

1-098A002

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

April 2, 1991

The Secretary
Interstate Commerce Commission
12th and Constitutional Avenue N.W.
Washington, D.C. 20423

P O Box 2558
Houston, Texas 77252-2558

17276

FILED MAR

APR 8 1991 8 55 AM

INTERSTATE COMMERCE COMMISSION

APR 9 8 18 AM '91

Attention: Ms. Mildred Lee, Room 2303

RE: Documents for Recording

Dear Secretary:

I have enclosed an original and one counter part of the document described below:

The document is a Security Agreement-Equipment conveying the tanks cars to Bob E. Atnip, granting to the Secured Party Defined below a security interest in the tank cars described below. The document is a primary document and dated March 22, 1991.

Security Agreement-Equipment

Debtor:

Bob E. Atnip
25231 Grogan's Mill Road, Suite 500
The Woodlands, Texas 77380

Secured Party:

Texas Commerce Bank National Association
P.O. Box 2552
Houston Texas 77252-2558

A description of the equipment as follows:

| <u>CAR NUMBER</u> | <u>DATE BUILT</u> | <u>DOT SPECIFICATION</u> | <u>CAPACITY</u> |
|-------------------|-------------------|--------------------------|-----------------|
| GLNX 24002 | 12/75 | 111A100W3 | 23,500-G |
| GLNX 33300 | 08/77 | 105J300W | 34,000-G |
| GLNX 33302 | 08/77 | 105J300W | 34,000-G |
| GLNX 33303 | 08/77 | 105J300W | 34,000-G |
| GLNX 33304 | 08/77 | 105J300W | 34,000-G |

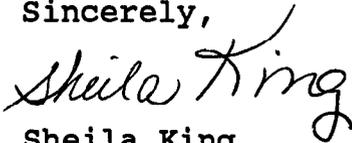
EACH CAR IS EQUIPPED WITH 100-TON ROLLER BEARING TRUCKS



Page 2

A fee of \$15.00 is enclosed. Please return the original and any extra copies no need by the Commission for recordation to Texas Commerce Bank National Association, P.O. Box 2558, Houston, Texas 77252-2558, attn: 4 TCBE 69. If you have any questions, feel free to call me at (713)-546-2313.

Sincerely,

A handwritten signature in cursive script that reads "Sheila King". The signature is written in dark ink and is positioned above the typed name.

Sheila King
Loan Documentation

Interstate Commerce Commission
Washington, D.C. 20423

4/10/91

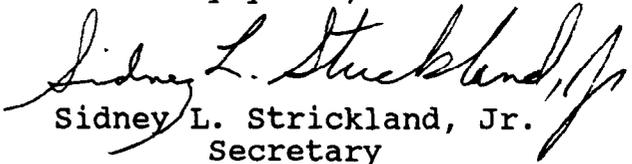
OFFICE OF THE SECRETARY

Shelia King-Loan
Documentation
Texas Commerce Bank National Association
P. O. Box 2558
Houston, Texas 77252-2558

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/8/91 at 8:25AM , and assigned recordation number(s). 17276.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SECURITY AGREEMENT -- EQUIPMENT

17276
REGISTRATION NO. FILED 1403

APR 8 1991 8 25 AM

INTERSTATE COMMERCE COMMISSION

BOB E. ATNIP, 25231 Grogan's Mill Road, Suite 500, The Woodlands, Texas 77380 hereinafter called "Debtor", and Texas Commerce Bank National Association, hereinafter called "Secured Party", agree as follows:

Section I. Creation of Security Interest.

In order to secure the prompt and unconditional payment of the indebtedness herein referred to and the performance of the obligations, covenants, agreements, and undertakings of Debtor herein described, Debtor hereby grants to Secured Party a security interest in one (1) 23,500 gallon railroad tank car, DOT specification 111A100W3, car number GLNX24002, and four (4) 34,000 gallon railroad tank cars, DOT specification 105J300W, car numbers GLNX33300, GLNX33302, GLNX33303, and GLNX33304; each car being equipped with 100 ton roller bearing trucks; all accessions and appurtenance thereto; and all renewals and replacements of and substitutions for any of the foregoing (hereinafter collectively called the "Collateral") and all products and proceeds of the Collateral (including, without limitation, all insurance and all claims for insurance effected or held for the benefit of Debtor or Secured Party in respect of the Collateral), together with all contract rights, accounts, and general intangibles of Debtor relating to or arising out of the lease of the Collateral. The inclusion of proceeds does not authorize Debtor to sell, dispose of, or otherwise use the Collateral in any manner not authorized herein.

