

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

RECORDATION NO 11597-D
FILED 1423

JUL 17 1989 - 12 10 PM

INTERSTATE COMMERCE COMMISSION
P. O. Box 2558
Houston, Texas 77252-8078
(713) 236-5175

LOREN K. JENSEN
Assistant Vice President

July 13, 1989

Interstate Commerce Commission
Attn: Ms. Mildred Lee, Room 2303
Twelfth and Constitution Avenue NW
Washington, DC 20423

9-198A018

Dear Mildred:

Please record the two attached original Fourth Renewal and Extension Agreements between Texas Commerce Bank National Association and TCI 1979 Partnership. The security for this loan is 5 (five) 21,000 gallon nominal capacity tank cars, DOT111A100W-1, interior coiled and non-insulated, with 100 ton roller bearing trucks manufactured by General American Tank Car Company bearing registration numbers GINX 21106, 21107, 21108, 21109, and 21110, plus all additions and accessions thereto.

The most recent filing and recordation for these cars was done in your office on March 10, 1988 with recordation number 11597-C. I am enclosing a check for \$13.00 to cover the filing fee.

Please return the recorded documents to my attention at the following address:

Mr. Loren K. Jensen
Texas Commerce Bank National Association
P. O. Box 2558
Houston, Texas 77252-8078

Do not hesitate to call me at 713-236-5175 if you have any questions.

Sincerely,

Loren K Jensen

Loren K. Jensen

LKJ:rm

JUL 17 12 03 PM '89
FEDERAL RESERVE BANK
HOUSTON, TEXAS



Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Loren K. Jensen
Texas Commerce Bank
P. O. Box 2558
Houston, Texas 77252-8078

Dear: **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/17/89 , at 12:10PM , and assigned recordation number(s). **11597-D**

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

JUL 17 1989 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

FOURTH RENEWAL AND EXTENSION AGREEMENT

THIS FOURTH RENEWAL AND EXTENSION AGREEMENT (herein called "Agreement") is entered into as of the first day of May, 1989, by and between TEXAS COMMERCE BANK NATIONAL ASSOCIATION (herein called "Lender") and TCI 1979 PARTNERSHIP, a Texas general partnership, by and through its general partners, who are Sam P. Douglass, M. Chapman Findlay, Robert R. Sterling and Edward E. Williams (such partnership being herein called "Borrower").

W I T N E S S E T H:

WHEREAS, Borrower made, executed and delivered that one certain Promissory Note (herein called the "Original Note") dated December 14, 1979, in the original principal sum of One Hundred Ninety-Six Thousand and No/100 Dollars (\$196,000.00), payable to the order of Lender as therein provided, said Note being secured by a Security Agreement-Tank Cars (the "Security Agreement") of even date therewith from Borrower to Lender, which Security Agreement covers five (5) 21,000 gallon nominal capacity tank cars, DOT111A100W-1, interior coiled and non-insulated 100-ton roller bearing trucks belonging to Borrower more fully described therein (herein called "Property");

WHEREAS, the Original Note and Security Agreement were renewed and extended by a promissory note (the "First Renewal Note") dated November 1, 1981 in the original principal amount of \$183,410.15, which was given to the full extent thereof in renewal, extension and rearrangement and not in extinguishment of the unpaid principal balance as of November 1, 1981, of the Original Note; and

WHEREAS, the First Renewal Note and Security Agreement were renewed and extended by a promissory note (the "Second Renewal Note") dated November 1, 1984, in the original principal amount of \$160,000.00, which was given to the full extent thereof in renewal, extension and rearrangement and not in extinguishment of the unpaid principal balance as of November 1, 1984, of the First Renewal Note; and

WHEREAS, the Second Renewal Note and Security Agreement were renewed and extended by a Renewal and Extension Agreement dated November 1, 1987 (the "Third Renewal"), in the original principal amount of \$100,000, which was given to the full extent thereof in renewal, extension and rearrangement and not in extinguishment of the unpaid principal balance as of November 1, 1987, of the Second Renewal Note; and

