

LIDDELL, SAPP, ZIVLEY, HILL & LABOON

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ATTORNEYS

TEXAS COMMERCE TOWER

HOUSTON, TEXAS 77002

(713) 226-1200

TELEX 76-2616

TELECOPIER (713) 223-3717

November 2, 1989

1200 TEXAS COMMERCE TOWER

2200 ROSS AVENUE

DALLAS, TEXAS 75201

(214) 220-4800

TELECOPIER (214) 220-4899

301 CONGRESS AVENUE

SUITE 1400

AUSTIN, TEXAS 78701

(512) 320-4111

TELECOPIER (512) 320-4161

237 PARK AVENUE
NEW YORK, NEW YORK 10017
(212) 455-9300
TELECOPIER (212) 986-7281

9-311A024

RECORDATION NO. 9685-A FILED 1488

NOV 7 1989 -2 55 AM

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MICROFILMING UNIT

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Documents for Recordation INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed two original copies of that Supplement Six to Security Agreement dated as of September 29, 1989 to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a supplement to that Security Agreement, a primary document, dated July 26, 1978, recorded under Recordation Nos. 9685, 9685-A, 9685-B, 9685-C and 9685-D. Inasmuch as this document involves the Substitution of the debtor, we request that it be cross-indexed under the names of both.

The names and addresses of the parties to the Security Agreement are as follows:

Debtors: Douglass Equipment and Leasing Company
2929 Allen Parkway, Suite 2500
Houston, Texas 77019

and

GLNX Corporation
25231 Grogan's Mill Road, Suite 500
The Woodlands, Texas 77380

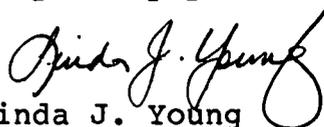
Lender: Texas Commerce Bank National Association
712 Main Street
Houston, Texas 77002

A description of the equipment covered by this document is attached hereto as Exhibit "A."

Secretary, Interstate Commerce
Commission
November 2, 1989
Page 2

A fee of \$15.00 is enclosed. Please return the originals
after recordation to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Linda J. Young".

Linda J. Young
For the Firm

Enc.
D/LJY/DOUG01

EXHIBIT A

GLNX Corporation Tank Cars

<u>Reporting Marks</u>	<u>Date of Manufacture</u>	<u>DOT Specifications</u>	<u>Description</u>
GLNX 24130	08/78	111A100W3	23.5M EC4FI GP TANK
GLNX 24131	08/78	111A100W3	23.5M EC4FI GP TANK
GLNX 24132	08/78	111A100W3	23.5M EC4FI GP TANK
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GLNX 24178 10/78 111A100W3 23.5M EC4FI GP TANK

GLNX 24179 10/78 111A100W3 23.5M EC4FI GP TANK

ExhibitA.DOC/JMHA:Fp5

Interstate Commerce Commission
Washington, D.C. 20423

11/7/89

OFFICE OF THE SECRETARY

Linda J. Young
Liddell Sapp Zivley Hill & Laboon
Texas Commerce Tower
Houston, Texas 77002

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/7/89 at 2:55pm and assigned recordation number(s). -9685-I

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

REGISTRATION NO 9685-14 FILED PER

NOV 7 1989 -2 55 AM

INTERSTATE COMMERCE COMMISSION

SIXTH SUPPLEMENT TO SECURITY AGREEMENT

THIS SIXTH SUPPLEMENT TO SECURITY AGREEMENT dated as of September 29, 1989, is made and entered into by and among DOUGLASS EQUIPMENT LEASING COMPANY, a Texas general partnership ("Delco"), GLNX CORPORATION, a Texas corporation ("GLNX"), and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party"), with respect to that Security Agreement dated as of July 26, 1978, as supplemented and amended from time to time thereafter (the "Security Agreement") by and between Delco and Secured Party.

W I T N E S S E T H:

WHEREAS, Section I of the Security Agreement created a security interest in the Collateral described in Section II of the Security Agreement to secure performance and payment of all obligations of Delco to Secured Party under that promissory note (the "Delco Note") made by Delco in favor of Lender dated July 26, 1978 in the original principal amount of \$1,900,000, and all renewals, extensions, refundings and modifications thereof; and

WHEREAS, Delco, GLNX and Secured Party have agreed that the outstanding principal balance of the Delco Note shall be increased as of even date herewith by the amount of the remaining

unpaid balance (the "Equus Note Balance") of that promissory note (the "Equus Note") dated December 30, 1981 duly executed by Equus Leasing Corporation, a Delaware corporation ("Equus"), in favor of Secured Party in the original principal amount of One Hundred Fifty-Eight Thousand Dollars (\$158,000) following a payment of One Hundred Thousand Dollars (\$100,000) to be made by GLNX on behalf of Equus on or about the date hereof;

WHEREAS, Delco has agreed to sell to GLNX, and GLNX has agreed to purchase from Delco, those certain 48 railroad tank cars which have been pledged to Secured Party as collateral for the Delco Note and the Equus Note, and Delco and GLNX in consideration of the consent of Secured Party to said transfer and sale of the Tank Cars (as hereinafter defined) and GLNX has agreed to assume the obligations of Delco to Secured Party under the Delco Note and the Security Agreement;

