars become unavailable for use pursuant to this Agreement for any other reason, Lessor shall have the right to substitute another Car of approximately the same type and capacity within a reasonable period of time; and, in the event of such substitution, the substituted Car shall be held by Lessee pursuant to all the terms and conditions of the Agreement. When Cars are placed in a private car shop for maintenance and/or repair, the rental charges on each Car shall cease on the date of arrival in shop and will be reinstated on the date such Car arrives back at Lessee's location. If any repairs are required as a result of the misuse by or negligence of Lessee, its consignee, agent, or sublessee, or while on a railroad that does not subscribed to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, the rental charge shall continue during the rental period, and Lessee agrees to pay Lessor for the cost of such repairs. Lessee agrees that if by reason of such misuse or negligence or while on a railroad that does not subscribed to or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, any Car is completely destroyed or, in the opinion of the Lessor, such Car's physical condition is such that it cannot be operated in railroad service, Lessee will pay Lessor, in cash, the AAR depreciated value and/or settlement value (minus salvage value) as determined by the AAR Rules of Interchange in effect at that time within thirty (30) days following a request by Lessor for such payment. Lessee, at its own expense, shall either replace or reimburse Lessor for the cost of replacing any appliance or removable part, if destroyed, damaged, or lost, removed or stolen, unless the railroads transporting the cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence or omission of Lessor, its agents or employees.

9. Lining. The application, maintenance, and removal of interior protective lining in Cars so equipped is to be at the expense of the Lessee, including freight charges to and from the lining shop.

10. Indemnity. Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising, directly or indirectly out of Lessee's or any sublessee's use, lease, possession, or operation of the cars occurring during the term of this lease, or by the contents of such cars, howsoever occurring, except any loss, liability, claim, damage, or expense which is directly attributable to the fault or neglect of the Lessor "including any negligence on the part of Lessor in failing to discover or correct any defects in workmanship and/or material, parts, fittings, appliances, or appurtenances, incorporated into the cars by Lessor or the Manufacturer of the Cars, or by their Agents or Representatives," and in such case of Lessor's negligence, Lessor shall indemnify Lessee

and hold it harmless from any loss, expense or liability resulting therefrom.

All indemnities contained in this agreement shall survive the termination hereof, however same shall occur.

11. Governmental and Industrial Regulations. Lessee agrees to comply with all governmental laws, rules, regulations and requirements, and with the Interchange Rules of the AAR with respect to the use and operation of each of the Cars during the term of this Agreement.

12. Return of Cars. Upon the expiration or termination of this lease as to any of the Cars, Lessee agrees to return each of the Cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, to Lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment, and accessories with which the Car was originally equipped or which had been added during the term of the lease, and to give Lessor thirty (30) days advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars not properly cleaned or containing residue, as well as monthly rental and service charges incurred during the cleaning process not to exceed thirty (30) days.

13. Reports. Each month Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of the Cars, giving dates loaded and shipping, commodity, destination, and full junction routing of each movement. Failure to provide such monthly reports may result in Lessee's forfeiture of the mileage earned by the Cars for the month not reported. Lessee shall, within ten days after notification to Lessee, give Lessor written notice of any injury to either person or commodities which involve the Cars.

14. Additional Charges by Railroads. Lessee agrees to use the Cars, upon each railroad over which the Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party; and, if the operation or movements of any of the Cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within the period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on the Cars during the term hereof.

During the term of the Agreement, Lessee agrees that it will use its best efforts to maintain the aggregate mileage under load for all Cars covered by this Agreement equal to or exceeding the aggregate mileage empty for such Cars. Following (i) the end of each calendar year during the term of this Agreement and (ii) the termination or expiration of this Agreement, the Lessor will determine for the calendar year or portion thereof just ended the aggregate loaded mileage and empty mileage of the Cars and advise Lessee of same. In the event that

the empty mileage of the Cars should exceed, in the aggregate, their loaded mileage for the calendar year or portion thereof covered by the determination mentioned in the immediately preceding sentence, Lessee shall promptly pay Lessor for such excess according to the rate established by the governing tariff on a pro rata basis if Lessor is required to pay such excess to the AAR.

15. Taxes and Liens. Lessor agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay, in addition to rent and service charges, all sales, use, leasing, operation, excise, and other taxes with respect to the Cars, together with any penalties, fines, or interest thereon, and all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the Cars outside the United States. Lessee agrees not to encumber or dispose of this lease or of any of the Cars or any part of a Car, or permit any encumbrance or lien to be entered or levied upon any of the Cars.

16. Assignment. Lessee agrees, to the best of its ability, to use the Cars exclusively in Lessee's own service within the boundaries of the continental United States (exclusive of Alaska and Hawaii and Canada) and to make no transfer, or assignment, of this Agreement, except that Lessee shall have the right to sublease any of the Cars; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain fully liable to Lessor under this Agreement. In the event the Cars are used outside of the area specified and/or Mexico, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss, damage, and/or cost and expenses suffered by Lessor, or claim against Lessor and for all cost and expenses, including legal costs and attorney's fees arising in any way from such Car movement.

Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns and the Lessee, its successors and assigns.

17. Default. It is mutually agreed that the time of payment of rental and service charges is of the essence of this Agreement and that if the Lessee shall make default in the payment of rental and service charges on any of the Cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained and by Lessee to be performed or observed, and such default shall continue for thirty (30) days after Lessee has been given notice of default (that is Lessee shall have thirty (30) days from date of receiving notice to correct default) or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any of said events, Lessor, at its election, may, upon notice to Lessee of termination, terminate the lease set forth herein and repossess itself of any or all of said Cars, and this lease shall thereupon become and be terminated. In the alternative, Lessor may, without notice,

repossess itself of said Cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and re-letting said Cars (including attorney's fees and expenses of litigation and collecting the rentals thereof to satisfy the rental and service charges herein reserved), the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well as the obligation for any and all other payments by Lessee to Lessor called for by this Agreement shall survive any termination of this Agreement or the lease contained herein for whatever reason and/or such retaking of the Cars. Lessee shall, without expense to Lessor, assist it in repossessing itself of said Cars and shall, for a reasonable time if required, furnish suitable trackage space for the storage of said Cars. The rights and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

18. Reliance on Lease. Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of Cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Agreement. If this has occurred, this Agreement, whether or not executed, shall be the Agreement between the parties for such Cars and supersedes prior negotiations and correspondence.

19. Notice. All notices provided for herein, as well as all correspondence pertaining to this Agreement, shall be considered as properly given if given: (a) in writing and delivered personally or sent by registered or certified mail, or (b) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be as follows:

Lessor: GLNX Corporation
 1300 Post Oak Blvd., Suite 960
 Houston, Texas 77056

 Attn: Mr. J.C. Graves

Lessee: Monsanto Company
 800 No. Lindberg Blvd.
 St. Louis, Missouri 63167

 Attn: Rail Equipment Supv. M3D

or to such other address or addresses as the parties may from time to time designate by such notice in writing.

20. Miscellaneous. Nothing herein contained shall give or convey to Lessee any right, title, or property interests in and to the Cars except as Lessee. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR

MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

It is expressly understood and agreed that this Agreement constitutes a separate Tank Car Lease and Service Contract with respect to the Cars described in each Rider. The termination or extension of any such contract shall not affect any other contract, and a supplement evidencing the same shall be executed, delivered, and acknowledged at the request of either party hereto. At the request of either party hereto, a separate Tank Car Lease and Service Contract with respect to the Cars described in any Rider will be executed, delivered, and acknowledged in substantially the form of this Agreement.

This instrument, together with any and all Riders attached hereto, constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

All rights of Lessor hereunder may be assigned, pledged, mortgaged transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer, or otherwise dispose of title to the Cars without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer, or other disposition, this Agreement and all of the Lessee's rights under this Agreement and all rights of any person, firm or corporation who claims or who may hereafter claim any rights under this Agreement under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, and/or equipment trust agreements covering the Cars or any of them heretofore or hereafter created and entered into by Lessor, its successor or assigns, and to all of the rights of any such chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars. At the request of Lessor or any chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars, the cars may be lettered or marked to identify the legal owner of the Cars at no expense to Lessee. If, during the continuance of this Agreement, any such marking shall at anytime be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

If Lessee fulfills its obligations under this agreement, Lessee is entitled to the quiet and peaceful usage of the cars for the duration of the contract.

All terms used in the Riders shall have the same meaning as used or defined herein except as may be otherwise specifically defined in such Riders. Should any term or condition of any Rider be inconsistent or conflict with any term or condition hereof, the term or condition of the Rider shall govern.

This Agreement shall be governed and construed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

G L N X CORPORATION
"LESSOR"

BY..... *Bob Atrip*
VICE PRESIDENT

MONSANTO COMPANY
"LESSEE"

BY..... *M H Stanek 8/12/83*
M. H. Stanek
Rail Equipment Supervisor

GLNX CORPORATION

RIDER TO TANK CAR LEASE AND SERVICE CONTRACT

Contract No. 990

Rider No. 18

THIS RIDER between GLNX CORPORATION and MONSANTO COMPANY shall be subject to the terms and conditions hereof effective as of the first (1st) day of April, 1984.

1. Rental and Service Charges. The cars subject to this Rider have monthly rental and service charges as follow:

<u>Number Of Cars</u>	<u>Type</u>	<u>Car Numbers</u>	<u>Monthly Rental and Service Charge Per Car</u>
TWELVE (12)	DOT111A100W3 23,500 G. EC-I	GLNX 23005, 23036, 23039, 23181, 23203, 23205, 23213, 23218, 24111, 24117, 24118, 24125	\$410.00

2. Term. The "EFFECTIVE DATE" of this Rider is April 1, 1984, and shall continue in effect for a period of fifty-three (53) months after the Effective Date. The expiration date of this Rider will be August 31, 1988. Notwithstanding the expiration or termination of this Rider, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor steam cleaned, free from residue.

3. Delivery. Cars are already in service. The obligation of the Lessor to furnish the Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materialmen, or governmental authority; and Lessor shall not be liable for any damages by reason of any such delay.

4. Mileage. Lessor shall collect all mileage earned by the Cars, and shall credit to the rental account of Lessee for each accounting period (as defined below) such mileage earned by the cars while in the service of Lessee, as and when received from the railroads, according and subject to all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable hereunder for

such accounting period. The term "accounting period", as used in this Rider, is defined to mean each period of twelve (12) consecutive months within the term of this Rider, ending on the anniversary on the Effective Date hereof, and any period from the last such twelve (12) month period of the date of expiration of this Rider. If the term of this Rider is less than twelve (12) months, accounting period is defined to mean the term of the Rider.

5. Service. The Lessee will use the Cars only for the loading of products for which they are approved by the applicable regulatory agencies.

6. Rental and Service Charge Adjustments. The rental and service charges are based upon construction of the Cars in accordance with the design requirements of the AAR, Department of Transportation, and the Federal Railroad Administration effective at the time the lease of the Cars was quoted to Lessee. Any change in design due to changes in these requirements or due to the requirements of any other governmental authority between the effective date and the expiration or termination of this lease will cause the rental and service charges to increase at a monthly rate of \$1.40 per car for each \$100 expended by Lessor on such car, effective as of the date the car is released from the shop after application of such additions, modifications, or adjustments. No rental credits will be issued on cars entering the shop for these modifications for a sixty day period. After the sixty day period has expired, rental credits will be issued on a daily basis until car is returned to service.

GLNX CORPORATION

"LESSOR"

DATE 5-30-84.....

BY Bob Atrip.....
VICE PRESIDENT

MONSANTO COMPANY

"LESSEE"

DATE 6/11/84.....

BY M. H. Stanek.....

M. H. STANEK
RAIL EQUIPMENT SUPERVISOR

Lessee file

G L N X CORPORATION

TANK CAR LEASE AND SERVICE CONTRACT

CONTRACT NO. 225

This agreement, made this fifteenth day of November, 1985 by and between GLNX CORPORATION, a Texas Corporation, having its principal office at 1300 Post Oak Blvd., Suite 960, Houston, Harris County, Texas 77056 herein after called "Lessor" and IOWA BEEF PROCESSORS, INC. having its principal office at P.O. Box 515, Dakota City, Nebraska 68731, hereinafter called "Lessee".

W I T N E S S E T H:

1. Rental and Service Charges. Lessor hereby leases to the Lessee, and the Lessee hereby leases and hires from the Lessor and agrees to accept delivery of, upon the terms and conditions set forth herein and in the "riders" attached hereto and made a part hereof (hereinafter referred to as the "Riders", this instrument, together with the Riders, shall be herein referred to as the "Agreement"), the railroad tank cars described in the Riders (hereinafter referred to singularly as the "Car" or collectively as the "Cars"), for the use of which Cars the Lessee agrees to pay the Lessor the rental and service charges for the full term hereof all as set forth in the Riders.

2. Payment. Lessee agrees to pay said rental and service charges to GLNX Corporation, at its principal office located in Houston Harris County, Texas, on the first day of each calendar month in advance, without deduction, except that the Lessee shall pay in advance on the delivery of each car, respectively, a pro rata portion of one month's rental and service charges for the period intervening the date of delivery and the first of the next succeeding calendar month, and shall pay only the pro rata portion of such monthly charge attributable to any fractional month accruing at the termination of this lease.

3. Inspection of Car. Each of the cars shall be subject to lessee's inspection before loading; and the successful loading of such Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (i) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (ii) that it is one of the Cars described in the Riders. In any event, however, monthly rental and service charges shall be paid from the date of delivery at the point of delivery described in the Riders.

4. Responsibility of Lading. Lessor shall not be liable for any loss of, or damage to commodities, or any part thereof, loaded or

shipped in the Cars, however such loss or damage shall be caused or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim therefor.

5. Damage to Car Resulting From Lading. In the event any of the Cars, or the tank, fittings or appurtenances thereto, including the interior lining for tanks so equipped, shall become damaged by the commodity loaded therein, Lessee agrees to assume the responsibility for such damage.

6. Alteration and Lettering. Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon the Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operation of the Cars in Lessee's service hereunder, Lessee will be permitted to board and placard or stencil the Cars with letters not to exceed two inches (2") in height.