WHEREAS, the Original Note, First Renewal Note, Second Renewal Note and Third Renewal Note are hereinafter collectively called the "Note"; and

WHEREAS, the Loan (herein so called) evidenced by the Note matures on May 1, 1989; and

WHEREAS, Borrower has requested, and Lender, on the terms and conditions set forth herein, has agreed to another extension of the maturity date of the Loan and a modification of certain terms and conditions of the Loan;

NOW, THEREFORE, in consideration of the mutual covenants, rights and obligations contained herein, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and contract as follows:

1. Lender and Borrower hereby acknowledge that the outstanding principal balance of the Note on the effective date hereof is Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$87,500.00).

2. The Borrower hereby renews the Note and indebtedness and promises to pay to the order of the Lender in the City of Houston, Harris County, Texas, the sum of Eighty-Seven Thousand And Five Hundred No/100 Dollars (\$87,500.00) (being the present unpaid balance of the Note), together with interest thereon after date hereof until maturity as extended herein at the variable rate per annum and, except as herein modified, pursuant to the same terms and provisions contained in the Note.

3. The Note shall be due and payable as follows:

- a. \$5,000 of principal upon the execution hereof by Borrower;
- b. Thereafter, in quarter annual installments of \$3,000 of principal each, plus all accrued interest thereon, commencing on the first day of August 1989, and continuing thereafter on November 1, 1989, February 1, 1990 and May 1, 1990; and
- c. Thereafter, in quarter annual installments of \$3,500 of principal each, plus all accrued interest thereon, commencing on the first day of August 1990, and continuing thereafter on November 1, 1990, February 1, 1991, and May 1, 1991, the final maturity date of the Note, when all outstanding principal and accrued interest thereon then unpaid shall be finally due and payable.

4. This Agreement is given in renewal, extension, rearrangement and refinancing (and not in extinguishment, substitution, novation or discharge) of the unpaid principal balance of the Note. All liens and security interests securing payment of the Note, including, but not limited to the Security Agreement, are hereby ratified, confirmed, renewed, extended, rearranged and brought forward as security for the payment hereof.

5. The Security Documents are hereby amended to provide that the Note described therein shall mean the Note, as renewed and extended hereby.

6. All terms, conditions and provisions contained in the Note, except as specifically set forth herein, shall continue and remain in full force and effect.

7. All terms, conditions and provisions contained in the Security Documents, except as modified, restated (where applicable), renewed and extended by the documents referred to herein, shall continue and remain in full force and effect.

8. The Property shall be and remain in all respects subject to the lien, charge or encumbrance of the Security Documents, as modified, renewed and extended, and nothing herein contained and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Security Documents, as modified, renewed and extended, or the priority thereof over any other liens, charges or encumbrances or to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Security Documents, as modified, restated (where

applicable), renewed and extended, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security for the indebtedness evidenced by the Note, if any, held by Lender. Borrower hereby extends the liens on the Property until the Note, as modified, renewed and extended, has been fully paid, and agrees that any such extension or rearrangement shall in no manner affect or impair the Note, as modified, renewed and extended, or the liens securing same, and that said liens shall not in any manner be waived, the purpose of this provision being simply to carry forward all liens securing the Note, which are acknowledged by Borrower to be valid and subsisting.

9. As additional consideration for the execution, delivery and performance of this Agreement by the parties hereto and to induce Lender to enter into this Agreement, Borrower warrants and represents to Lender that no facts, events, statuses or conditions exist or have existed which, either now or with the passage of time or giving of notice, or both, constitute or will constitute a basis for any claim or cause of action against Lender or any defense to (y) the payment of any obligations and indebtedness under the Note and/or the Security Documents or (z) the performance of any of its obligations in respect to the Note and/or Security Documents, and in the event any such facts, events, statuses or conditions exist or have existed, Borrower unconditionally and irrevocably waives any and all claims and causes of action against Lender and any defenses to its payment and performance obligations in respect to the Note and the Security Documents.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement, nor the application of such provision to any other persons or circumstances shall be affected thereby, but rather same shall be enforced to the greatest extent permitted by law.

