Capital National Bank
1300 Main • P.O. Box 500 • Houston, Texas 77001
(713) 651-1100

No. 0-274A044
Date SEP 30 1980
Fee $ 100.00
ICC Washington, D. C.

RECORDATION NO. 12246 Filed 1425

September 11, 1980

SEP 30 1980 -9 25 AM

12246 INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 12246 Filed 1425

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

SEP 30 1980 -9 25 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

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

1. Security Agreement and Chattel Mortgage

Debtor: Ray E. Levier
7676 Woodway
Suite 180
Houston, Texas 77063

Secured Party: Capital National Bank
1300 Main Street
Houston, Texas 77002

Collateral: Three (3) railroad cars described as follows:

LPG & Anhydrous Ammonia Railroad Cars, 33,000 gallon nominal capacity (DOT 112 J340W or DOT 112 T340W)

Car Marks

TCSX 252
TCSX 253
TCSX 254

2. Security Agreement - Assignment of Accounts

Debtor: Ray E. Levier
7676 Woodway
Suite 180
Houston, Texas 77063

RECEIVED
SEP 30 9 19 AM '80
I.C.C.
FEE OPERATION BR.

Capital National Bank

Secured Party: Capital National Bank
1300 Main Street
Houston, Texas 77002

Collateral: All right, title and interest in and to accounts, chattel paper and contract rights of Debtor, including those arising under a Management Agreement between Debtor and Tank Car Service, Inc., and those under all deployment agreements and leases now or hereafter existing on the railroad cars described in No. 1 above.

We also enclose our Cashier's Check in the amount of $100.00 as fees for recordation of the aforesaid documents.

Please return the original of each document to Capital National Bank, 1300 Main Street, Houston, Texas 77002 Attention: Mr. Phillip Dumas.

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

Very truly yours,

CAPITAL NATIONAL BANK

By _____
Phillip Dumas
Banking Officer

PD/ed
Encl.

12246
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SEP 30 1980 -9 25 AM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT AND CHATTEL MORTGAGE

RAY E. LEVIER, 7676 Woodway, Suite 180, Houston, Texas 77063, hereinafter called "Debtor," and CAPITAL NATIONAL BANK, 1300 Main Street, Houston, Texas 77002, hereinafter called "Secured Party," agree as follows:

SECTION I. CREATION OF SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in and a Chattel Mortgage on the Collateral described in Section II of this Security Agreement to secure performance and payment of (i) that certain promissory note ("Note") dated September 26, 1980, in the original principal amount of $111,600.00, executed by the Debtor payable to the order of Secured Party, bearing interest and being payable in the manner provided therein; and (ii) all renewals and extensions of the Note.

SECTION II. COLLATERAL

The Collateral of this Security Agreement is three (3) railroad tank cars described more fully in Schedule "A" which is attached hereto and made a part hereof and all additions and acessions thereto, and proceeds thereof. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by this agreement. So long as no Event of Default has occurred and is continuing, nothing herein shall prohibit (i) the Debtor

from performing the Management Agreement ("Management Agreement") effective as of the 26th day of SEPTEMBER, 1980, between Debtor and Tank Car Services, Inc. ("Company") or (ii) Debtor or Company from performing its obligations under existing lease agreements or from executing and performing additional lease agreements covering the Collateral (all such lease agreements being referred to herein as "Lease Agreements").

SECTION III. PAYMENT OF OBLIGATIONS OF DEBTOR

(1) Debtor shall pay to Secured Party any sum or sums due or which may become due pursuant to the Note or any other promissory note or notes now or hereafter executed by Debtor to evidence Debtor's indebtedness to Secured Party, in accordance with the terms of such Note or other promissory note or notes and the terms of this Security Agreement.