7. Limitations on Use. Lessee will not use the Cars in a "unit train" without advance approval in writing of the Lessor. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

8. Maintenance. Lessor agrees to maintain each of the Cars in good condition and repair according to the Interchange Rules of the Association of American Railroads ("AAR"), and Lessee agrees to forward the Cars to the shops of Lessor for periodic maintenance repairs as may be directed by Lessor. No repairs to any of the Cars shall be made by Lessee without Lessor's prior written consent, except that Lessee shall, at its expense, replace any removable tank parts (dome covers, outlet caps, etc.) if lost or broken. Any repairs covered by Railroad defect card will not be charged to Lessee. Replacement or repair by Lessee of any parts, equipment, and/or accessories on any of the Cars shall be with parts, equipment, and accessories that are of like kind and of at least equal quality to those being replaced or repaired unless otherwise agreed in writing by Lessor. Except for ordinary wear and tear in fair service and for required periodic inspection, Lessee agrees it will assume the responsibility for the maintenance, replacement, and testing of safety valves, angle valves, check valves, thermometer, and gauging device. If any of the Cars shall be completely destroyed, or if the physical condition of any Car shall become such that such Car cannot be operated in railroad service as determined by the parties, then the Lessor may, at its option, cancel this lease as to such Car as of the date on which such event occurred, or may substitute another Car of approximately the same type and capacity within a reasonable period of time, and, in the event of such substitution, the substituted Car shall be held pursuant to all the terms and conditions of this Agreement. Should any of the cars become unavailable for use pursuant to this Agreement for any other reason, Lessor shall have the right to substitute another Car of approximately the same type and capacity within a reasonable period of time; and, in the event of such

substitution, the substituted Car shall be held by Lessee pursuant to all the terms and conditions of the Agreement. When Cars are placed in a private car shop for maintenance and/or repair, the rental charges on each Car shall cease five (5) days after the date of arrival in shop and will be reinstated on the date such Car is forwarded from shop. If any repairs are required as a result of the misuse by or negligence of Lessee, its consignee, agent, or sublessee, or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, the rental charge shall continue during the rental period, and Lessee agrees to pay Lessor for the cost of such repairs. Lessee agrees that if by reason of such misuse or negligence or while on a railroad that does not subscribe to or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, any Car is completely destroyed or, in the opinion of the Lessor, such Car's physical condition is such that it cannot be operated in railroad service, Lessee will pay Lessor, in cash, the AAR depreciated value and/or settlement value as determined by the AAR Rules of Interchange in effect at that time within ten (10) days following a request by Lessor for such payment. Lessee, at its own expense, shall either replace or reimburse Lessor for the cost of replacing any appliance or removable part, if destroyed, damaged, or lost, removed or stolen, unless the railroads transporting the cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence or omission of Lessor, its agents or employees.

9. Lining. The application, maintenance, and removal of interior protective lining in Cars so equipped is to be at the expense of the Lessee, including freight charges to and from the lining shop.

10. Indemnity. Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising, directly or indirectly, out of Lessee's or any sublessee's use, lease, possession, or operation of the Cars occurring during the term of this lease, or by the contents of such Cars, howsoever occurring, except any loss, liability, claim, damage, or expense which is directly attributable to the fault or neglect of the Lessor, or for which a railroad or railroads have assumed full responsibility. All indemnities contained in this Agreement shall survive the termination hereof, however same shall occur.

11. Governmental and Industrial Regulations. Lessee agrees to comply with all governmental laws, rules, regulations and requirements, and with the Interchange Rules of the AAR with respect to the use and operation of each of the Cars during the term of this Agreement.

12. Return of Cars. Upon the expiration or termination of this lease as to any of the Cars, Lessee agrees to return each of the Cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee,

to Lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment, and accessories with which the Car was originally equipped or which had been added during the term of the lease, and to give Lessor thirty (30) days advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars not properly cleaned or containing residue, as well as monthly rental and service charges incurred during the cleaning process not to exceed thirty (30) days.

13. Reports. Each month Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of the Cars, giving dates loaded and shipping, commodity, destination, and full junction routing of each movement. Failure to provide such monthly reports may result in Lessee's forfeiture of the mileage earned by the Cars for the month not reported. Lessee shall, within ten days after notification to Lessee, give Lessor written notice of any injury to either person or commodities which involve the Cars.

14. Additional Charges by Railroads. Lessee agrees to use the Cars, upon each railroad over which the Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party; and, if the operation or movements of any of the Cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within the period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on the Cars during the term hereof.

During the term of the Agreement, Lessee agrees that it will use its best efforts to maintain the aggregate mileage under load for all Cars covered by this Agreement equal to or exceeding the aggregate mileage empty for such Cars. Following (i) the end of each calendar year during the term of this Agreement and (ii) the termination or expiration of this Agreement, the Lessor will determine for the calendar year or portion thereof just ended the aggregate loaded mileage and empty mileage of the Cars and advise Lessee of same. In the event that the empty mileage of the Cars should exceed, in the aggregate, their loaded mileage for the calendar year or portion thereof covered by the determination mentioned in the immediately preceding sentence, Lessee shall promptly pay Lessor for such excess according to the rate established by the governing tariff on a pro rata basis if Lessor is required to pay such excess to the AAR.

15. Taxes and Liens. Lessor agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay, in addition to rent and service charges, all sales, use, leasing, operation, excise, and other taxes with respect to the Cars, together with any penalties, fines, or interest thereon, and all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the Cars outside the United States. Lessee agrees not to encumber or dispose of this lease

or of any of the Cars or any part of a Car, or permit any encumbrance or lien to be entered or levied upon any of the Cars.

16. Assignment. Lessee agrees, to the best of its ability, to use the Cars exclusively in Lessee's own service within the boundaries of the continental United States (exclusive of Alaska, Hawaii and Canada) and to make no transfer, or assignment, of this Agreement, except that Lessee shall have the right to sublease any of the Cars; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain fully liable to Lessor under this Agreement. In the event the Cars are used outside of the area specified and/or Mexico, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss, damage, and/or cost and expenses suffered by Lessor, or claim against Lessor and for all cost and expenses, including legal costs and attorney's fees arising in any way from such Car movement.

Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns and the Lessee, its successors and assigns.

17. Default. It is mutually agreed that the time of payment of rental and service charges is of the essence of this Agreement and that if the Lessee shall make default in the payment of rental and service charges on any of the Cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained and by Lessee to be performed or observed, and such default shall continue for ten (10) days after Lessee has been given notice of default (that is Lessee shall have ten (10) days from date of receiving notice to correct default) or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any of said events, Lessor, at its election, may, upon notice to Lessee of termination, terminate the lease set forth herein and repossess itself of any or all of said Cars, and this lease shall thereupon become and be terminated. In the alternative, Lessor may, without notice, repossess itself of said Cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and re-letting said Cars (including attorney's fees and expenses of litigation and collecting the rentals thereof to satisfy the rental and service charges herein reserved), the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well as the obligation for any and all other payments by Lessee to Lessor called for by this Agreement shall survive any termination of this Agreement or the lease contained herein for whatever reason and/or such retaking of the Cars. Lessee shall, without expense to Lessor, assist it in repossessing itself of said Cars and shall, for a reasonable time if required, furnish suitable trackage space for the storage of said Cars. The rights and

remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

18. Reliance on Lease. Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of Cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Agreement. If this has occurred, this Agreement, whether or not executed, shall be the Agreement between the parties for such Cars and supersedes prior negotiations and correspondence.

19. Notice. All notices provided for herein, as well as all correspondence pertaining to this Agreement, shall be considered as properly given if given: (a) in writing and delivered personally or sent by registered or certified mail, or (b) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such address may be changed by either party giving written notice thereof to the other.

20. Miscellaneous. Nothing herein contained shall give or convey to Lessee any right, title, or property interests in and to the Cars except as Lessee. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

It is expressly understood and agreed that this Agreement constitutes a separate Tank Car Lease and Service Contract with respect to the Cars described in each Rider. The termination or extension of any such contract shall not affect any other contract, and a supplement evidencing the same shall be executed, delivered, and acknowledged at the request of either party hereto. At the request of either party hereto, a separate Tank Car Lease and Service Contract with respect to the Cars described in any Rider will be executed, delivered, and acknowledged in substantially the form of this Agreement.

This instrument, together with any and all Riders attached hereto, constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

All rights of Lessor hereunder may be assigned, pledged, mortgaged transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer, or otherwise dispose of title to the Cars without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer, or other disposition, this Agreement and all of the Lessee's rights under this Agreement and all rights of any person, firm or corporation who claims or who may hereafter claim any rights under this Agreement under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional

sale agreements, and/or equipment trust agreements covering the Cars or any of them heretofore or hereafter created and entered into by Lessor, its successor or assigns, and to all of the rights of any such chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars. At the request of Lessor or any chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars, the cars may be lettered or marked to identify the legal owner of the Cars at no expense to Lessee. If, during the continuance of this Agreement, any such marking shall at anytime be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

All terms used in the Riders shall have the same meaning as used or defined herein except as may be otherwise specifically defined in such Riders. Should any term or condition of any Rider be inconsistent or conflict with any term or condition hereof, the term or condition of the Rider shall govern.

This Agreement shall be governed and construed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

G L N X CORPORATION
"LESSOR"

BY.....
VICE PRESIDENT

IOWA BEEF PROCESSORS, INC.
"LESSEE"

BY.....

GLNX CORPORATION

RIDER TO TANK CAR LEASE AND SERVICE CONTRACT

Contract No. 225
Rider No. 1

THIS RIDER between GLNX CORPORATION and IOWA BEEF PROCESSORS, INC. shall be subject to the terms and conditions hereof effective as of the fifteenth day of November, 1985.

1. Rental and Service Charges. The cars subject to this Rider have monthly rental and service charges as follows:

<u>Number Of Cars</u>	<u>Type</u>	<u>Car Numbers</u>	<u>Monthly Rental and Service Charge Per Car</u>
THIRTY (30)	DOT111A100W3 23,500 G. EC-I	SEE ATTACHED	\$475.00

2. Term. The pro-rata rental respecting each Car commences on the date of delivery of such Car to Lessee. The "Effective Date" of this Rider shall be the first day of the month following the average date of delivery of the cars, and shall continue in effect for a period of sixty (60) months after the Effective Date. Notwithstanding the expiration or termination of this Rider, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor steam cleaned, free from residue.

3. Delivery. Each of the cars shall be delivered to the Lessee at Lessee's designated location. The obligation of the Lessor to furnish the Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materialmen, or governmental authority; and Lessor shall not be liable for any damages by reason of any such delay.

4. Mileage. Lessor shall collect all mileage earned by the Cars, and shall credit to the account of Lessee such mileage earned by the Cars while in the service of Lessee, as and when received from the railroads, according and subject to all rules of the tariffs of the railroads.

5. Service. The Lessee will use the Cars only for the loading of products for which they are approved by the applicable regulatory agencies.

6. Rental and Service Charge Adjustments. The rental and service charges are based upon construction of the Cars in accordance with the design requirements of the AAR, Department of Transportation, and the Federal Railroad Administration effective at the time the lease of the Cars was quoted to Lessee. Any change in design due to changes in these requirements or due to the requirements of any other governmental authority between the effective date and the expiration or termination of this lease will cause the rental and service charges to increase at a monthly rate of \$1.60 per car for each \$100 expended by Lessor on such car, effective as of the date the car is released from the shop after application of such additions, modifications, or adjustments. No rental credits will be issued on cars entering the shop for these modifications for a sixty day period. After the sixty day period has expired, rental credits will be issued on a daily basis until car is returned to service.

7. Mileage Cost Adjustments. To the monthly rental and service charges, Lessor will add two cents per mile for each mile traveled by the Cars in a calendar year above the "maximum average mileage" which is to be determined as follows: The "maximum average mileage" for a calendar year shall be determined by multiplying 30,000 miles by the number of Cars covered by this Rider during such calendar year. Any Car covered by this Rider during only a portion of the calendar year in question shall be included on a pro rata basis in the calculation of the "maximum average mileage".

GLNX CORPORATION
"LESSOR"

DATE..... BY.....
VICE PRESIDENT

IOWA BEEF PROCESSORS, INC.
"LESSEE"

DATE..... BY.....

EXHIBIT I

<u>CAR NO.</u>	<u>MILEAGE RATE AS OF 11/1/85</u>	<u>CAR NO.</u>	<u>MILEAGE RATE</u>
GLNX 23138	.833	GLNX 23252	.887
GLNX 23160	.887	GLNX 23259	.887
GLNX 23200	.887	GLNX 3534	.904
GLNX 23204	.887	GLNX 3540	.904
GLNX 23211	.887	GLNX 3532	.904
GLNX 23214	.887	GLNX 3538	.904
GLNX 23215	.887	GLNX 3552	.833
GLNX 23216	.887	GLNX 23210	.887
GLNX 23226	.887	GLNX 3574	.874
GLNX 23227	.887	GLNX 3580	.874
GLNX 23231	.887	GLNX 3519	.904
GLNX 23242	.887	GLNX 23135	.904
GLNX 23249	.887	GLNX 23136	.904
GLNX 23180	.901	GLNX 23212	.887
GLNX 23202	.887	GLNX 23120	.904

TANK CAR LEASE AND SERVICE CONTRACT

THIS AGREEMENT, made this 14th day of September, 1979, by and between GLENCO TRANSPORTATION SERVICES, INC., a Texas corporation, principal office at 1700 W. Loop S., Houston, Harris County, Texas, hereinafter called "Lessor" and Exxon Chemical Company USA,* an office at Houston, Texas 77001^a, New Jersey corporation, having hereinafter called "Lessee".

WITNESSETH:

1. *Rental and Service Charges.* Lessor hereby leases to the Lessee, and the Lessee hereby leases and hires from the Lessor and agrees to accept delivery of, upon the terms and conditions set forth herein and in the "riders" attached hereto and made a part hereof (hereinafter referred to as the "Riders", this instrument, together with the Riders, shall be herein referred to as the "Agreement"), the railroad tank cars described in the Riders (hereinafter referred to singularly as the "Car" or collectively as the "Cars"), for the use of which Cars the Lessee agrees to pay the Lessor the rental and service charges for the full term hereof all as set forth in the Riders.

2. *Payment.* Lessee agrees to pay said rental and service charges to Glenco Transportation Services, Inc., at its principal office located in Houston, Harris County, Texas, on the first day of each calendar month in advance, without deduction, except that the Lessee shall pay in advance on the delivery of each Car, respectively, a pro rata portion of one month's rental and service charges for the period intervening the date of delivery and the first of the next succeeding calendar month, and shall pay only the pro rata portion of such monthly charge attributable to any fractional month accruing at the termination of this lease.

