

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

REGISTRATION NO. 12022-B
MAR 8 1984 - 11 20 AM
INTERSTATE COMMERCE COMMISSION

February 16, 1984

P. O. Box 2558
Houston, Texas 77001

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

No. 4-068A140
MAR 8 1984
Date
Fee \$ 50.00

Attention: Room 2303

ICC Washington, D.C.

Re: Documents for Recording--Supplementation of Recordation
Nos. 12022 & 12022A (filed July 21, 1980) Secured
Party: Texas Commerce Bank National Association, 712
Main Street, Houston, Texas 77002 Debtor: Gene A.
Richardson, M.D., 4812 St. Andrews, Baytown, Texas 77520

Gentlemen:

Pursuant to the provisions of Sections 20(c) and 11303 of the
Interstate Commerce Act, 49 U.S.C. 11303, enclosed for
recordation are the original and two counterparts of a Renewal
and Extension Agreement prepared and executed in connection with
the above referenced matter.

The attached agreements as well as this cover letter,
evidence that the original note and the security therefor have
been renewed, extended and modified, but not extinguished.

Also enclosed please find a check in the amount of \$50.00
covering all necessary filing fees.

Please return the recorded documents to Brad B. Hawley, 3400
Texas Commerce Tower, Houston, Texas 77002.

If any questions remain with regard to this matter, please
contact the undersigned immediately.

Very truly yours,

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: [Signature]
Name: J. DAVID THOMAS
Title: VICE PRESIDENT

BBH/kdw
Enclosures

RECEIVED
MAR 8 11 23 AM '84
I.C.C. OPERATION BR.



3/8/84

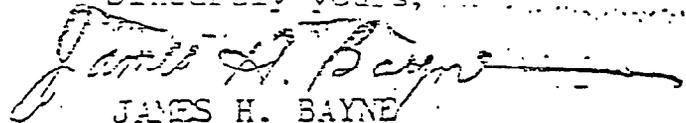
OFFICE OF THE SECRETARY

Brad B. Hawley
3400 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 **3/8/84** at **11:30am** and assigned re-
recording number(s). **12022-B**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

RECORDATION NO. 12022-B
MAR 8 1984 - 11 30 AM
INTERSTATE COMMERCE COMMISSION

RENEWAL AND EXTENSION AGREEMENT

THIS RENEWAL AND EXTENSION AGREEMENT is dated effective as of July 10, 1983. The parties hereto are GENE A. RICHARDSON, M.D., (the "Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

Gene A. Richardson, M.D. executed and delivered to the Lender a promissory note ("Original Note") dated July 3, 1980, in the principal sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) bearing interest at the rate therein stated, with the final stated maturity thereof being July 10, 1983. Occasionally the Original Note will be hereinafter referred to as the "Note".

The Note is secured, among other security, by a Security Agreement - Equipment (the "Original Security Agreement") of even date with the Original Note from the Borrower to the Lender filed for record July 21, 1980 with the Interstate Commerce Commission under Recordation Nos. 12022 and 12022-A, said Original Security Agreement covering among other collateral, five (5) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers: RTMX 13003, RTMX 13004; RTMX 13005, RTMX 13006, and RTMX 13007 (the "Original Equipment"), the total collateral for securing said Note, including the Original Equipment and all additions and accessions thereto, right to receive and collect and all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments becoming payable under the leases permitted by the Original Security Agreement or with respect to such Original Equipment and all accounts, chattel paper, and general intangibles with respect thereto and proceeds thereof and all rights to the and interest of Borrower in that certain Management Agreement by and between Richmond Leasing Company, a Delaware corporation, and the Borrower dated June 27, 1980 (the "Management Agreement").

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 Fifty-Seven Thousand Two Hundred Ninety Dollars and Fifty Cents (\$57,290.50).

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, plus one and one-half percent (1-1/2%) 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, plus one and one-half percent (1-1/2%).

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 nonusurious rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum nonusurious 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 the Lender's prime rate and said maximum nonusurious rate of interest, respectively, fluctuates.

7. The principal of this Note shall be payable in quarterly installments of \$5,208.33^{OK} each. The first such installment shall be due and payable on April 10, 1984, and a like installment shall be due and payable on the tenth day of each succeeding July, October, January and April thereafter until all principal of the Note shall have been fully paid and satisfied. Accrued and unpaid interest on the unpaid principal balance of the Note shall be due and payable contemporaneously with and in addition to each of said principal installments. Provided, however, that at the expiration of thirty-three (33) months from the date hereof, the final maturity of the Note, all principal of the Note and all accrued interest thereon shall be finally due and payable.

8. 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 of interest, then at the Stated Rate plus an additional five percent (5%) per annum.

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

10. 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.

11. 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.

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

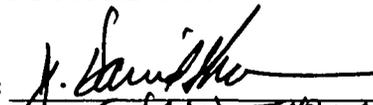
13. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that (i) all loans evidenced by the Note are and shall be "business loans" as such term is used in the Depository Institutions Deregulation and Monetary Control Act of 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.



GENE A. RICHARDSON, M.D.

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: 
Name: J. DAVID THOMAS
Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 16, 1984 by Gene A. Richardson, M.D.

Becky P. Guest
Notary Public in and for
the State of T E X A S
Printed Name: _____

My Commission Expires: _____
 BECKY P. GUEST
Notary Public in and for Harris County, Texas
My Commission Expires 4-22-84

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 2-16, 1984 by J. David Thomas, Vice President of Texas Commerce Bank National Association, a national banking association, on behalf of said association.

Pam Concienna
Notary Public in and for
the State of T E X A S
Printed Name: Pam Concienna

My Commission Expires: 6-5-84