ANDREWS & KURTH
ATTORNEYS
TEXAS COMMERCE TOWER
HOUSTON, TEXAS 77002
(713) 220-4200
TELEX: 79-1208

1730 PENNSYLVANIA AVENUE, N.W.
SUITE 700
WASHINGTON, D.C. 20006
(202) 662-2700

4400 THANKSGIVING TOWER
DALLAS, TEXAS 75201
(214) 979-4400

RECORDATION NO. 9603-C Filed & Recorded
OCT 28 1985 10-30 AM
INTERSTATE COMMERCE COMMISSION

October 22, 1986

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

Date 10/28/86
Fee $ 10.00
ICC Washington, D. C.

Dear Ms. Lee:

Enclosed please find two original Promissory Note Modification Agreements (the "Agreement") executed by Randall F. Montgomery, whose address is 82 April Wind South, Montgomery, Texas 77356 and Greg P. Henington, Vice President, on behalf of Texas Commerce Bank National Association, 712 Main Street, Houston, Texas 77002. The Agreement extends the liens and security interests of the Security Agreement dated July 9, 1978 and filed for record with the Interstate Commerce Commission under Recordation Number 9603 on July 27, 1978, and covering the collateral described as follows:

> All right, title and interest of Debtor in and to those five (5) certain 23,500 gallon nominal capacity tank cars, DOT111A100W3, coiled and insulated; 100-ton roller bearing trucks, Registration Numbers RTMX 12414, 12416, 12417, 12620 and 12623, and all additions and accessions thereto, liquidated damages and per diem mileage payments with respect thereto, rentals and profits therefrom, all accounts chattel paper and general intangibles with respect thereto and proceeds thereof, and all rights, title and interest of Debtor in and to any management agreements relating thereto including, without limitation, that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor dated as of May 5, 1978.

Please record one of said Agreements in the appropriate records of your office and return the other, with recording information to the undersigned at the above address. Our firm check in the amount of $10.00 is enclosed to cover the costs of such action.

If you should need any additional information in this regard, please contact me at (713) 220-4217.

Sincerely,

Margaret Hubert

Margaret Hubert
Legal Assistant

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/28/86

Margaret Hubert
Andrews & Kurth
Texas Commerce Tower
Houston, Texas 77002

Dear
Ma. Hubert:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/28/86 at 10:30am, and assigned re-recordation number(s). 9603-C

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 9603-C Filed & Recorded

OCT 28 1985 10-30 AM

INTERSTATE COMMERCE COMMISSION

PROMISSORY NOTE MODIFICATION AND EXTENSION AGREEMENT

WHEREAS, RANDALL F. MONTGOMERY, an individual residing in Montgomery, Montgomery County, Texas (hereinafter called "Maker"), executed and delivered that certain Promissory Note dated July 9, 1978 (the "Note"), payable to the order of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 712 Main Street, Houston, Harris County, Texas ("Bank"), in the original principal sum of One Hundred Eighty-five Thousand One Hundred Sixty-four and No/100 Dollars ($185,164.00), with interest thereon and at the rate and due and payable as therein set forth, and with all outstanding principal and interest originally due and payable on or before July 15, 1985; and

WHEREAS, to secure payment of all indebtedness of Maker to Bank, Maker did execute and deliver that one certain Security Agreement and that certain Financing Statement, both dated of even date with the Note (the "Security Agreement"), granting to Bank, as security for the Note, a security interest in all of the property described on Exhibit "A" hereto, said Security Agreement being filed for record with the Interstate Commerce Commission under Recordation Number 9603 and said Financing Statement being filed with the Secretary of State of the State of Texas under File Number 80-127465; and

WHEREAS, Maker and Bank executed that certain Promissory Note Modification and Extension Agreement (the "Modification Agreement) dated as of July 15, 1985 whereby the scheduled maturity date of the Note was extended until August 15, 1986, and the lien and security interest of the Security Agreement was renewed, extended and brought forward as security for the Note, said Modification Agreement having been filed for record with the Interstate Commerce Commission, and Maker also executed a Form UCC-3 Financing Statement Continuation of the above referenced Financing Statement, which continuation was filed on June 27, 1985 with the Secretary of State of the State of Texas; and

WHEREAS, Maker and Bank, being the present owner and holder of the Note, desire to modify the terms of the Note;

NOW, THEREFORE, in consideration of the premises, Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maker and Bank hereby agree as follows:

1. The maturity date of the Note, from and after the date hereof, shall be August 15, 1989.

2. Maker acknowledges the indebtedness evidenced by the Note, acknowledges that there is outstanding thereunder, as of the date hereof, the principal

sum of $69,436.60, with interest paid current through July 15, 1986, and Maker reaffirms that said indebtedness is a valid and exisiting debt as of the date hereof.

3. Hereafter, the Note shall accrue interest at the Bank's Prime Rate, as announced by the Bank from time to time, plus one percent (1%), per annum.

4. Hereafter, the Note shall be payable in quarterly installments of principal of $3,857.58, commencing on November 15, 1986 and continuing thereafter at quarterly intervals with a payment of all accrued interest due each month on the same date as payment of principal, plus one final payment of all accrued, unpaid interest and all outstanding principal on August 15, 1989.

5. Maker agrees that the agreements and obligations of Maker, under the Note and Security Agreement, as well as any and all guarantors and endorsers of the Note, or any other party under any letter agreement, loan agreement or other security agreements, guaranty agreements or other documents evidencing or executed in connection with or as security for the Note, are extended until the Note shall have been fully paid and discharged and that, except as herein modified, the original Note and all terms thereof remain in full force and effect. Bank hereby preserves all of its rights against Maker, the above-described parties and all collateral securing the Note.

6. Maker hereby extends, in their entirety and until the indebtedness represented by the Note shall have been fully paid and discharged, the liens and security interests of the Security Agreement and agrees that the Security Agreement shall continue to be in full force and effect.

EXECUTED on this 29th day of September, 1986 to be EFFECTIVE July 15, 1986.

Addresses:

"Maker"

82 April Wind South
Montgomery, Texas 77356

RANDALL F. MONTGOMERY

"Bank"

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By:
Name: GEORGE P. HENINGTON
Title: VICE PRESIDENT

712 Main Street
Houston, Texas 77002

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on September _____, 1986 by Randall F. Montgomery.

Notary Public in and for
the State of Texas

My Commission Expires: Oct 13, 1988

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on ~~September~~ October 7, 1986 by Greg Henderson, Vice President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.

Notary Public in and for
the State of Texas

My Commission Expires:_____

KAREN L. SWINNEA
Notary Public, State of Texas
My Commission Expires 6-17-89

EXHIBIT "A"

All right, title and interest of Debtor in and to those five (5) certain 23,500 gallon nominal capacity tank cars, DOT111A100W3, coiled and insulated; 100-ton roller bearing trucks, Registration Numbers RTMX 12414, 12416, 12417, 12620 and 12623, and all additions and accessions thereto, liquidated damages and per diem mileage payments with respect thereto, rentals and profits therefrom, all accounts chattel paper and general intangibles with respect thereto and proceeds thereof, and all rights, title and interest of Debtor in and to any management agreements relating thereto including, without limitation, that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and Debtor dated as of May 5, 1978.