3. *Inspection of Car.* Each of the Cars shall be subject to Lessee's inspection before loading; and the successful loading of such Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (i) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (ii) that it is one of the Cars described in the Riders. In any event, however, monthly rental and service charges shall be paid from the date of delivery at the point of delivery described in the Riders.

4. *Responsibility of Lading.* Lessor shall not be liable for any loss of, or damage to commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage, or claim therefor.

5. *Damage to Car Resulting From Lading.* In the event any of the Cars, or the tank, fittings or appurtenances thereto, including the interior lining for tanks so equipped, shall become damaged by the commodity loaded therein, Lessee agrees to assume the responsibility for such damage.

6. *Alteration and Lettering.* Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon the Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operation of the Cars in Lessee's service hereunder, Lessee will be permitted to board and placard or stencil the Cars with letters not to exceed two inches (2") in height.

7. *Limitations on Use.* Lessee will not use the Cars in a "unit train" without advance approval in writing of the Lessor. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

8. *Maintenance.* Lessor agrees to maintain each of the Cars in good condition and repair according to the Interchange Rules of the Association of American Railroads ("AAR"), and Lessee agrees to forward the Cars to the shops of Lessor for periodic maintenance repairs as may be directed by Lessor. No repairs to any of the Cars shall be made by Lessee without Lessor's prior written consent, except that Lessee shall, at its expense, replace any removable tank parts (dome covers, outlet caps,

etc.) if lost or broken. Any repairs covered by Railroad defect card will not be charged to Lessee. Replacement or repair by Lessee of any parts, equipment, and/or accessories on any of the Cars shall be with parts, equipment, and accessories that are of like kind and of at least equal quality to those being replaced or repaired unless otherwise agreed in writing by Lessor. Except for ordinary wear and tear in fair service and for required periodic inspections, Lessee agrees it will assume the responsibility for the maintenance, replacement, and testing of safety valves, angle valves, check valves, thermometer, and gauging device. If any of the Cars shall be completely destroyed, or if the physical condition of any Car shall become such that such Car cannot be operated in railroad service as determined by the parties, then the Lessor may, at its option, cancel this lease as to such Car as of the date on which such event occurred, or may substitute another Car of approximately the same type and capacity within a reasonable period of time, and, in the event of such substitution, the substituted Car shall be held pursuant to all the terms and conditions of this Agreement. Should any of the Cars become unavailable for use pursuant to this Agreement for any other reason, Lessor shall have the right to substitute another Car of approximately the same type and capacity within a reasonable period of time; and, in the event of such substitution, the substituted Car shall be held by Lessee pursuant to all the terms and conditions of the Agreement. When Cars are placed in a private car shop for maintenance and/or repair, the rental charges on each Car shall cease five (5) days after the date of arrival in shop and will be reinstated five (5) days after the date such Car is forwarded from shop. If any repairs are required as a result of the misuse by or negligence of Lessee, its consignee, agent, or sublessee, or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, the rental charge shall continue during the rental period, and Lessee agrees to pay Lessor for the cost of such repairs. Lessee agrees that if by reason of such misuse or negligence or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, any Car is completely destroyed or, in the opinion of the Lessor, such Car's physical condition is such that it cannot be operated in railroad service, Lessee will pay Lessor, in cash, the AAR depreciated value and/or settlement value as determined by the AAR Rules of Interchange in effect at that time within ten (10) days following a request by Lessor for such payment.

9. *Lining.* The application, maintenance, and removal of interior protective lining in Cars so equipped is to be at the expense of the Lessee, including freight charges to and from the lining shop.

10. *Indemnity.* Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising, directly or indirectly, out of Lessee's or any sublessee's use, lease, possession, or operation of the Cars occurring during the term of this lease, or by the contents of such Cars, howsoever occurring, except any loss, liability, claim, damage, or expense which is directly attributable to the fault or neglect of the Lessor, or for which a railroad or railroads have assumed full responsibility. All indemnities contained in this Agreement shall survive the termination hereof, however same shall occur.

11. *Governmental and Industrial Regulations.* Lessee agrees to comply with all governmental laws, rules, regulations, and requirements, and with the Interchange Rules of the AAR with respect to the use and operation of each of the Cars during the term of this Agreement.

12. *Return of Cars.* Upon the expiration or termination of this lease as to any of the Cars, Lessee agrees to return each of the Cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, to Lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment, and accessories with which the Car was originally equipped or which had been added during the term of the lease, and to give Lessor thirty (30) days advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars not available for shipment free from residue,

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~~of premises~~ as well as monthly rental and service charges incurred during the cleaning process not to exceed thirty (30) days.

13. *Reports.* Each month Lessee shall give Lessor monthly reports for the immediately preceding month of the complete movements of the Cars, giving dates loaded and shipping, commodity, destination, and full junction routing of each movement. Failure to provide such monthly reports will result in Lessee's forfeiture of the mileage earned by the Cars for the month not reported. Lessee shall, within ten days after notification to Lessee, give Lessor written notice of any injury to either person or commodities which involve the Cars.

14. *Additional Charges by Railroads.* Lessee agrees to use the Cars, upon each railroad over which the Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party; and, if the operation or movements of any of the Cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within the period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on any of the Cars during the term hereof.

During the term of this Agreement, Lessee agrees that it will use its best efforts to maintain the aggregate mileage under load for all Cars covered by this Agreement equal to or exceeding the aggregate mileage empty for such Cars. Following (i) the end of each calendar year during the term of this Agreement and (ii) the termination or expiration of this Agreement, the Lessor will determine for the calendar year or portion thereof just ended the aggregate loaded mileage and empty mileage of the Cars and advise Lessee of same. In the event that the empty mileage of the Cars should exceed, in the aggregate, their loaded mileage for the calendar year or portion thereof covered by the determination mentioned in the immediately preceding sentence, Lessee shall promptly pay Lessor for such excess according to the rate established by the governing tariff on a pro rata basis if Lessor is required to pay such excess to the AAR.

15. *Taxes and Liens.* Lessor agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay, in addition to rent and service charges, all sales, use, leasing, operation, excise, and other taxes with respect to the Cars, together with any penalties, fines, or interest thereon, and all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the Cars outside the United States. Lessee agrees not to encumber or dispose of this lease or of any of the Cars or any part of a Car or permit any encumbrance or lien to be entered or levied upon any of the Cars.

16. *Assignment.* Lessee agrees, to the best of its ability, to use the Cars exclusively in Lessee's own service within the boundaries of the continental United States (exclusive of Alaska and Hawaii) and Canada and to make no transfer, or assignment, of this Agreement, except that Lessee shall have the right to sublease any of the Cars; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain fully liable to Lessor under this Agreement. In the event the Cars are used outside of the area specified and/or Mexico, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss, damage, and/or cost and expenses suffered by Lessor, or claim against Lessor and for all costs and expenses, including legal costs and attorney's fees arising in any way from such Car movement.

Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns, and the Lessee, its successors and assigns.

17. *Default.* It is mutually agreed that the time of payment of rental and service charges is of the essence of this Agreement and that if the Lessee shall make default in the payment of rental and service charges on any of the Cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained and by Lessee to be performed or observed, and such default shall continue for ten (10) days after Lessee

has been given notice of default (that is Lessee shall have ten (10) days from date of receiving notice to correct default) or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make a general assignment for the benefit of creditors, then and in any of said events, Lessor, at its election, may, upon notice to Lessee of termination, terminate the lease set forth herein and repossess itself of any or all of said Cars, and this lease shall thereupon become and be terminated. In the alternative, Lessor may, without notice, repossess itself of said Cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and re-letting said Cars (including attorney's fees and expenses of litigation) and collecting the rentals thereof to satisfy the rental and service charges herein reserved, the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well the obligation for any and all other payments by Lessee to Lessor called for by this Agreement shall survive any termination of this Agreement or the lease contained herein for whatever reason and/or such retaking of the Cars. Lessee shall, without expense to Lessor, assist it in repossessing itself of said Cars and shall, for a reasonable time if required, furnish suitable trackage space for the storage of said Cars. The rights and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

18. *Reliance on Lease.* Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of Cars by Lessee, may have shipped one or more of the Cars to Lessee prior to the formal execution of this Agreement. If this has occurred, this Agreement, whether or not executed, shall be the agreement between the parties for such Cars and supersedes prior negotiations and correspondence.

19. *Notice.* All notices provided for herein, as well as all correspondence pertaining to this Agreement, shall be considered as properly given if given: (a) in writing and delivered personally or sent by registered or certified mail, or (b) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such addresses may be changed by either party giving written notice thereof to the other.

20. *Miscellaneous.* Nothing herein contained shall give or convey to Lessee any right, title, or property interests in and to the Cars except as Lessee. **LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.**

It is expressly understood and agreed that this Agreement constitutes a separate Tank Car Lease and Service Contract with respect to the Cars described in each Rider. The termination or extension of any such contract shall not affect any other contract, and a supplement evidencing the same shall be executed, delivered, and acknowledged at the request of either party hereto. At the request of either party hereto, a separate Tank Car Lease and Service Contract with respect to the Cars described in any Rider will be executed, delivered, and acknowledged in substantially the form of this Agreement.

This instrument, together with any and all Riders attached hereto, constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer, or otherwise dispose of title to the Cars without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer, or other disposition, this Agreement and all of Lessee's rights under this Agreement and all rights of any person, firm, or corporation who claims or who may hereafter claim

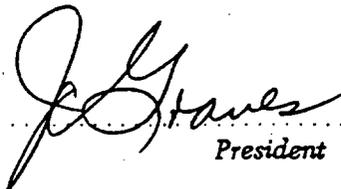
any rights under this Agreement under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, and/or equipment trust agreements covering the Cars or any of them heretofore or hereafter created and entered into by Lessor, its successor or assigns, and to all of the rights of any such chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars. At the request of Lessor or any chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars, the Cars may be lettered or marked to identify the legal owner of the Cars at no expense to Lessee. If, during the continuance of this Agreement, any such marking shall at any time be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

All terms used in the Riders shall have the same meaning as used or defined herein except as may be otherwise specifically defined in such Riders. Should any term or condition of any Rider be inconsistent or conflict with any term or condition hereof, the term or condition of the Rider shall govern.

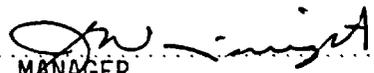
This Agreement shall be governed and construed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

GLENCO TRANSPORTATION SERVICES, INC.
"LESSOR"

By 
President

EXXON CHEMICAL COMPANY USA, an operating
Division of Exxon Chemical Company, "LESSEE"
a Division of Exxon Corporation.

By 
MANAGER
DISTRIBUTION DEPARTMENT

RET
MAR
H
S

GLNX CORPORATION

RIDER TO TANK CAR LEASE AND SERVICE CONTRACT

Contract No. 950

Rider No. 30

THIS RIDER between GLNX CORPORATION and EXXON CHEMICAL AMERICAS shall be subject to the terms and conditions hereof effective as of the fifteenth day of August 1985.

1. Rental and Service Charges. The cars subject to this Rider have monthly rental and service charges as follow:

<u>Number Of Cars</u>	<u>Type</u>	<u>Car Numbers</u>	<u>Monthly Rental and Service Charge Per Car</u>
TEN (10)	DOT111A100W3 23,500 G. EC-I	GLNX 23201, 23208, 23239, 23243, 23244, 23052, 24106, 24151, 24148, 24144	\$425.00

2. Term. The pro-rata rental respecting each Car commences on the date of delivery of such Car to Lessee. The "Effective Date" of this Rider shall be the first day of the month following the average date of delivery of the cars, and shall continue in effect for a period of twelve (12) months after the Effective Date. Notwithstanding the expiration or termination of this Rider, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor steam cleaned, free from residue.

3. Delivery. Each of the cars shall be delivered to the Lessee at Lessee's designated location, Bayonne, New Jersey (CR). The obligation of the Lessor to furnish the Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and

materialmen, or governmental authority; and Lessor shall not be liable for any damages by reason of any such delay.

4. Mileage. Lessor shall collect all mileage earned by the Cars, and shall credit to the rental account of Lessee for each accounting period (as defined below) such mileage earned by the Cars while in the service of Lessee, as and when received from the railroads, according and subject to all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable hereunder for such accounting period. The term "accounting period", as used in this Rider, is defined to mean each period of twelve (12) consecutive months within the term of this Rider, ending on the anniversary on the Effective Date hereof, and any period from the last such twelve (12) month period of the date of expiration of this Rider. If the term of this Rider is less than twelve (12) months, accounting period is defined to mean the term of the Rider.

5. Service. The Lessee will use the Cars only for the loading of products for which they are approved by the applicable regulatory agencies.

6. Rental and Service Charge Adjustments. The rental and service charges are based upon construction of the Cars in accordance with the design requirements of the AAR, Department of Transportation, and the Federal Railroad Administration effective at the time the lease of the Cars was quoted to Lessee. Any change in design due to changes in these requirements or due to the requirements of any other governmental authority between the effective date and the expiration or termination of this lease will cause the rental and service charges to increase at a monthly rate of \$1.40 per car for each \$100 expended by Lessor on such car, effective as of the date the car is released from the shop after application of such additions, modifications, or adjustments. No rental credits will be issued on cars entering the shop for these modifications for a sixty day period. After the sixty day period has expired, rental credits will be issued on a daily basis until car is returned to service.

7. Mileage Cost Adjustments. To the monthly rental and service charges, Lessor will add two cents per mile for each mile traveled by the Cars in a calendar year above the "maximum average mileage" which is to be determined as follows: The "maximum average mileage" for a calendar year shall be determined by multiplying 30,000 miles by the number of Cars covered by this Rider during such calendar year. Any

Car covered by this Rider during only a portion of the calendar year in question shall be included on a pro rata basis in the calculation of the "maximum average mileage".

GLNX CORPORATION
"LESSOR"

DATE... 8.8.85.....

BY... *Bob Atnip*.....
VICE PRESIDENT

EXXON CHEMICAL AMERICAS
"LESSEE"

DATE... 8/20/85.....

BY... *Richard L. Faulkner*.....

