(5)

LIDDELL, SAPP, ZIVLEY, BROWN & LABOON

ATTORNEYS

500 GULF BUILDING

HOUSTON, TEXAS 77002

(713) 223-4151

TELEX 76-2616

DALLAS OFFICE
2300 DIAMOND SHAMROCK TOWER
DALLAS, TEXAS 75201
(214) 742-3232

AUSTIN OFFICE
1001 CITY NATIONAL BANK BUILDING
AUSTIN, TEXAS 78701
(512) 472-8111

RECORDATION NO. 8515-A Filed 1425

DEC 4 - 1981 -10 30 AM

INTERSTATE COMMERCE COMMISSION

December 2, 1981

1-384024

No.
DEC 4 1981
Date
Fee $ 10.00
ICC Washington, D. C.

Interstate Commerce Commission
12th and Constitution Avenue Northwest
Washington, D.C. 20243

Attention: Mildred Lee

Enclosed please find two executed originals of the Amendment and Renewal and Extension Agreement between Texas Commerce National Bank Association (the "Bank"), and Henry J. N. Taub, Individually and as Trustee for Henry J. N. Taub II, covering and affecting that certain Security Agreement by and between Henry J. N. Taub, Trustee for Henry J. N. Taub II and the Bank, duly filed for record with the Interstate Commerce Commission ("ICC") on October 7, 1976 under ICC recordation number 8515.

Enclosed also please find a check, payable to the ICC in the amount of $10.00.

Please deliver the recorded Amendment, Renewal and Extension Agreement to our client at the address specified below.

Please do not hesitate to call if you have any questions regarding the same.

Very truly yours,

Andrea L. Ferguson
For the Firm

ALF:dlm
Enclosures

xc: Texas Commerce Bank
National Association
712 Main Street
Houston, Texas 77002
Attention: David Thomas

RECORDATION NO. 8515-A Filed 1425

DEC 4 - 1981 · 10 30 AM

INTERSTATE COMMERCE COMMISSION

(5)

AMENDMENT, RENEWAL AND EXTENSION AGREEMENT

THIS AMENDMENT, RENEWAL AND EXTENSION AGREEMENT is dated effective as of August 31, 1981. The parties hereto are HENRY J.N. TAUB, AS CO-MAKER AND AS TRUSTEE FOR HENRY J.N. TAUB, II ("Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note ("Note") dated August 31, 1976, in the principal sum of One Hundred Ninety-One Thousand Fifty Dollars ($191,050.00) bearing interest at the rate therein stated, with the final stated maturity thereof being August 31, 1981.

The Note is secured, among other security, by a Security Agreement of even date with the Note from Henry J.N. Taub, Trustee for Henry J.N. Taub, II, as Debtor, to the Lender, as Secured Party, covering the collateral therein described. All liens and security interests securing payment of the Note are hereinafter collectively called the "Liens".

The Borrower and the Lender now desire to extend (or further extend) the stated final maturity date of the Note, to make certain other changes to the Note and to ratify and confirm that the Liens continue to secure the Note, as modified hereby.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. The unpaid principal balance of the Note is One Hundred Thousand Four Hundred Ninety-One Dollars and Forty-Four Cents ($100,491.44).

2. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until the maturity of the Note at the Stated Rate.

3. "Stated Rate" means a rate per annum equal to the Prime Rate from time to time in effect, provided, however, that if the Stated Rate ever exceeds the Highest Lawful Rate, the Stated Rate shall then and thereafter be fixed at a rate per annum equal to the Highest Lawful Rate then and from time to time thereafter in effect until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued had the Highest Lawful Rate at all times been equal to the Prime Rate from time to time in effect.

4. "Prime Rate" shall mean the prime rate as announced from time to time by the Lender and thereafter entered in the minutes of the Lender's Loan and Discount Committee.

5. "Highest Lawful Rate" shall mean the maximum rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum non-usurious interest rate. At all such times, if any, as Chapter One of the Texas Credit Code, as now in effect, shall establish the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One of the Texas Credit Code) from time to time in effect. Lender may from time to time, as to current and future balances, implement any other ceiling permitted by applicable law and/or revise any index, formula or provision of law used to compute the rate on the Note by notice to the Borrower, if and to the extent permitted by, and in the manner provided in, such law.

6. Without notice to the Borrower or any other person or entity, the Prime Rate and the Highest Lawful Rate shall each automatically fluctuate upward and downward as and in the amount by which said Lender's Prime Rate and the Highest Lawful Rate, respectively, fluctuate.

7. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on August 31, 1982.

8. The principal of the Note shall be due and payable as follows: in three equal quarterly installments of Four Thousand Seven Hundred Sixty-Six Dollars and Twenty-Four Cents ($4,766.24) each, the first of such installments to be due and payable on November 30, 1981 and a like installment to be due and payable on February 28, 1982 and on May 31, 1982; provided, however, that on August 31, 1982, a final installment in an amount equal to all principal then unpaid shall be due and payable. Accrued interest on the Note shall be due and payable concurrently with and in addition to the principal installments hereinabove provided.

9. All past due principal and interest on the Note shall bear interest at the Highest Lawful Rate, or only if applicable law shall not provide a maximum nonusurious rate, then at the Stated Rate plus five percent (5%) per annum.

10. The Liens are hereby ratified and confirmed as continuing to secure the payment of the Note as modified and extended hereby.

11. Nothing herein shall in any manner affect, impair or extinguish the Note or the Liens securing payment of the Note, and the Liens are not waived.

12. If any provision of the Note conflicts with the provisions hereof, the provisions of this Agreement shall control. Except as herein expressly modified, all terms of the Note are and shall remain in full force and effect.

13. This Agreement shall bind and benefit the parties hereto, including guarantors, and their respective successors and assigns, heirs and legal representatives.

14. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that (i) all loans evidenced by the Note are and shall be "business loans" as such term is used in the Depository Institutions Deregulation and Monetary Control Act of 1980, as amended, and (ii) such loans are for business, commercial, investment or other similar purpose and not

primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date first hereinabove set forth.

Henry J.N. Taub, as Co-maker
and as Trustee for Henry J.N.
Taub, II

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: _____
Name: S. David Thomas
Title: Vice-President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared HENRY J.N. TAUB, 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 and in the capacities therein stated.

GIVEN under my hand and seal of office, this the 18th day of NOVEMBER, 1981.

Susan Watson Jones
Notary Public in and for
the State of T E X A S

My Commission Expires:
SUSAN WATSON JONES
Notary Public, The State of Texas
My Commission Expires 9-2-84

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared J. David Thomas, 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 act of the said Texas Commerce Bank National Association, a national banking association, and that he executed the same as the act and deed of the said Texas Commerce Bank National Association for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 30th day of November, 1981.

Linda Wadenpfuhl
Notary Public in and for
the State of T E X A S

My Commission Expires:
LINDA WADENPFUHL
Notary Public, State of Texas
My Commission Expires 5-6-85