11. This Agreement, and all the terms, provisions and conditions hereof, shall be binding upon each party hereto and such party's heirs, legal representatives, successors and assigns.

12. This Agreement may be executed in multiple originals. This Agreement may also be executed in multiple counterparts, and all so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations, oral representations and writings between the parties, and cannot be amended or supplemented orally, but only by an agreement in writing signed by Lender. The Borrower certifies that it is relying on no representation, warranty, covenant or agreement except for those set forth herein.

EXECUTED by each party on the date adjacent to each party's signature, but to be effective for all purposes as of the date first above written.

"LENDER"

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

Date: May 25, 1989

By: [Signature]
Name: Kirk Sweet
Title: Vice President

"BORROWER"

TCI 1979 PARTNERSHIP, a Texas general partnership

Date: May 23, 1989

By: [Signature]
Sam P. Douglass,
General Partner

Date: _____

By: _____
M. Chapman Findlay,
General Partner

Date: _____

By: _____
Robert R. Sterling,
General Partner

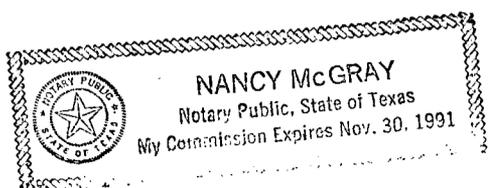
Date: May 23, 1989

By: [Signature]
Edward E. Williams,
General Partner

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

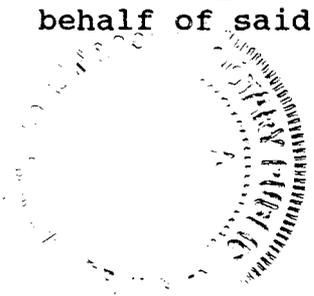
This instrument was acknowledged before me on this the 25th day of May, 1989 by Kirk Sweet, Vice President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.

[Signature]
Notary Public in and for
The State of TEXAS



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 23rd day of May, 1989 by Sam P. Douglass, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.



[Signature]
Notary Public in and for
The State of T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ___ day of _____, 1989 by M. Chapman Findlay, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.

Notary Public in and for
The State of T E X A S

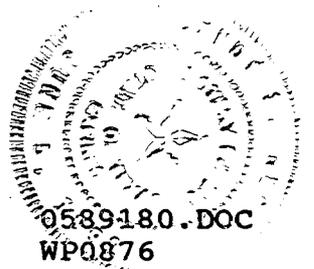
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ___ day of _____, 1989 by Robert R. Sterling, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.

Notary Public in and for
The State of T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 23rd day of May, 1989 by Edward E. Williams, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.



[Signature]
Notary Public in and for
The State of T E X A S

CHICAGO TITLE
INDIVIDUAL

Staple

Staple

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On this 31st day of MAY, in the year
1989, before me, the undersigned, a Notary Public in
and for said County and State, personally appeared

M. CHAPMAN FINDLAY

~~personally known to me~~ (or proved to me on the basis of satisfactory
evidence) to be the person _____ whose name
IS subscribed to the within instrument and
acknowledged that HE executed the
same.

Signature *David Viboolkij*
DAVID VIBOOLKIJ

Name (Typed or Printed)
Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ___ day of _____, 1989 by Sam P. Douglass, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.

Notary Public in and for
The State of T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ___ day of _____, 1989 by M. Chapman Findlay, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.

Notary Public in and for
The State of T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 31st day of May, 1989 by Robert R. Sterling, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.



Cindy S. Megard
Notary Public in and for
The State of T E X A S

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ___ day of _____, 1989 by Edward E. Williams, General Partner of TCI 1979 Partnership, a Texas general partnership, on behalf of said partnership.

Notary Public in and for
The State of T E X A S

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