Manager - Rail Transportation

EXHIBIT E

COPY

PROMISSORY NOTE

\$230,000.00

August 8, 1986

For value received, the undersigned, Delta Investments, a Texas general partnership ("Borrower"), hereby promises to pay to the order of Primus Corporation, a Texas corporation ("Lender") at 2727 Allen Parkway, Suite 860, Houston, Texas 77019, the principal sum of TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000.00). The principal amount hereof shall be due and payable in forty-one consecutive quarterly installments, the first forty of which shall each be in the amount of any and all Net Revenues (as defined herein) payable to Borrower under Leases (as Leases are defined in that certain Security Agreement dated as of August 8, 1986 executed by Borrower in favor of Lender), and shall be due and payable on the last day of each October, January, April and July hereafter, commencing October 31, 1986, and the final such installment shall be due and payable on October 31, 1996 and shall be in an amount of the then outstanding principal balance hereof. Net Revenues shall mean the amount of revenues payable to Delta under Leases after Delta has paid management fees, ad valorem taxes, and other payments that may be reasonably required of Delta under any management agreement having to do with the leasing of the Cars (as Cars are defined in that certain Security Agreement dated as of August 8, 1986 executed by Borrower in favor of Lender) to which Delta is now or may become a party.

This Promissory Note is a non-interest bearing note. Borrower is not required to make any interest payments on any principal amount owed the Lender under this Promissory Note unless the Borrower fails from time to time to make principal payments as required hereunder. If Borrower fails from time to time to make principal payments as required hereunder, Borrower promises to pay interest on the outstanding principal amount of this Promissory Note from the date of Borrower's failure to make principal payments until such past due principal amount is paid in full, at the lesser of (a) a rate of 11.5% per annum (computed on the basis of a year of 360 days) or (b) the maximum non-usurious interest rate permitted by applicable law ("Highest Lawful Rate"). In the event that any interest hereon is not paid when due, the Borrower promises (to the extent permitted by law) to pay interest on such unpaid interest, until paid, at a rate per annum equal at all times to the Highest Lawful

Rate. Accrued interest on this Promissory Note shall be due and payable quarterly on the last day of each July, October, January and April hereafter.

Principal and interest are due and payable, in same day funds, in lawful money of the United States of America to the Lender at its business quarters at 2727 Allen Parkway, Suite 860, Houston, Texas 77019 (or such other address as Lender shall elect by notice to the Borrower).

Reference is made to that certain letter agreement dated as of August 8, 1986 among First City National Bank of Houston, Borrower, and Lender for provisions governing the prepayment of any principal amount of this Promissory Note that is outstanding from time to time.

This Promissory Note is the Note referred to in that certain Security Agreement executed on August 8, 1986 by Borrower in favor of Lender ("Security Agreement"), which provides that this Promissory Note shall be secured as provided therein. This Promissory Note shall be additionally secured and guaranteed by all security instruments and guarantees from time to time executed as security for, or guaranteeing, this Promissory Note ("Security Instruments"). Reference is made to the Security Agreement and the Security Instruments for a statement of the terms on which the maturity of this Promissory Note may be accelerated.

The Borrower and all sureties, endorsers and guarantors waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate, notice of acceleration, all other notices, filing of suit and diligence in collecting this Promissory Note or enforcing any security or guaranty, and agree to any substitution, exchange or release of any security, with or without consideration, now or hereafter given for this Promissory Note or the release of any party primarily or secondarily liable hereon. The Borrower and all sureties, endorsers and guarantors further agree that it will not be necessary for the owner or holder hereof, in order to enforce payment of this Promissory Note, to first institute or exhaust its remedies against any maker or other party liable therefor or to enforce its rights against any security or guaranty for this Promissory Note, and hereby consent to the renewal and extension from time to time of this Promissory Note, and any other indulgence with respect

hereto without notice of any such renewal, extension or indulgence.

If Borrower defaults in the payment of this Promissory Note and it is placed in the hands of an attorney for collection, or if collected by suit or through any bankruptcy or other legal proceeding, the Borrower hereby agrees to pay all expenses incurred by the Lender in connection with such collection, including reasonable attorneys' fees, in addition to all other amounts owing hereunder.

It is the intention of the Lender and the Borrower to conform strictly to any applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under any applicable law, then, in that event, notwithstanding anything to the contrary in this Promissory Note, the Security Agreement, the Security Instruments, or any other agreement entered into in connection with or as security for or guaranteeing this Promissory Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received by the Lender under this Promissory Note, the Security Agreement or under any other agreement entered into in connection with or as security for or guaranteeing the Security Agreement or this Promissory Note shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be cancelled automatically and, if theretofore paid, shall, at the option of the Lender, be credited by the Lender on the principal amount of the indebtedness owed to the Lender by the Borrower hereunder or refunded by the Lender to the Borrower, and (ii) in the event that the maturity of this Promissory Note is accelerated or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to the Lender may never include more than the maximum amount allowed by such applicable law and excess interest, if any, to the Lender provided for in this Promissory Note, the Security Agreement or otherwise shall be cancelled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall, at the option of the Lender, be credited by the Lender on the principal amount of the indebtedness owed to the Lender by the Borrower or refunded by the Lender to the Borrower.

This Promissory Note shall be governed by, and construed in accordance with, the law of the State of Texas, subject however, to the effect of applicable federal law.

This Promissory Note shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, except that Borrower may not assign its obligations hereunder or any interest herein without the prior written consent of the Lender.

DELTA INVESTMENTS,
a Texas general partnership

By: The 1971 Goettsche Family
Trust for the benefit of
Karen C. Goettsche
Title: General Partner

By: Sterling Standard Trust
Company
Title: Trustee of the 1971
Goettsche Family Trust for the
benefit of Karen C. Goettsche

By: _____
Name: Jeffrey Alan Toole
Title: President of Sterling
Standard Trust Company

COPY

17JCASEE

EXHIBIT F

SECURITY AGREEMENT

Section I. Collateral and Obligations.

To secure the performance and payment of all obligations and indebtedness of the undersigned Delta Investments, a Texas general partnership ("Borrower") to Primus Corporation, a Texas corporation ("Lender"), 2727 Allen Parkway, Suite 860, Houston, Texas 77019, evidenced by the promissory note executed by Borrower in the original principal amount of \$230,000.00 payable to the Lender and dated August 8, 1986 ("Note"), Borrower hereby grants to Lender a security interest in the property hereinafter described and all proceeds, products, distributions, payments, profits, increases, substitutions, replacements, renewals, additions, amendments and accessions thereof, thereto, therefrom or therefor, including any stock rights to subscribe, liquidating dividends or other dividends, property or rights, which Borrower may hereafter become entitled to receive on account of securities pledged hereunder (all such property, proceeds, products, distributions, payments, profits, increases, substitutions, replacements, renewals, additions, amendments and accessions are hereinafter collectively called "Collateral"):

- (1) Five (5) Class DOT-111A 100W-3 23,500 gallon, general purpose non-pressure tank cars, exterior coiled and insulated having serial numbers GLNX 23151, GLNX 23166, GLNX 23153, GLNX 23154 and GLNX 23155 ("Cars");
- (2) All right, title and interest now owned or hereafter acquired by Borrower in and to that certain Railroad Tank Car Lease dated as of August 1, 1982 between Borrower and Harold D. Caldwell, in and to any other leases of the Cars between Borrower and Harold D. Caldwell, and in and to any other leases of the Cars between Borrower and any other person ("Leases");
- (3) All right, title and interest now owned or hereafter acquired by Borrower in and to any management agreement concerning the leasing of the Cars to which Borrower is now, or may become, a party.

Section II. Payment Obligations of Borrower.

Borrower shall pay to Lender when due any amount which may be due from Borrower to Lender. Borrower shall account fully and faithfully to Lender for all distributions, payments, profits and proceeds of or from the Collateral and shall upon demand pay or turn over promptly in money, instruments, drafts, assigned accounts or chattel paper all such distributions, payments, profits and proceeds to be applied to Borrower's indebtedness to Lender, subject, if other than cash, to final payment or collection.

Section III. Borrower's Representations, Warranties and Agreements.

Borrower represents, warrants and agrees that:

1. All information supplied and statements made by Borrower or any other person to Lender in connection with any obligation or indebtedness hereby secured, or any information supplied by Borrower or any other person in any financial, credit, accounting or other statement or certificate or application for credit are and shall be true, correct, complete, valid and genuine. Borrower shall keep accurate and complete records of the Collateral, shall give Lender or its representatives access to such records at all times and shall provide such other information concerning the Borrower and the Collateral as the Lender may require. The address of Borrower's place of business, residence, chief executive office and office where Borrower keeps his records concerning his accounts, contract rights and general intangibles is set forth beside Borrower's signature hereon. Borrower shall immediately notify Lender of any discontinuance of or change in such address, any change in the location of his place of business, residence, chief executive office or office where he keeps such records, and any change in his name.

2. No certificate of title, financing statement, filing with the Interstate Commerce Commission ("ICC"), the Association of American Railroads, the Department of Transportation or other government or industry authority or other filing or document showing any lien on or security interest in the Collateral except that of Lender is or will be outstanding or on file at any time. Borrower has good and marketable title to the Collateral, subject only to the security interest of Lender and subject to no other security

interest, encumbrance or restriction whatsoever. Attached hereto as Exhibit "A" is a true and correct copy of each of the Leases, which are currently in full force and effect in the form set forth in such Exhibit. The Borrower will not permit to occur any amendment, other modification or termination of the Leases and will otherwise keep the Leases in full force and effect. Borrower has full power and lawful authority to sell and assign the Collateral and to grant to Lender a first and prior security interest therein as herein provided, and Borrower will defend the Collateral against the claims and demands of all third persons. Borrower will not grant any security interest in or lien on or otherwise transfer, dispose of, encumber or restrict the transferability of any right, title or interest now owned or hereafter acquired by Borrower in or to the Collateral, except for the security interest granted hereby to Lender. The Collateral (i) is genuine, free from default, prepayment or defenses and all persons appearing to be obligated thereon are bound thereon as they appear to be from the face thereof; and (ii) complies with applicable laws. The description of the Cars contained in Section I hereof is an accurate description of the type of railway equipment that the Cars constitute, the A.A.R. mechanical designation, if any, of the Cars, all identifying marks on the Cars and the serial numbers of the Cars, sufficient in all respects to comply with the requirements of any applicable regulations. Borrower will take all necessary steps to preserve the liability of account debtors, obligors and secondary parties whose obligations are a part of the Collateral. Within ten (10) days of its receipt thereof, Borrower will deliver to Lender copies of all notices that relate to the Collateral that are delivered to Borrower. Within thirty (30) days of written request by Lender to Borrower, Borrower will, at its cost and expense, cause to be plainly, distinctly, permanently and conspicuously placed, fastened or painted upon each side of each Car a legend bearing the following words (and/or such other words as may be requested by Lender) in letters not less than one inch in height:

"PRIMUS CORPORATION, HOUSTON, TEXAS,
IS THE HOLDER OF A VALID SECURITY INTEREST
OF FIRST PRIORITY ON THIS CAR."

3. Lender's duty with reference to the Collateral in Lender's possession shall be solely to use reasonable care in the physical preservation of such Collateral. Lender shall not be responsible in any way for any depreciation in

the value of the Collateral, nor shall any duty or responsibility whatsoever rest upon Lender to take necessary steps to preserve rights against prior parties. Protest and all demands and notice of any action taken by Lender under this Security Agreement, or in connection with any Collateral, except as otherwise provided in this Security Agreement, are hereby waived, and any indulgence of Lender, substitution for, exchange or release of any person liable on the Collateral is hereby assented and consented to. Lender may inspect at any time the Collateral and Borrower's books and records pertaining to the Collateral. Borrower shall assist Lender in making any such inspection. The Collateral will not be misused, wasted or allowed to deteriorate, except for the ordinary wear and tear in connection with its intended primary use, and will not be used in violation of any statute, regulation or ordinance. The Collateral will not be affixed to any real estate or other goods so as to become fixtures or accessions.

4. Borrower will maintain at all times (i) insurance with respect to all Cars covering physical loss or damage from any cause whatsoever in an amount of \$63,000 for each Car, with a deductible of not more than \$5,000 per occurrence; (ii) liability insurance of at least \$500,000, with a deductible of not more than \$5,000 per occurrence; (iii) umbrella-type insurance coverage in an amount not less than \$10,000,000; and (iv) such other insurance as Lender may reasonably request from time to time. Borrower shall furnish Lender with certificates or other evidence of insurance required hereby. Unless otherwise agreed to by the Lender in writing, no such insurance shall be payable to any person other than Lender or Borrower. Lender may act as attorney for Borrower in settling any claim in connection with such insurance and endorsing any draft drawn by any insurer of the Collateral. If any insurance required hereby expires or otherwise is not in full force and effect at any time and Borrower fails to obtain replacement insurance, Lender may, but need not, obtain replacement insurance (which may, at Lender's option, cover only the interest of Lender), pay the premiums therefor, add the amount of such premiums to the indebtedness secured hereby and, to the extent permitted by law, charge interest thereon at a rate of 10% per annum. Borrower agrees to reimburse Lender on demand for the amount of such premiums and such interest. Policies evidencing any required property insurance shall contain a standard mortgagee's endorsement providing for payment of any loss to Lender and shall provide for a

minimum of ten (10) days prior written notice to Lender of any cancellation. Lender may at its option (i) apply any proceeds of insurance which may be received by Lender in payment on account of the indebtedness and obligations secured hereby, whether due and payable or not, and take control of proceeds and use cash proceeds to reduce any part of the indebtedness and obligations secured hereby, in such order as it elects, whether or not due and payable or (ii) remit such proceeds to the Borrower.

5. Except for (i) the Leases and any leases in which the Lender has a valid and perfected security interest of first priority, (ii) the Railroad Tank Car Lease dated as of August 1, 1982 between Harold D. Caldwell and WKG Holdings, Inc. and (iii) liens for taxes not yet due or payable and mechanic's, carrier's, workman's or repairman's liens arising in the ordinary course of the Borrower's business securing obligations which are not yet due and payable (provided, however, that the aggregate of all amounts secured by any liens permitted by this clause (iii) shall not exceed \$6,000), unless otherwise agreed to by the Lender in writing, none of the Collateral will be sold, leased, rented or otherwise transferred, encumbered or disposed of or be subjected to any unpaid charge, including rent and taxes, or to any other interest of any person (other than Lender), whether existing with or without the consent of the Borrower, and the transferability of the Collateral will not be restricted except as provided in this Security Agreement. Borrower will do, make, procure, execute and deliver all acts, things, writings and assurances as Lender may at any time request to protect, assure or enforce its interest, rights and remedies created by or arising in connection with this Security Agreement, including, without limitation, the execution of Financing Statements, applications for certificates of title, filings with the ICC or any other authority and like documents. Without notice or demand from Lender, Borrower agrees to deliver to Lender all certificates of title pertaining to Collateral as to which a certificate of title has been or may be issued.