(2) Debtor shall pay to Secured Party on demand all expenses and expenditures, including reasonable attorneys' fees and other legal expenses incurred or paid by Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement, plus interest thereon at the maximum non-usurious rate permitted by law with respect to Debtor. It is the intention of the Debtor and the Secured Party to contract in strict compliance with the usury laws of the State of Texas and the United States from time to time in effect. In furtherance thereof, the Debtor and the Secured Party stipulate and

agree that none of the terms and provisions contained in this Agreement or the Note shall ever be construed to create a contract to pay interest for the use, forbearance or detention of money at a rate in excess of the maximum non-usurious interest rate permitted to be charged by the laws of the State of Texas and/or the Federal law, whichever is applicable, from time to time in effect. In the event the Secured Party shall collect monies which are deemed to constitute interest which would otherwise increase the effective rate on the Note to a rate in excess of the maximum non-usurious interest rate permitted to be charged by the laws of the State of Texas and/or the Federal law, whichever is applicable, then in effect, all such sums deemed to constitute interest in excess of the maximum non-usurious interest rate shall be immediately returned to the Debtor upon such determination.

(3) Debtor shall pay immediately, without notice, the entire unpaid indebtedness of Debtor to Secured Party, whether created or incurred pursuant to this Security Agreement or otherwise, upon Debtor's default under Section V of this Security Agreement.

SECTION IV. DEBTOR'S REPRESENTATIONS, WARRANTIES AND AGREEMENT

Debtor represents, warrants and agrees that:

(1) All information supplied and statements made by Debtor in any financial, credit or accounting statement

or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine.

(2) No Financing Statement or Chattel Mortgage covering the Collateral or its proceeds is on file in any public office; except for the security interest granted in this Security Agreement, there is no lien, security interest or encumbrance in or on the Collateral; and Debtor is the owner of the Collateral.

(3) The chief place of business of Debtor is the address shown at the beginning of this agreement. Debtor will immediately notify Secured Party in writing of any change in Debtor's chief place of business.

(4) If certificates of title are issued or outstanding or become issued and outstanding with respect to any of the Collateral, Debtor will cause the interest of Secured Party to be properly noted thereon.

(5) The Collateral will be used primarily for business use, unless Secured Party consents in writing to another use.

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

(7) Debtor will have and maintain or cause to be maintained insurance at all times with respect to all

Collateral against risks of fire, theft and such other risks as Secured Party may require. Such insurance policies shall contain such terms, be in a form, for a period and be written by companies satisfactory to Secured Party. Such insurance policies shall also contain a standard mortgagee's endorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for ten days written minimum cancellation notice to Secured Party. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Secured Party may act as attorney for Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts drawn by insurers of the Collateral. Secured Party may apply any proceeds of such insurance which may be received by it in payment on account of the obligations secured hereby, whether due or not.

(8) Except as provided in Section II hereof, the Collateral will not be sold, transferred or disposed of by Debtor or be subjected to any unpaid charge, including rent and taxes, or to any subsequent interest of a third person created or suffered by Debtor voluntarily or involuntarily, unless the Secured Party consents in advance in writing to such sale, transfer, disposition, charge, or subsequent interest.

(9) Debtor will sign and execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay all connected costs, necessary to protect the security interests, rights and remedies created by, provided in or emanating from this Security Agreement.

(10) Debtor will, at its own expense, do, make, procure, execute and deliver all acts, things, writing and assurances as Secured Party may at any time request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Security Agreement.

(11) Debtor will not lend, rent, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this Security Agreement or in writing by Secured Party, and Debtor shall keep the Collateral, including the proceeds from any disposition thereof, free from unpaid charges, including taxes, and from liens, encumbrances, and security interests other than that of Secured Party.

(12) If Secured Party should at any time be of the opinion that the Collateral is not sufficient or has declined or may decline in value then Secured Party may call for additional Collateral satisfactory to Secured Party, and

Debtor promises to furnish such additional security forthwith. The call for additional security may be oral or by telegram or by United States mail addressed to the address of Debtor shown at the beginning of this agreement.