WHEREAS, by the terms and conditions of that Modification and Assumption Agreement (the "Assumption Agreement") dated of even date herewith, GLNX has assumed the obligations to Secured Party of Delco under the Delco Note, as increased by the Equus Note Balance and as the terms of such Delco Note are amended by the Assumption Agreement, and Secured Party has consented to such assumption by GLNX;

AND WHEREAS, the parties hereto desire to supplement and amend the Security Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Delco, GLNX and Secured Party hereby agree that those 48 railroad tank cars (the "Tank Cars") described on Exhibit "A" hereto incorporated herein by this reference secure the indebtedness of Delco to Secured Party with respect to the Delco Note, and following the transfer of ownership thereof from Delco to GLNX shall secure the indebtedness of GLNX with respect to the Delco Note, as such Delco Note is increased by the Equus Note Balance.

2. By its execution of this Sixth Supplement GLNX hereby assumes all liabilities and agrees to timely and faithfully perform all obligations of Delco under the Security Agreement, as amended hereby, and Secured Party hereby consents to such assumption, and Delco is hereby released from its obligations hereunder to Secured Party.

3. GLNX represents and warrants to Secured Party that there is no creditor of GLNX or any other third party who will acquire, by virtue of the purchase by GLNX of the Tank Cars, an interest that is superior to that of Secured Party in the Tank

Cars or any part thereof, including without limitation any interest in the income or proceeds resulting from the lease, sale or other disposition of the Tank Cars. GLNX hereby agrees to execute in favor of Secured Party such financing and continuation statements and other security instruments and papers as Secured Party may from time to time request in regard to the Tank Cars.

4. The Security Agreement, except as hereby supplemented and amended, remains in full force and effect, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

5. Unless otherwise defined herein terms used in this Supplement to Security Agreement have the same meaning herein as in the Security Agreement.

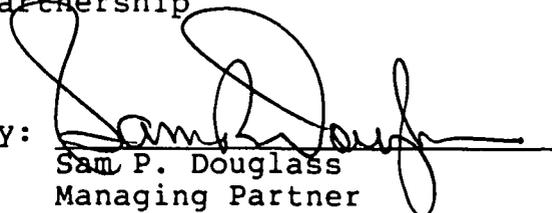
6. The terms "Security Agreement" and "Agreement" as used in the Security Agreement shall be construed to mean the Security Agreement as supplemented and amended by this Supplement to Security Agreement and all previous supplements and amendments.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers and representatives thereunto duly authorized, effective as of the date first written above.

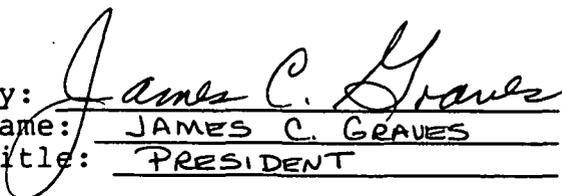
TEXAS COMMERCE BANK NATIONAL
ASSOCIATION, a national
banking association

By: 
Name: F. HALL WEBB
Title: Senior Vice President

DOUGLASS EQUIPMENT LEASING
COMPANY, a Texas general
partnership

By: 
Name: Sam P. Douglass
Title: Managing Partner

GLNX CORPORATION, a Texas
corporation

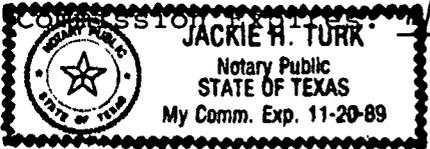
By: 
Name: JAMES C. GRAVES
Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF HARRIS §

On this 27TH day of OCTOBER, 1989, before me personally appeared F. HALL WEBB, to me personally known, who being by me duly sworn says that he is a SR. VICE PRESIDENT of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27TH day of October, 1989.

Jackie H. Turk
Notary Public in and for
the State of T E X A S

My Commission Expires: 11/20/89


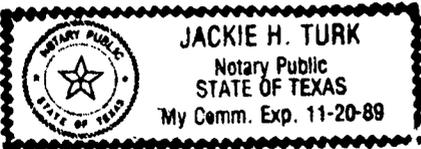
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SAM P. DOUGLASS, Managing Partner of Douglass Equipment Leasing Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the free act and deed of Douglass Equipment Leasing Company, a Texas general partnership, and that he executed the same as the act 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 27TH day of OCTOBER, 1989.

Jackie H. Turk
Notary Public in and for
the State of T E X A S

My Commission Expires: 11/20/89



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared JAMES C. GRAVES, to me personally known, who being by me duly sworn says that he is a PRESIDENT of GLNX CORPORATION, a Texas corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed and was the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27TH day of OCTOBER, 1989.

Jackie H. Turk
Notary Public in and for
the State of T E X A S

My Commission Expires: 11/20/89

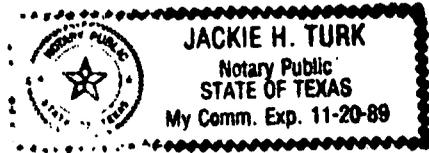


EXHIBIT A

Douglass Equipment Leasing Company

<u>Reporting Marks</u>	<u>Date of Manufacture</u>	<u>DOT Specifications</u>	<u>Description</u>
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