6. Borrower will not create, incur, assume or suffer to exist, any obligations, indebtedness, or liabilities of whatever kind or however or whenever created, except (i) the obligations and indebtedness of the Borrower described in Section I hereof and (ii) current liabilities for accounts payable and expense accruals incurred or assumed in the ordinary course of business which shall not remain unpaid for a period of ninety (90) days after such liabilities

become due and payable or which shall be contested by the Borrower in good faith on advice of counsel if adequate reserves with respect thereto shall have been established.

7. Borrower will not make any loan or advance to any person or entity or purchase, or otherwise acquire any common or preferred stock or other security of any entity. In addition, Borrower shall not make any distribution of cash or property, including, without limitation, any distributions of cash or property to any of Borrower's now or hereafter existing partners in respect of any partnership interest of any of Borrower's now or hereafter existing partners.

8. The execution, delivery and performance of this Security Agreement, the Note and all other instruments and agreements executed by Borrower are within Borrower's power and authority and are not in contravention of law or any indenture, agreement or undertaking to which Borrower is a party or by which Borrower is bound.

9. Borrower agrees that in performing any act under this Security Agreement and any note, guaranty agreement or other obligations secured hereby, time shall be of the essence and Lender's acceptance of partial or delinquent payments, or failure of Lender to exercise any rights or remedy, shall not be a waiver of any obligation of Borrower or right of Lender or constitute a waiver of any other similar default subsequently occurring.

Section IV. Rights of Lender.

1. Lender may, in its discretion, after default hereunder: (i) terminate, on notice to Borrower, Borrower's authority to sell, lease, otherwise transfer, manufacture, process or assemble or furnish under contracts of service, inventory Collateral or any other Collateral as to which such authority has been given; (ii) notify any account debtor or obligors on instruments to make payments directly to Lender; (iii) contact account debtors or obligors on instruments directly to verify information furnished by Borrower; (iv) transfer or register any of the Collateral in the name of Lender or its nominee and, whether or not so transferred or registered, exercise any or all voting rights appertaining to any of the Collateral, and receive any income, property, rights or dividends on account thereof, including cash and stock dividends, liquidating dividends

and rights to subscribe; (v) bring any action at law or in equity to protect its interest in the Collateral or to obtain damages for or to prevent deterioration or destruction of the Collateral other than ordinary wear and tear in connection with its intended primary use; and (vi) make demand for payment of, file suit on, make any compromise or settlement with respect to, collect, compromise, endorse or otherwise deal with the Collateral in its own name or the name of the Borrower. Lender may, before or after default hereunder, apply any proceeds of insurance which may be received by Lender in payment on account of the indebtedness and obligations secured hereby, whether due or not, and take control of proceeds and use cash proceeds to reduce any part of the indebtedness and obligations secured hereby, in such order as it elects, whether or not due and payable.

2. At its option, Lender may make payments to discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral and take any other action necessary to obtain, preserve, and enforce the security interest and the rights and remedies granted in this Security Agreement and maintain and preserve the Collateral. Such payments and any other expenses incurred by Lender in taking such action shall become, to the extent permitted by law, part of the indebtedness and obligations secured by this Security Agreement. Borrower agrees, to the extent permitted by law, to reimburse Lender on demand for the amount of such payments and any other expenses or costs incurred by Lender including, without limitation, any interest the Lender may lawfully charge on such payments and other expenses.

3. Upon the occurrence of an Event of Default, and at any time thereafter, Lender may declare all obligations secured hereby immediately due and payable, without notice of any kind, including without limitation, notice of intent to accelerate and notice of acceleration, Borrower hereby waiving notice of any kind, including, without limitation, notice of intent to accelerate and notice of acceleration, and shall have the rights and remedies of a secured party under the Uniform Commercial Code of Texas including the right to sell, lease or otherwise dispose of any or all of the Collateral in any manner allowed by such Uniform Commercial Code. Lender may require Borrower to assemble the Collateral and make it available to Lender at a place to be designated which is reasonably convenient for both parties; and Lender shall have the right to take possession with or

without prior notice to Borrower, of all or any part of the Collateral or any security therefor and of all books, records, papers and documents of Borrower or in Borrower's possession or control relating to the Collateral and may enter upon any premises upon which any of the Collateral or any security therefor or any of such books, records, papers or documents are situated and remove the same therefrom without any liability for trespass or damages thereby occasioned. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will send Borrower reasonable notice of the time and place of any public sale or other disposition 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 deposited in the U.S. Mail, postage prepaid, addressed to Borrower at the address shown beside the Borrower's signature hereon at least five (5) days before the time of the sale or disposition. Borrower shall be liable for all expenses, including without limitation, reasonable attorneys' fees and court costs, actually incurred by Lender in repossessing, storing, preparing for sale, lease or other disposition, or selling, leasing or otherwise disposing of the Collateral. The Collateral may be sold, leased or otherwise disposed of as an entirety or in such parcels as Lender may elect, and it shall not be necessary for Lender to have actual possession of the Collateral or to have it present when the sale, lease or other disposition is made. Lender may deliver to the purchasers or transferees of the Collateral a Bill of Sale or Transfer, binding Borrower forever to warrant and defend title to such Collateral. Borrower shall remain liable for any deficiency.

4. Lender may remedy any default and may waive any default without waiving the requirement that the default be remedied and without waiving any other default. The remedies of the Lender are cumulative, and the exercise or partial 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 Lender. No delay of Lender in exercising any power or right shall operate as a waiver thereof.

5. This Security Agreement, Lender'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 Security Agreement to Lender.

6. Lender may execute, sign, endorse, transfer or deliver in its own name or in the name of Borrower, notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of title or any other documents necessary to evidence, perfect or realize upon the security interest and obligations created by this Security Agreement.

Section V. Events of Default.

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

1. Failure of Borrower, any of Borrower's now or hereafter existing partners, or any endorser, guarantor, surety, accommodation party or other person liable upon or for payment of any indebtedness or obligation secured by this Security Agreement (each hereinafter called an "Other Liable Party") to pay within 5 days from the date when due any indebtedness due to Lender or to perform punctually any other obligation, covenant, term or provision contained in or referred to in this Security Agreement, any note or other agreement secured hereby or any other agreement executed in connection with this Security Agreement or any note secured hereby;

2. Any warranty, representation or statement contained in this Security Agreement or made or furnished to Lender by or on behalf of Borrower or any Other Liable Party proves to have been false in any respect when made or furnished;

3. Any loss, theft, substantial damage, destruction or unauthorized sale or other unauthorized transfer of any of the Collateral occurs or the Collateral is subjected to any lien or encumbrance including, without limitation, any storage, artisan's, mechanic's or landlord's lien or any levy, seizure or attachment;

4. Death, dissolution, termination of existence, insolvency or business failure of Borrower or any Other Liable Party occurs, or a receiver of all or any part of the property of Borrower or any Other Liable Party is appointed or an assignment is made for the benefit of the creditors of Borrower or any Other Liable Party or a meeting of creditors for Borrower or any Other Liable Party is called or any proceeding under any bankruptcy or insolvency laws by or against Borrower or any Other Liable Party is commenced;

5. Any event occurs which results in the acceleration of the maturity of the indebtedness of Borrower or any Other Liable Party to others under any indenture, agreement or undertaking;

6. The Borrower or any Other Liable Party fails to comply with any provision of any agreement with or obligation to the Lender or there occurs any default or "Event of Default" thereunder; or

7. An Event of Default (as defined in that certain First Amended and Restated Security Agreement dated as of August 8, 1986 executed by Lender and First City National Bank of Houston ("Bank") ("Primus Security Agreement")) occurs under the Primus Security Agreement and an Event of Default has not occurred under Section V, paragraph 1, 2, 3, 4, 5 or 6 of this Security Agreement. Notwithstanding any provision of this Security Agreement to the contrary, upon the Bank's declaration of an event of default under this paragraph 7, the Bank's rights under this Security Agreement and the Note shall be limited only to the rights and remedies that the Bank has under this Security Agreement and under the Uniform Commercial Code of Texas in the Collateral; the Borrower shall not remain liable for any deficiency existing after such rights and remedies have been asserted by the Bank. This limitation on the Bank's rights and remedies applies only to the situation in which the Bank declares an Event of Default under this paragraph 7 and in no way limits the Bank's rights under this Security Agreement, the Note, any other agreement, or otherwise, including, without limitation, the right to sue the Borrower for any deficiency that may exist after the Bank has sold or otherwise disposed of the Collateral, upon the occurrence of (i) an Event of Default under the Primus Security Agreement and (ii) an Event of Default under this Security Agreement other than an Event of Default under this paragraph 7.

Section VI. Additional Agreements.

1. "Lender", "Borrower" and "Other Liable Party" as used in this Security Agreement include the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Security Agreement which are defined in the Uniform Commercial Code of Texas are used with the meanings as therein defined. The division of this Security Agreement into sections and subsections has

been made for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Security Agreement. The law governing this secured transaction shall be that of the State of Texas.

2. If any provision of this Security Agreement is rendered or declared invalid, illegal or ineffective by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such legislation or decree shall not impair, invalidate or nullify the remainder of this Security Agreement which shall remain in full force and effect.

3. Any notice or demand to Borrower hereunder or in connection herewith may be given and shall conclusively be deemed and considered to have been given and received upon the deposit thereof, in writing, duly stamped and addressed to Borrower at the address set forth below, in the U.S. Mail; but actual notice, however given or received, shall always be effective.

Executed as of this 8th day of August, 1986.

Address:
2727 Allen Parkway
Suite 860
Houston, Texas 77019

DELTA INVESTMENTS,
a Texas general partnership

By: The 1971 Goettsche Family
Trust for the benefit of
Karen C. Goettsche
Title: General Partner

By: Sterling Standard Trust
Company
Title: Trustee of the 1971
Goettsche Family Trust for the
benefit of Karen C. Goettsche

By: _____
Name: Jeffrey Alan Toole
Title: President of Sterling
Standard Trust Company

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey Alan Toole, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Sterling Standard Trust Company, Trustee of the 1971 Goettsche Family Trust for the benefit of Karen C. Goettsche, a partner of Delta Investments, a Texas general partnership, and being first duly sworn acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August, 1986.

(S E A L)

Notary Public, the State of
T E X A S

Name: _____
(print name)

My Commission Expires: _____

17JCASH

RAILROAD TANK CAR LEASE

THIS AGREEMENT, dated as of the 1st day of August, 1982, by and between DELTA INVESTMENTS, a Texas general partnership having its principal place of business at 2727 Allen Parkway, Houston, Texas 77019 (the "Lessor") and FAROLD D. CALDWELL, a resident of Harris County, Texas, having an address at 4615 Post Oak Place, Houston, Texas 77027 (the "Lessee").

W I T N E S S E T H:

1. Lease of Cars. The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to lease and hire from the Lessor, for the term and for the rental amounts specified in Section 2 of this Lease, five Class DOT-111A 100V-3 23,500 gallon, general purpose non-pressure railroad tank cars, exterior coiled and insulated, having serial numbers GLNX 23151, GLNX 23153, GLNX 23154, GLNX 23155, and GLNX 23166 (the "Cars").

2. Term of Lease; Rental. The term of this Lease shall be the period beginning on August 1, 1982 and ending on June 30, 1987 (the "Term"). During the Term, Lessee agrees to pay to the Lessor at the principal office of the Lessor in Houston, Texas, rental in an aggregate amount equal to \$11,000 per calendar quarter, such rental to be payable on the last day of the month following the calendar quarter.

3. Inspection of Car. Each of the Cars shall be subject to Lessee's inspection before loading; and the successful loading of such Car shall constitute acceptance thereof by Lessee, and shall be conclusive evidence (i) of the fit and suitable condition of such Car for the purpose of transporting the commodities then and thereafter loaded therein, and (ii) that it is one of the Cars described in Section 1 of this Lease.

4. Responsibility of Lading. Lessor shall not be liable for any loss of, or damage to commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against, and to save it harmless from, any such loss or damage, or claim therefor.

5. Damage to Car Resulting From Lading. In the event any of the Cars, or the appurtenances thereto, including the interior lining for Cars so equipped, shall become damaged by the commodity loaded therein, Lessee agrees to assume the responsibility for such damage.

6. Alteration and Lettering. Lessee will preserve the Cars in good condition and will not in any way alter the physical structure of the Cars without the advance approval in writing of Lessor. Lessee shall place no lettering or marking of any kind upon the Cars without Lessor's prior written consent, except that, for the purpose of evidencing the operation of the Cars in Lessee's service hereunder, or for meeting Department of Transportation shipping regulations for commodities being transported in the Cars, Lessee will be permitted to board and placard or stencil the Cars with letters not to exceed two inches (2") in height.

7. Maintenance. Lessee agrees to maintain each of the Cars in good, safe and efficient working order, reasonable wear and tear excepted, and acceptable for use in unrestricted interchange service and in compliance with all applicable rules of the Interchange Rules of the Association of American Railroads ("AAR"), concerning the maintenance, repair, safety and operation of railcars. Except as may otherwise be provided in Section 8 hereof, the Lessee shall be responsible for and shall promptly repair at its expense any car which shall become damaged as a result of wreck, derailment, collision, fire or other casualty.

8. Damaged, Destroyed, Lost or Stolen Cars. If any of the Cars shall be completely destroyed, or if the physical condition of any Car shall become such that it cannot be operated in railroad service as determined by the parties, or if any of the Cars shall become lost or stolen, the Lessee will pay Lessor in cash the replacement value of such car within ten (10) days following a request by Lessor for such payment. Lessee agrees that at all times during the term of this Lease, it will maintain policies of casualty insurance in amounts equal to the replacement value of the Cars, and such policies shall name Lessor as an additional insured as its interest may appear.

9. Indemnity. Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising, directly or indirectly, out of Lessee's or any sublessee's use, lease, possession, or operation of the Cars occurring during the term of this Lease, or by the contents of such Cars, howsoever occurring, except any loss, liability, claim, damage, or expense which is directly attributable to the fault or neglect of the Lessor, or for which a railroad or railroads have assumed full responsibility and shall have satisfied such responsibility. All indemnities contained in this Lease shall survive the termination hereof, however same shall occur.

10. Governmental and Industrial Regulations. Lessee agrees to comply with all governmental laws, rules, regulations, and requirements, and with the Interchange Rules of the AAR with respect to the use and operation of each of the Cars during the term of this Lease.