(13) Debtor agrees that there shall be plainly, distinctly, permanently and conspiciously stenciled upon each side of each unit of the Collateral, the following words, in letters not less than one inch in height:

> THIS CAR IS SUBJECT TO A SECURITY AGREEMENT AND CHATTEL MORTGAGE RECORDED UNDER THE UNIFORM COMMERCIAL CODE OF THE STATE OF TEXAS AND UNDER SECTION 20C OF THE INTERSTATE COMMERCE ACT

SECTION V. EVENTS OF DEFAULT

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

(2) Default by Debtor in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this Security Agreement or in any note secured hereby.

(3) Any warranty, representation, or statement contained in this Security Agreement or made or furnished to

Secured Party by or on behalf of Debtor in connection with this Security Agreement or to induce Secured Party to make a loan to Debtor proves to have been false in any respect when made or furnished or becomes false while any indebtedness secured hereby is outstanding.

(4) Loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

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

(6) Any statement of the financial condition of Debtor to Secured Party submitted to Secured Party by Debtor proves to be false.

(7) The Collateral becomes, in the judgment of Secured Party, unsatisfactory or insufficient in character or value.

SECTION VI. SECURED PARTY'S RIGHTS AND REMEDIES

A. Rights exclusive of Default.

(1) This Security Agreement, Secured Party's rights hereunder or the indebtedness hereby secured may be

assigned from time to time, and in any such case the Assignee shall be entitled to all of the rights, privileges and remedies granted in this Security Agreement to Secured Party, and Debtor will assert no claims or defenses he may have against Secured Party against the Assignee, except those granted in this Security Agreement.

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

(3) Secured Party may execute, sign, endorse, transfer or deliver in the name of Debtor 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.

(4) At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or expense incurred by Secured Party pursuant to the foregoing

authorization, plus interest thereon at the maximum non-usurious interest rate permitted by law with respect to Debtor.

B. Rights in Event of Default.

(1) Upon the occurrence of an Event of Default, and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the rights and remedies of a Secured Party under the Uniform Commercial Code of Texas, including without limitation thereto, the right to sell, lease or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose Secured Party may enter upon any premises on which the Collateral or any part thereof may be situated and remove the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to Debtor at the address designated at the beginning of this Security Agreement at

least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, plus interest thereon at the maximum non-usurious rate permitted by law with respect to Debtor. Debtor shall remain liable for any deficiency.

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

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

SECTION VII. ADDITIONAL AGREEMENTS

(1) "Secured Party" and "Debtor" as used in this instrument include the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

(2) The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this instrument. Terms used in this instrument which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined.

(3) The law governing this secured transaction shall be that of the State of Texas in force at the date of this instrument. In the event any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision.

EXECUTED as of the 26TH day of SEPTEMBER, 1980.

Debtor:

RAY E. LEVIER

Secured Party: CAPITAL NATIONAL BANK

By

Title:

BANKING OFFICER

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ray E. Levier, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of September, 1980.

Kathleen B. Knowles
Notary Public in and for
Harris County, T E X A S

KATHLEEN B. KNO[illegible]
Notary Public in and for Har[illegible] Co[illegible] [illegible]as
My Commission Expires June 21, 19[illegible]

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PHILIP DUMAS, BANKING OFFICER of Capital National Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the free act and deed of the said Capital National Bank, a national banking association, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of September, 1980.

Kathleen B. Knowles
Notary Public in and for
Harris County, T E X A S

KATHLEEN B. KNOWLES
Notary Public in and for Harris County, Texas
My Commission Expires June 21, 19[illegible]

RWB45/E

SCHEDULE A

Three (3) Railroad Tank Cars described as follows:

Three (3) LPG & Anhydrous Ammonia Railroad Cars 33,000 gallon nominal capacity (DOT 112J340W or 112T340W)

CAR NUMBERS

TCSX 252
TCSX 253
TCSX 254

SCHEDULE B

All Tank Cars are subject to a Lease in favor of Tosco Corporation dated June 9, 1980.