11. Return of Cars. Upon the expiration or termination of this Lease as to any of the Cars, Lessee agrees to return each of the Cars in good working order, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, to Lessor at the point of delivery or at a point mutually agreed upon, free from residue and complete with all parts, equipment, and accessories with which the Car was originally equipped or which had been added during the term of the Lease, and to give Lessor advance written notice of such return. Lessee shall, on demand, reimburse Lessor for the cost of cleaning any Cars not properly cleaned or containing residue.

12. Reports. Lessee shall, within ten (10) days after notification to Lessee, give Lessor written notice of any injury to either persons or commodities which involve the Cars.

13. Additional Charges by Railroads. Lessee agrees to use the Cars, upon each railroad over which the Cars shall move, in accordance with the then prevailing tariffs to which each such railroad shall be a party; and, if the operation or movements of any of the Cars during the term hereof shall result in any charges being made against Lessor by any such railroad, Lessee shall pay Lessor for such charges within the period prescribed by and at rates and under the conditions established by said then prevailing tariffs. Lessee agrees to indemnify Lessor against same and shall be liable for any switching, demurrage, track storage, or detention charge imposed on any of the Cars during the term hereof.

14. Taxes and Liens. Lessee agrees to pay all property taxes levied upon the Cars and to file all property tax reports relating thereto. Lessee agrees to report and pay, in addition to rent, all sales, use leasing, operation, excise and other taxes with respect to the Cars, together with any penalties, fines, or interest thereon, all duties, taxes, investment tax credit reductions, and similar charges arising out of use of the Cars outside the United States. Lessee agrees not to encumber or dispose of this Lease or of any of the Cars or any part of a Car or permit any encumbrance or lien to be entered or levied upon any of the Cars, with the exception of a security interest in the Cars held by First City National Bank of Houston, pursuant to a Security Agreement dated as of August 1, 1982.

15. Assignment; Sublease. Lessee agrees to use the Cars exclusively within the boundaries of the continental United States (exclusive of Alaska and Hawaii), Canada and Mexico. In the event the Cars are used outside of the area specified, Lessee agrees to bear full responsibility for, to defend, and to reimburse Lessor for any loss, damage, and/or cost and expenses suffered by Lessor, or claim against Lessor and for all costs and expenses, including legal costs and attorney's fees arising in any way from such Car movement.

The Lessor acknowledges and understands that the Lessee may sublet any or all of the Cars to any other person, organization or agency. Notwithstanding any such subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Lessee's other obligations under this Lease.

Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the Lessor, its successors and assigns, and the Lessee, its successors and assigns.

16. Default. If the Lessee shall make default in the payment of rental on any of the Cars at the time when same become due and payable or shall make default in the performance or observance of any of the other agreements herein contained, and such default shall continue for ten (10) days after Lessee has received notice of default from Lessor or there shall be filed by or against Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Law or there shall be a receiver appointed of any part of Lessee's property or Lessee shall make general assignment for the benefit of creditors, then and in any of said events, Lessor, at its election, may, upon notice of termination to Lessee, terminate the Lease set forth herein and repossess itself of any or all of said Cars, and this Lease shall thereupon become and be terminated. In the alternative, Lessor may, without notice, repossess itself of said Cars and re-let the same or any part thereof to others for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized after repaying all expenses of re-taking and re-letting said Cars (including attorney's fees and expenses of litigation) and collecting the rentals thereof to satisfy the rental and service charges herein reserved, the Lessee agrees to satisfy and pay the deficiency accrued from time to time upon demand. The obligation to pay such deficiency as well as the obligation for any and all other payments by Lessee to Lessor called for by this Lease shall survive any termination of this Lease for whatever reason and/or such retaking of the Cars. Lessee shall, without expense to Lessor, assist it in repossessing itself of said Cars and shall, for a reasonable time if required, furnish suitable trackage space for the storage of said Cars. The rights and remedies herein

given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

17. Notice. All notices provided for herein, as well as all correspondence pertaining to this Lease, shall be considered as properly sent if given: (a) in writing and delivered personally or sent by registered or certified mail, or (b) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be the addresses of the parties given at the outset hereof. Such addresses may be changed by either party giving written notice thereof to the other.

18. Miscellaneous. LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE.

This instrument constitutes the entire agreement between Lessor and Lessee and it shall not be amended, altered or changed except by written agreement signed by the parties hereto.

All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer, or otherwise dispose of title to the Cars without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer, or other disposition, this Lease and all of Lessee's rights under this Lease and all rights of any person, firm, or corporation who claims or who may hereafter claim any rights under this Lease under or through Lessee are hereby made subject and subordinate to the terms, covenants, and conditions of any chattel mortgages, security agreements, conditional sale agreements, equipment trust agreement, and/or assignments covering the Cars or any of them heretofore or hereafter created and entered into by Lessor, its successor or assigns, and to all of the rights of any such chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars. At the request of Lessor or any chattel mortgagee, assignee, trustee, secured party, or other holder of the legal title to the Cars, the Cars may be lettered or marked to identify the legal owner of the Cars at no expense to Lessee. If, during the continuance of this Lease, any such marking shall at any time be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

This instrument is subject and subordinate to any chattel mortgage, conditional sales agreement, whether heretofore or hereafter created, and specifically the security interest in the Cars of First City National Bank of Houston.

This Agreement shall be governed and construed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

LESSOR:

DELTA INVESTMENTS, a Texas general partnership

By Wayne K. Goettsche
WAYNE K. GOETTSCHÉ, General Partner

LESSEE:

Harold D. Caldwell
HAROLD D. CALDWELL

August 8, 1986

First City National Bank
of Houston
1001 Main Street
Houston, Texas 77002

Gentlemen:

Reference is hereby made to that certain Promissory Note dated August 8, 1986, payable to the order of First City National Bank of Houston ("Bank") in the maximum principal amount of \$400,000 and executed by Primus Corporation, a Texas corporation ("Borrower"), which note evidences the extension and rearrangement of the indebtedness owing by Borrower to the Bank resulting from or arising in connection with the letter of credit in the maximum amount of \$601,751.00 dated December 30, 1980 issued by Bank for the account of Borrower naming the Trustees of General Electric Pension Trust as beneficiary and the related commercial letter of credit agreement dated December 30, 1980, to that certain Security Agreement dated as of December 30, 1980 executed by Borrower and Bank, and to that certain First Amended and Restated Security Agreement (the "Security Agreement") dated as of August 8, 1986 executed by Borrower and Bank. Additionally, reference is hereby made to that certain Management Agreement dated as of May 15, 1980, by and between Borrower and Glenco Transportation Services, Inc. (now GLNX Corporation), a Texas corporation, ("GLNX") ("Management Agreement"), that certain Tax Sharing Agreement dated as of June 30, 1980, between GLNX and EquiSource International Incorporated, a Delaware corporation ("EquiSource") ("GLNX Tax Sharing Agreement"), and that certain Tax Sharing Agreement dated as of June 26, 1980 between Borrower and Summit Resources Corporation, a Delaware corporation ("Summit"), Summit's right, title, interest, and obligations therein and thereunder having been assigned to and assumed by EquiSource pursuant to that certain Assignment and Assumption dated as of June 30, 1982 between Summit and EquiSource ("EquiSource Tax Sharing Agreement"). Additionally, reference is hereby made to that certain

First City National Bank
of Houston
August 8, 1986
Page 2

letter agreement dated as of June 26, 1980 among Bank, Borrower and GLNX, and to that certain letter agreement dated as of December 30, 1980 among Bank, Borrower and GLNX ("GLNX Letter Agreements").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Bank to extend and rearrange the indebtedness owed Bank by Borrower, it is hereby agreed as follows:

1. GLNX consents to Borrower's granting a security interest to the Bank in the Management Agreement and the other collateral referred to in the Security Agreement, a true and correct copy of which has been delivered to GLNX and consents to any foreclosure sale, lease or other disposition in connection with such Security Agreement;
2. GLNX shall furnish Bank with a copy of any notice given Borrower with respect to any default by Borrower under the terms of the Management Agreement and Bank shall have the opportunity, but not the obligation, to cure any such default within the time period provided in the Management Agreement, provided however, that in any event the Bank shall have at least thirty (30) days after such notice is delivered to the Bank in which to cure such default prior to any termination of the Management Agreement;
3. After any default by Borrower under the Security Agreement or any other agreement with the Bank and upon written notice from Bank, GLNX shall remit directly to Bank all rentals and other payments and amounts to which Borrower may be entitled under the Management Agreement;
4. No changes shall be made in the terms and provisions of the Management Agreement without the prior written approval of the Bank;
5. GLNX will not sell or otherwise dispose of all or substantially all of its assets or its business;

provided, however, that all or substantially all of the assets or business of GLNX may be sold or otherwise disposed of if GLNX presents to the Bank a schedule (the "Schedule") that certifies to the Bank that upon the sale or other disposition of all or substantially all of GLNX's assets or business, GLNX will receive a sum in payment for such assets or business in such an amount that the receipt of such sum will obligate GLNX to pay a minimum of \$300,000.00 to EquiSource under the GLNX Tax Sharing Agreement;

6. GLNX is currently making sufficient payments to EquiSource under the GLNX Tax Sharing Agreement, any other agreement between GLNX and EquiSource, or otherwise, to cover any payments required to be made by EquiSource under the EquiSource Tax Sharing Agreement. GLNX will continue to make sufficient payments to EquiSource under the GLNX Tax Sharing Agreement, any other agreement between GLNX and EquiSource, or otherwise, to cover any payments required to be made by EquiSource to Borrower under the EquiSource Tax Sharing Agreement. In this regard GLNX's taxable income, as determined under the Internal Revenue Code of 1954 as amended, for any fiscal year beginning with fiscal year 1986, shall be at least \$100,000.00, it being understood that although GLNX's failure to have taxable income of at least \$100,000.00 for any fiscal year beginning with fiscal year 1986 will be a breach of and a default under this letter agreement that GLNX will not be liable to the Bank for amounts representing damages incurred by the Bank because of GLNX's failure to have taxable income of at least \$100,000.00 for any fiscal year beginning with fiscal year 1986. The fact that GLNX will not be liable to the Bank hereunder for amounts representing damages incurred by the Bank because of GLNX's failure to have taxable income of at least \$100,000.00 for any fiscal year beginning with fiscal year 1986 shall in no way affect any other rights Bank may have against GLNX hereunder or otherwise;

7. GLNX agrees that Bank has not and is not accepting responsibility for any of the obligations of Borrower under the Management Agreement or otherwise and agrees that Bank shall have no liability therefor;
8. GLNX represents and warrants that its balance sheet dated as of September 30, 1985 which has been delivered to Bank by Borrower is true and correct in all material respects, has been prepared in accordance with generally accepted accounting principles consistently applied and fairly presents the financial condition of GLNX as of the date thereof. GLNX further represents and warrants that no material adverse change in the condition, financial or otherwise, of GLNX has occurred since such date, and there are no material, unrealized or unanticipated losses with respect to GLNX not reflected by such balance sheet.
9. GLNX will deliver to the Bank within 120 days following the close of each fiscal year of GLNX, an unqualified audit report with respect to GLNX prepared by independent certified public accountants acceptable to the Bank, including the balance sheet of GLNX as of the close of such fiscal year, the statement of income and retained earnings of GLNX for such fiscal year and the statement of changes of financial position and stockholders' equity of GLNX for such fiscal year, all prepared in accordance with generally accepted accounting principles consistently applied.
10. GLNX will deliver to the Bank quarterly unaudited statements within 90 days following the close of each quarter of GLNX (except the quarter ending concurrently with the fiscal year end) including, without limitation, the balance sheet of GLNX for such period, statements of income and retained earnings of GLNX for such period, and statements of changes in financial position and stockholders'

equity for such period, all prepared in accordance with generally accepted accounting principles consistently applied.

11. This letter agreement is a continuation of GLNX's obligations under the GLNX Letter Agreements. However, to the extent that any of the terms in this letter agreement are inconsistent with any of the terms in the GLNX Letter Agreements or any other agreements, the terms of this letter agreement shall control. In addition, the obligations of GLNX and the rights of the Bank hereunder are in addition to and cumulative of the obligations of GLNX and the rights of the Bank under the GLNX Letter Agreements and any other agreements, or otherwise.
12. GLNX hereby reaffirms its obligations to Borrower under the Management Agreement, a true and correct copy of which is attached to the Security Agreement as Exhibit "B" and hereby warrants, represents, and agrees that the Management Agreement is in full force and effect and binding upon GLNX in accordance with its terms. GLNX hereby reaffirms its obligations to EquiSource under the GLNX Tax Sharing Agreement, a true and correct copy of which is attached hereto as Exhibit "A" and hereby warrants, represents, and agrees that the GLNX Tax Sharing Agreement is in full force and effect and binding upon GLNX in accordance with its terms.
13. The Management Agreement, the GLNX Tax Sharing Agreement and this letter agreement have been duly authorized, executed and delivered by GLNX and constitute legal, valid and binding obligations of GLNX enforceable against GLNX in accordance with their respective terms.
14. This letter agreement (i) is binding upon GLNX, Borrower and their respective successors and assigns, shall inure to the benefit of Bank and its successors and assigns, (ii) may not be

First City National Bank
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Page 6

amended, terminated or otherwise modified except in writing executed by the Bank, Borrower and GLNX, (iii) shall be governed by and construed in accordance with the laws of the State of Texas and (iv) may be executed in multiple counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED AS OF THIS 8th day of August, 1986.

GLNX CORPORATION

By: _____
Name: _____
Title: _____

PRIMUS CORPORATION

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED as of
this 8th day of August, 1986:

FIRST CITY NATIONAL BANK OF HOUSTON

By: _____
Name: _____
Title: _____

19JCASF

TAX SHARING AGREEMENT

THIS AGREEMENT effective as of June 30, 1982, between EQUISOURCE INTERNATIONAL INCORPORATED, a Delaware corporation ("EquiSource"), and GLNX CORPORATION, a Texas corporation ("GLNX");

W I T N E S S E T H:

WHEREAS, EquiSource is the common parent corporation of an affiliated group of corporations (as defined in Section 1504(a) of the U.S. Internal Revenue Code of 1954, as amended (the "Code")), which includes, without limitation, (i) EquiSource as the common parent corporation and (ii) GLNX, of which EquiSource owns directly stock possessing at least 80% of the voting power of all classes of stock of GLNX having general voting power (there being no nonvoting stock of GLNX outstanding); and

WHEREAS, the Consolidated Group (as hereinafter defined) proposes to elect to file consolidated federal income tax returns under Section 1501 of the Code, so that the tax liability of the Consolidated Group will be determined under Section 1502 of the Code and the Regulations thereunder by consolidating the income, expenses, gains, losses and credits of all of the members of the Consolidated Group; and

WHEREAS, EquiSource desires to include GLNX as a member of the Consolidated Group; and

WHEREAS, EquiSource and GLNX wish to enter into this Agreement to set forth their understanding as to certain matters pertaining to their federal income tax liabilities;

NOW, THEREFORE, EquiSource and GLNX agree as follows:

1. Definitions. For purposes of this Agreement:

(i) "Consolidated Group" means EquiSource and all corporations which EquiSource may from time to time be eligible or required to include in a consolidated federal income tax return with EquiSource as the common parent corporation. At the date hereof, such term includes, without limitation, EquiSource and GLNX.

(ii) "GLNX Consolidated Group" means GLNX and all corporations which GLNX would from time to time be eligible or required to include in a consolidated federal income tax return with GLNX as the common parent corporation, determined as if GLNX had no parent corporation and was not includable in any chain of corporations connected through stock ownership with a common parent corporation (other than GLNX). At the date hereof, such term includes GLNX.

(iii) "Consolidated Return Year" means any taxable year or other period during which EquiSource owns outstanding stock of GLNX in such amounts and having such characteristics as shall meet the requirements of Section 1504(a)(1) of the Code.

(iv) "Consolidated Return Date" means each date upon which the Consolidated Group shall file its federal income tax return.

(v) "Estimated Payment Date" means each date occurring during any Consolidated Return Year upon which the GLNX Consolidated Group would have been required to file with the IRS a declaration of estimated tax for such Consolidated Return Year if the GLNX Consolidated Group were not included in the Consolidated Group during such Consolidated Return Year.

(vi) "Extension Payment Date" means with respect to any Consolidated Return Year, any date upon which the Consolidated Group shall be required to make a payment of federal income taxes in connection with any request by EquiSource on behalf of the Consolidated Group for an extension of the date upon which it would have been required, absent such an extension, to file its federal income tax return for such Consolidated Return Year.

(vii) "Consolidated Group Return" means with respect to any Consolidated Return Year, the federal income tax return of the Consolidated Group for such Consolidated Return Year.

(viii) "Hypothetical GLNX Group Return" means with respect to any Consolidated Return Year, a hypothetical federal income tax return for the GLNX Consolidated Group, prepared by GLNX on the assumptions (w) that the GLNX Consolidated

Group had filed a separate consolidated federal income tax return for all prior Consolidated Return Years, (x) that the GLNX Consolidated Group had been component members of a controlled group of corporations as defined in Section 1563 of the Code for all such prior years, (y) that the GLNX Consolidated Group and each member thereof have elected to relinquish the entire carryback period with respect to net operating losses for each taxable year ending after December 31, 1984 pursuant to the provisions of Section 172(b)(3)(C) of the Code, and (z) in each instance where the Code provides limitations on multiple tax benefits, rates, credits, exemptions or other tax attributes by requiring allocation thereof to the various component members of a controlled group of corporations, that all such items shall be allocable entirely to EquiSource.

(ix) "Group Refund Claim" means any claim filed by EquiSource on behalf of the Consolidated Group for a refund of federal income taxes.

(x) "IRS" means the U.S. Internal Revenue Service.

(xi) "Regulations" mean the regulations issued by the Secretary of the Treasury interpreting the Code.

2. Consent to File Consolidated Returns. EquiSource and GLNX hereby consent to the filing of consolidated federal income tax returns by the Consolidated Group for each Consoli-

dated Return Year, and GLNX agrees to furnish all information and to execute all elections and other documents which may be necessary or appropriate to evidence such consent or to prepare and file such returns.

3. Estimated Payments of Tax Sharing Liability. On or before each Estimated Payment Date of each Consolidated Return Year, GLNX shall cause to be prepared a hypothetical declaration of estimated tax for the GLNX Consolidated Group reflecting the amount, if any, of the estimated payment of federal income taxes for such Consolidated Return Year which the GLNX Consolidated Group would have been required to pay on such Estimated Payment Date if it were not included in the Consolidated Group, and the GLNX Consolidated Group shall pay to EquiSource, on such Estimated Payment Date, the amount reflected as owing on such hypothetical declaration. If the Consolidated Group shall request an extension of time to file the Consolidated Group Return for any Consolidated Return Year, then on or before the applicable Extension Payment Date, GLNX shall compute the hypothetical amount of the federal income tax payment which would have been payable by the GLNX Consolidated Group on such Extension Payment Date had the GLNX Consolidated Group not been included in the Consolidated Group during such Consolidated Return Year and as if the GLNX Consolidated Group had requested such an extension, and the GLNX Consolidated Group shall pay to EquiSource, on such

Extension Payment Date, the amount thus computed by GLNX. The hypothetical amounts computed under this section shall be based upon the same assumptions used in preparing the Hypothetical GLNX Group Return which are specified in Section 1.(viii) of this Agreement.

4. Determination of Actual Tax Sharing Liability. On or before each Consolidated Return Date, GLNX shall cause to be prepared a Hypothetical GLNX Group Return for the Consolidated Return Year for which the Consolidated Group Return is due on such Consolidated Return Date. If such Hypothetical GLNX Group Return reflects a hypothetical federal income tax liability of the GLNX Consolidated Group for such Consolidated Return Year, and if the amount of such hypothetical federal income tax liability exceeds the aggregate of all amounts paid to EquiSource by the GLNX Consolidated Group pursuant to Section 3 hereof in respect of such Consolidated Return Year, then the GLNX Consolidated Group shall pay to EquiSource, on such Consolidated Return Date, the amount of such excess. If such Hypothetical GLNX Group Return reflects a hypothetical federal income tax liability of the GLNX Consolidated Group for such Consolidated Return Year, and if the aggregate of all amounts paid to EquiSource by the GLNX Consolidated Group pursuant to Section 3 hereof in respect of such Consolidated Return Year exceeds the amount of such hypothetical federal income tax liability, then EquiSource shall pay

to GLNX, on such Consolidated Return Date, the amount of such excess. If such Hypothetical GLNX Group Return reflects no hypothetical federal income tax liability of the GLNX Consolidated Group for such Consolidated Return Year, and if the GLNX Consolidated Group has made any payments to EquiSource pursuant to Section 3 hereof in respect of such Consolidated Return Year, then EquiSource shall pay to GLNX, on such Consolidated Return Date, an amount equal to all such payments previously made to EquiSource by the GLNX Consolidated Group pursuant to Section 3 hereof.

5. Refund Claims. GLNX hereby authorizes EquiSource and its representatives to file and to pursue claims for refund on behalf of the Consolidated Group either administratively with the IRS or by court action, and EquiSource and its representatives shall have the exclusive right to make any and all decisions to pursue, appeal or settle any such Consolidated Group refund claim or any administrative or court proceeding with respect thereto and to retain any refunds of tax resulting therefrom. GLNX shall cooperate by furnishing to EquiSource all records and documents and making available personnel for testimony necessary or helpful to the pursuit of such Consolidated Group refund claim.

6. Adjustments for Tax Attributes after Deconsolidation. If the GLNX Consolidated Group shall cease to be included

in the Consolidated Group and thereafter shall earn a tax attribute, determined as if the GLNX Consolidated Group filed a consolidated federal income tax return, which is carried back to a Consolidated Return Year (the "Carryback Year"), the GLNX Consolidated Group shall furnish to EquiSource any and all data relating to the tax attribute and which may be necessary or helpful in connection with the preparation by EquiSource of a Consolidated Group refund claim with respect to such tax attribute. EquiSource shall prepare such Consolidated Group refund claim and shall file such Consolidated Group refund claim with the IRS on or before the expiration of the statute of limitations with respect thereto. Each member of the GLNX Consolidated Group hereby authorizes EquiSource or its representatives to pursue such Consolidated Group refund claim either administratively with the IRS or by court action, and EquiSource and its representatives shall have the exclusive right to make any and all decisions to pursue, appeal or settle any such Consolidated Group refund claim or any administrative or court proceeding with respect thereto. GLNX agrees to cooperate with EquiSource by furnishing all records and documents and making available personnel for testimony necessary or helpful to the pursuit of such Consolidated Group refund claim. Upon the receipt by EquiSource of any refund relating to such Consolidated Group refund claim, EquiSource shall pay to GLNX the amount of the reduction of the Consolidated Group tax

liability for each Carryback Year as a result of the tax attribute originating with the GLNX Consolidated Group.

7. Payment of Consolidated Group Tax and Tax Sharing Liabilities. All payments of actual or estimated federal income taxes owed by the Consolidated Group shall be paid to the IRS by EquiSource, and EquiSource shall be entitled to receive any refunds of federal income taxes owed to the Consolidated Group. EquiSource shall indemnify and hold harmless the GLNX Consolidated Group and each member thereof from and against any claims by the IRS in connection with the federal income tax liability of the GLNX Consolidated Group (or any member thereof) for any Consolidated Return Year. GLNX shall be entitled to receive all amounts which may become owing to the GLNX Consolidated Group pursuant to this Agreement, and each member of the GLNX Consolidated Group shall be jointly and severally liable for the payment of all amounts which may become owing to EquiSource by the GLNX Consolidated Group pursuant to this Agreement.

8. Earnings and Profits. The Consolidated Group shall elect to allocate the tax liability of the Consolidated Group among its members in accordance with the method prescribed in Section 1552(a)(1) of the Code and Paragraph (a)(1) of Section 1.1552-1 of the Regulations, with the further elective modifications permitted by Section 1.1502-33(d)(2)(ii) of the Regulations.

9. Disputes with the IRS. In the event of a dispute with the IRS concerning the amount of any federal income tax liability of or refund due the Consolidated Group in respect of any Consolidated Return Year (regardless of whether such dispute shall arise while the GLNX Consolidated Group shall be included in the Consolidated Group or after the GLNX Consolidated Group shall have ceased to be a member of the Consolidated Group), each member of the GLNX Consolidated Group hereby authorizes EquiSource and its representatives to pursue such dispute either administratively or by court action, and each such member agrees to cooperate by furnishing to EquiSource all records and documents, and by making available personnel for testimony, which may be necessary or helpful in connection with the negotiation or settlement of such controversy. Control of all administrative and court proceedings concerning any such dispute, and control of all negotiations and settlements with respect thereto, shall rest exclusively with EquiSource. If any adjustments are made to the reported income or tax liability of any member of the GLNX Consolidated Group in connection with such controversy, EquiSource shall prepare a revised Hypothetical GLNX Group Return (the "Revised GLNX Group Return") based on the law and facts as determined by the IRS or the courts in connection with such adjustment, (and based upon the same assumptions used in preparing the Hypothetical GLNX Group Return which are specified in Section

1.(viii) of this Agreement) and the GLNX Consolidated Group shall pay to EquiSource within 30 days after the receipt of such Revised GLNX Group Return the amount of additional tax liability reflected thereby, or, alternatively, EquiSource shall pay to GLNX within 30 days after the receipt of such Revised GLNX Group Return any refund reflected thereby. If further litigation occurs after the payment of such additional tax liability, or refund, as the case may be, and the resolution thereof results in any additional tax liability or refund of amounts previously paid, appropriate adjustment shall be made between EquiSource and the GLNX Consolidated Group.

10. Interest. In connection with any amounts due and payable under this Agreement, interest shall be calculated at the same rates and upon the same principles as are applied by the IRS to the Consolidated Group tax liability or the Consolidated Group refund in question.

11. Priority of Agreement. As between the parties, the provisions of this Agreement shall fix the liability of EquiSource, on the one hand, and the GLNX Consolidated Group, on the other hand, and to each other, as to the matters provided for herein even if payments made pursuant hereto are treated as capital contributions or distributions for federal income tax purposes.

12. Other Group Members. EquiSource and GLNX recognize that other corporations are now or may from time to time hereafter become members of the Consolidated Group under circumstances which may warrant other methods of sharing. EquiSource is authorized to enter into the same, similar or different tax sharing agreements with any corporation which is now or may hereafter become a member of the Consolidated Group. Notwithstanding the foregoing, if any member of the GLNX Consolidated Group becomes the owner of outstanding stock of another corporation in such amounts and having such characteristics as shall meet the requirements of Section 1504(a)(1) of the Code, then such member shall cause such corporation to adopt and become bound by this Agreement as a member of the Consolidated Group and the GLNX Consolidated Group.

13. Duration. This Agreement shall remain in effect for each Consolidated Return Year; provided, however, that EquiSource and the GLNX Consolidated Group shall be entitled to receive and be obligated to pay any amounts subsequently determined to be owing to or by them hereunder, as the case may be, with respect to those years or parts thereof.

14. Expenses. EquiSource shall be authorized to retain accountants and attorneys for the purpose of preparing any of the returns or claims provided for herein or for the purpose of representation in connection with any controversies with the IRS.

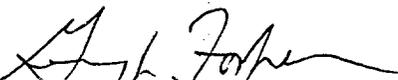
The GLNX Consolidated Group agrees to pay the costs reasonably allocated to it of employing such attorneys and accountants (including associated court costs).

15. Controlling Law. This Agreement is made under the laws of the State of Texas.

16. Binding Effect. This Agreement shall be binding upon, enforceable by and against and inure to the benefit of the parties hereto and the respective successors and assigns of the parties hereto; but no assignment hereof shall relieve any party of its obligations hereunder without written consent of the other parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in multiple counterparts, each of which shall be deemed an original, as of the date first above written.

EQUISOURCE INTERNATIONAL INCORPORATED

By 
GARY L. FORBES, Vice President

GLNX CORPORATION

By 
JAMES C. GRAVES, President

EXHIBIT A

August 8, 1986

First City National Bank
of Houston
1001 Main Street
Houston, Texas 77002

Gentlemen:

Reference is hereby made to that certain Promissory Note dated August 8, 1986, payable to the order of First City National Bank of Houston ("Bank") in the maximum principal amount of \$400,000 and executed by Primus Corporation, a Texas corporation ("Borrower"), which note evidences the extension and rearrangement of the indebtedness owing by Borrower to the Bank resulting from or arising in connection with the letter of credit in the maximum amount of \$601,751.00 dated December 30, 1980 issued by Bank for the account of Borrower naming the Trustees of General Electric Pension Trust as beneficiary and the related commercial letter of credit agreement dated December 30, 1980, to that certain Security Agreement dated as of December 30, 1980 executed by Borrower and Bank, and to that certain First Amended and Restated Security Agreement dated as of August 8, 1986 executed by Borrower and Bank (the "Security Agreement"). Additionally, reference is hereby made to that certain Tax Sharing Agreement dated as of June 30, 1982 between GLNX Corporation, a Texas corporation ("GLNX") and EquiSource International Incorporated, a Delaware corporation ("EquiSource") ("GLNX Tax Sharing Agreement"), and to that certain Tax Sharing Agreement dated as of June 26, 1980 between Borrower and Summit Resources Corporation, a Delaware corporation ("Summit") ("Tax Sharing Agreement"), Summit's right, title, interest, and obligations therein and thereunder having been assigned to and assumed by EquiSource pursuant to that certain Assignment and Assumption dated as of June 30, 1982 between Summit and EquiSource ("Assignment and Assumption") (the Tax Sharing Agreement and the Assignment and Assumption being collectively referred to as the "EquiSource Tax Sharing Agreement"), and to that certain letter agreement dated as of June 30, 1982 among Bank, Borrower and EquiSource ("EquiSource Letter Agreement").

First City National Bank
of Houston
August 8, 1986
Page 2

Effective as of June 30, 1982, EquiSource acquired from Summit (i) 700 shares of Preferred Stock, \$100 par value per share, of Borrower, and (ii) all right, title and interest of Summit in and to the EquiSource Tax Sharing Agreement.

Pursuant to the Security Agreement, Borrower has granted Bank security interests in all of the right, title and interest of Borrower in and to the EquiSource Tax Sharing Agreement. Pursuant to letter agreements among the Bank, the Borrower and Summit dated June 26, 1980 and December 30, 1980, respectively, Summit made certain undertakings to the Bank in connection with the EquiSource Tax Sharing Agreement.

In view of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Bank to extend and rearrange the indebtedness owed Bank by Borrower it is hereby agreed as follows:

1. EquiSource consents to and acknowledges the security interests of the Bank in the rights of Borrower under the EquiSource Tax Sharing Agreement and in the other collateral referred to in the Security Agreement, a true and correct copy of which has been delivered to EquiSource, and consents to any foreclosure, sale, lease, or other disposition in connection with the Security Agreement.

2. EquiSource will not sell or otherwise dispose of, or permit the sale or other disposition of, the stock of GLNX or otherwise give up effective control of GLNX; provided, however, that all or any portion of the stock of GLNX may be sold or otherwise disposed of if EquiSource presents to the Bank a schedule (the "Schedule") that certifies to the Bank that upon the sale or other disposition of all or any portion of the stock of GLNX, EquiSource will receive and retain a sum in payment for such stock equal to or in excess of \$300,000.00.

3. EquiSource will at all times own stock of Borrower representing at least 80% of the voting power

of all outstanding stock of Borrower having general voting power.

4. Upon written notice from the Bank to EquiSource following the occurrence of an "Event of Default" (as defined in the Security Agreement), EquiSource shall remit directly to the Bank all payments and other amounts which may be owed to Borrower from time to time under the EquiSource Tax Sharing Agreement.

5. Without the prior written consent of the Bank and except for payments, and other transfers to the Bank as contemplated herein, neither Borrower nor EquiSource shall permit (i) any payments or other amounts to be remitted to Borrower in connection with the Tax Sharing Agreement; (ii) the redemption, cancellation, retirement, declaration or payment of any dividends on (except dividends aggregating not more than \$5,600 per annum on up to 700 shares of Preferred Stock of Borrower as presently provided in its Articles of Incorporation) or change in the par value of any shares of Preferred Stock of Borrower; or (iii) any other reduction in the amount owed by EquiSource to Borrower in connection with the Tax Sharing Agreement; provided, however, that prior to the occurrence of such an "Event of Default", EquiSource may pay to Borrower the amounts specifically provided to be paid to Borrower by Sections 3 and 4 of the Tax Sharing Agreement.

6. No amendments or other modifications or termination of the Tax Sharing Agreement shall be effected without the prior written approval of the Bank.

7. EquiSource is currently making all payments required to be made by EquiSource to Borrower under the EquiSource Tax Sharing Agreement, and regardless of whether GLNX makes any payments to EquiSource under the GLNX Tax Sharing Agreement under any other tax sharing agreement between GLNX and EquiSource, under any other agreement between GLNX and EquiSource, or otherwise, EquiSource will at all times retain proceeds from its business operations or otherwise, sufficient in amount

to cover any payments required to be made by EquiSource to Borrower under the EquiSource Tax Sharing Agreement.

8. EquiSource represents and warrants that its balance sheet dated as of September 30, 1985 which has been delivered to Bank by Borrower is true and correct in all material respects, has been prepared in accordance with generally accepted accounting principles consistently applied and fairly presents the financial condition of EquiSource as of the date thereof. EquiSource further represents and warrants that no material adverse change in the condition, financial or otherwise, of EquiSource has occurred since such date, and there are no material unrealized or unanticipated losses with respect to EquiSource not reflected by such balance sheet.

9. EquiSource will deliver to the Bank within 120 days following the close of each fiscal year of EquiSource, an unqualified consolidated audit report with respect to EquiSource prepared by independent certified public accountants acceptable to the Bank, including the balance sheet of EquiSource as of the close of such fiscal year, the statement of income and retained earnings of EquiSource for such fiscal year and the statement of changes of financial position and stockholders' equity of EquiSource for such fiscal year, all prepared in accordance with generally accepted accounting principles consistently applied.

10. EquiSource will deliver to the Bank quarterly unaudited statements within 90 days following the close of each quarter of EquiSource (except the quarter ending concurrently with the fiscal year end) including, without limitation, the balance sheet of EquiSource for such period, statements of income and retained earnings of EquiSource for such period, and statements of changes in financial position and stockholders' equity for such period, all prepared in accordance with generally accepted accounting principles consistently applied.

11. EquiSource hereby reaffirms its obligations under the following documents: (i) the EquiSource Tax Sharing Agreement, a true and correct copy of which is

First City National Bank
of Houston
August 8, 1986
Page 5

attached to the Security Agreement as Exhibit C, and (ii) the Assignment and Assumption, a true and correct copy of which is attached hereto as Exhibit A. EquiSource hereby warrants, represents, and agrees that the EquiSource Tax Sharing Agreement and the Assignment and Assumption are in full force and effect and are binding upon EquiSource in accordance with their terms.

12. This letter agreement is a continuation of EquiSource's obligations under the EquiSource Letter Agreement. However, to the extent that any of the terms in this letter agreement are inconsistent with any of the terms in the EquiSource Letter Agreement or any other agreements, the terms of this letter agreement shall control. In addition, the obligations of EquiSource and the rights of the Bank hereunder are in addition to and cumulative of the obligations of EquiSource and the rights of the Bank under the EquiSource Letter Agreement and any other agreements, or otherwise.

13. The EquiSource Tax Sharing Agreement and this letter agreement have been duly authorized, executed, and delivered by EquiSource and constitute legal, valid and binding obligations of EquiSource enforceable against EquiSource in accordance with their respective terms.

14. This letter agreement (i) is binding upon EquiSource and Borrower and their respective successors and assigns, shall inure to the benefit of the Bank and its successors and assigns, (ii) may not be amended, terminated or otherwise modified except in writing executed by the Bank, Borrower and EquiSource, (iii) shall be governed by and construed in accordance with the laws of the State of Texas and (iv) may be executed in multiple counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

First City National Bank
of Houston
August 8, 1986
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EXECUTED AS OF THIS 8th day of August, 1986.

EQUISOURCE INTERNATIONAL
INCORPORATED

By: _____
Name: _____
Title: _____

PRIMUS CORPORATION

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED as of
this 8th day of August, 1986:

FIRST CITY NATIONAL BANK
OF HOUSTON

By: _____
Name: _____
Title: _____

19JCASGG

ASSIGNMENT AND ASSUMPTION

Summit Resources Corporation, a Delaware corporation (the "Assignor"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Assignor, hereby sells, transfers, assigns, conveys and delivers to EquiSource International Incorporated, a Delaware corporation (the "Assignee"), all of the right, title and interest of the Assignor under the Tax Sharing Agreement dated June 26, 1980 (the "Tax Sharing Agreement"), between Summit and Primus Corporation, a Texas corporation ("Primus").

The Assignee hereby agrees to assume and perform all obligations of Summit to Primus under the Tax Sharing Agreement, including the \$80,553 account payable owed by the Assignor to Primus at the date hereof under the terms of the Tax Sharing Agreement, and to indemnify and hold harmless the Assignor from any and all liabilities and obligations under the Tax Sharing Agreement accruing on or after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of June 30, 1982.

ASSIGNOR:

SUMMIT RESOURCES CORPORATION

By Nolan Lehmann
Nolan Lehmann, Vice President

ASSIGNEE:

EQUISOURCE INTERNATIONAL
INCORPORATEDBy John F. Fisher
Vice President

EXHIBIT I

August 8, 1986

First City National Bank
of Houston
1001 Main Street
Houston, Texas 77002

Gentlemen:

Reference is hereby made to that certain Promissory Note executed by Delta Investments, a Texas general partnership ("Delta") payable to the order of Primus Corporation, a Texas corporation ("Primus") in the original principal amount of \$230,000.00 and dated as of August 8, 1986 ("Delta Note") and to that certain Security Agreement dated as of August 8, 1986 executed by Delta in favor of Primus ("Delta Security Agreement"). Additionally, reference is hereby made to that certain Promissory Note executed by Primus payable to the order of First City National Bank of Houston ("Bank") in the original principal amount of \$400,000 and dated August 8, 1986 ("Primus Note") and to that certain First Amended and Restated Security Agreement dated as of August 8, 1986 entered into by and between Primus and Bank ("Primus Security Agreement").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Bank to extend and rearrange the indebtedness owed to Bank by Primus, it is agreed as follows:

1. Acknowledgement. Delta acknowledges and affirms that Primus has granted a security interest in the Delta Note and the Delta Security Agreement to the Bank under the Primus Security Agreement.

2. Note Payments. Until an Event of Default (as defined in the Primus Security Agreement) occurs under the Primus Security Agreement, Delta will make all principal and interest payments required under the Delta Note directly to Primus. Notwithstanding anything to the contrary in the

First City National Bank
of Houston
August 8, 1986
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Delta Note or any other document, upon the occurrence of an Event of Default under the Primus Security Agreement, and upon Delta's receipt of written notice of such Event of Default from the Bank, Delta will make all principal and interest payments required to be made under the Delta Note directly to Bank, regardless of any defenses to payment under the Delta Note that Delta may have against Primus and regardless of any counterclaims, offsets, or any other claims Delta may have against Primus which would relieve Delta of the obligation to pay Primus under the Delta Note or would reduce the amount Delta is required to pay Primus under the Delta Note.

3. Prepayments. As long as the Delta Note continues to secure the obligations and indebtedness of Primus to the Bank under the Primus Security Agreement, Delta is prohibited from prepaying to Primus any principal amount that is from time to time outstanding under the Delta Note ("Delta Prepayment"). If Delta makes a Delta Prepayment, the Bank shall have the right to receive from Delta or Primus the total amount of such Delta Prepayment, and, regardless of notice from or demand of the Bank, Delta and Primus shall be obligated immediately to remit to the Bank in the form of a cashier's check or some other form of payment acceptable to the Bank an amount that is equal to the amount of such Delta Prepayment. This paragraph 3 does not restrict prepayment to the Bank of any principal amount that is from time to time outstanding under the Delta Note.

4. Liens. Except for liens permitted under Section III, paragraph 5 of the Delta Security Agreement, Delta will not grant any security interest in, or lien on, or otherwise transfer, dispose of, encumber or restrict the transferability of any right, title or interest now owned or hereafter acquired in the collateral described in Section I of the Delta Security Agreement.

5. Primus Security Agreement Event of Default. Upon the occurrence of an Event of Default under the Primus Security Agreement and in the absence of an Event of Default (as defined in the Delta Security Agreement) under Section V, paragraph 1, 2, 3, 4, 5 or 6 of the Delta Security Agreement the Bank shall have the right at its option to (i)

First City National Bank
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August 8, 1986
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continue to receive any payments that the Bank is at that time receiving pursuant to paragraph 2 of this letter agreement and to receive any payments that the Bank will be entitled to receive in the future pursuant to paragraph 2 of this letter agreement or (ii) declare an Event of Default (as defined in the Delta Security Agreement) under Section V, paragraph 7 of the Delta Security Agreement (the "Option"). The Option must be exercised by the Bank within 120 days after an Event of Default has occurred under the Primus Security Agreement. The Bank's right to exercise the Option, and the actual exercise of the Option by the Bank, is in addition to and is cumulative of any other rights that the Bank may have under the Delta Security Agreement, the Delta Note, any other agreement, or otherwise, against Delta, any other party, or the collateral described in Section I of the Delta Security Agreement, including, without limitation, the rights that the Bank has when there has occurred (i) an Event of Default under the Primus Security Agreement and (ii) an Event of Default under Section V, paragraph 1, 2, 3, 4, 5, or 6 of the Delta Security Agreement.

6. Execution. This Letter Agreement has been duly authorized, executed and delivered by Delta and constitutes legal, valid and binding obligations of Delta enforceable against Delta in accordance with its terms.

7. Miscellaneous. This Letter Agreement (i) shall be binding on the parties hereto and their respective successors and assigns and shall inure to the benefit of the Bank and its respective successors and assigns, (ii) may not be amended, terminated or otherwise modified except by written consent of each party hereto, (iii) shall be governed by and construed in accordance with the laws of the State of Texas and (iv) may be executed in multiple counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

First City National Bank
of Houston
August 8, 1986
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Executed as of this 8th day of August, 1986.

DELTA INVESTMENTS,
a Texas general partnership

By: The 1971 Goettsche Family
Trust for the benefit of
Karen C. Goettsche
Title: General Partner

By: Sterling Standard Trust
Company
Title: Trustee of the 1971
Goettsche Family Trust for the
benefit of Karen C. Goettsche

By: _____
Name: Jeffrey Alan Toole
Title: President of Sterling
Standard Trust Company

PRIMUS CORPORATION

By: _____
Name: _____
Title: _____

First City National Bank
of Houston
August 8, 1986
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AGREED TO AND ACCEPTED as of this 8th day of August, 1986.

FIRST CITY NATIONAL BANK OF
HOUSTON

By: _____
Name: _____
Title: _____

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