Section II. Secured Indebtedness.

This Agreement is made to secure and enforce the payment and performance of all debts, obligations and liabilities of every kind and character of Debtor now or hereafter existing in favor of Secured Party, including, without limitation, that certain promissory note ("Note") of even date herewith, in the original principal sum of \$120,000.00, executed by Debtor, payable to the order of Secured Party, as the same may be amended, restated, or modified from time to time, whether such debts, obligations, or liabilities evidenced by the Note be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Secured Party or to a third party and subsequently acquired by Secured Party and whether such debts, obligations, or liabilities are evidenced by note, open account, overdraft, application for letter of credit, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Debtor may hereafter become indebted to Secured Party in further sum or sums, and all modifications, renewals, or extensions of or substitutions for, any of the foregoing. All such indebtedness is hereinafter sometimes called the "secured indebtedness" or the "indebtedness secured hereby".

Section III. Representations and Warranties.

Debtor represents, warrants, and covenants that Debtor is now in a solvent condition; that no bankruptcy or insolvency proceedings are pending or contemplated by or against Debtor; that all information, reports, statements, and other data furnished by Debtor to Secured Party prior to, contemporaneously with or subsequent to the execution of this Agreement or in connection with the indebtedness secured hereby are and shall be true and correct and do not and will not omit to state any fact or circumstance necessary to make the statements contained therein, not misleading; that Debtor is the lawful owner of good and marketable title to the Collateral and has good right and authority to grant a security interest in the Collateral; that the Collateral is free and clear from all security interest and encumbrances except the security interest evidenced hereby; that there is no financing statement (or similar statement or instrument of registration under the laws of any jurisdiction)

covering the Collateral or its proceeds on file in any public office; that the Collateral and the intended use thereof by Debtor comply with all applicable laws, rules, and regulations; that the Collateral is free from damage caused by fire or other casualty; that this Agreement constitutes the legal, valid, and binding obligation of Debtor enforceable against Debtor in accordance with its terms; that the execution, delivery, and performance of this Agreement do not and will not contravene or violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently in effect and applicable to Debtor or Debtor's or result in a breach of or constitute a default (with or without the giving of notice or the lapse of time or both) under any indenture or any loan, credit, or other agreement to which Debtor is a party or by which Debtor may be bound or affected; that the execution, delivery, and performance of this Agreement do not require the consent or approval of any person, including, without limitation, any regulatory body or governmental authority; that the Debtor will warrant and forever defend the title to the Collateral and its proceed against the claims of all persons whomsoever claiming or to claim the same or any part thereof; that the location of Debtor is the address set forth at the beginning of this Agreement and in this regard, Debtor's location is defined to mean (i) Debtor's place of business if Debtor has only one such place of business; (ii) Debtor's chief executive office if Debtor has more than one place of business; or (iii) Debtor's residence if Debtor has no place of business; that all of Debtor's books and records with regard to its accounts, contract rights, general intangibles and leases which are a part of the Collateral are maintained and kept at the address of Debtor set forth in this Agreement; that Debtor has never changed its name, whether by amendment of its organizational documents or otherwise; that no part of the Collateral is covered by a certificate of title or subject to any certificate of title law; and that no part of the Collateral consists or will consist of consumer goods, farm products, timber, minerals and the like (including oil and gas), or accounts resulting from the sale thereof.

Section IV. Covenants.

4.1. So long as the indebtedness secured hereby or any part thereof remains unpaid, Debtor covenants and agrees with Secured Party as follows:

(a) Debtor shall make prompt payment, as the same becomes due, of all indebtedness secured hereby in accordance with the terms and provisions of the agreements evidencing such indebtedness.

(b) Debtor will cause the Collateral to be maintained and operated in a good and workmanlike manner and in accordance with all applicable laws and rules, regulations, and orders promulgated by all duly constituted authorities. Debtor will not use, or all the use of, the Collateral in any manner which constitutes a public or private nuisance or which makes void, voidable or cancellable, or increases the premium of, any insurance then in force with respect thereto. Debtor will not do or suffer to be done any act whereby the value of any part of the Collateral may be lessened. Debtor will allow Secured Party or its authorized representative to inspect the Collateral and Debtor's books and records pertaining thereto and Debtor will assist Secured Party or said representative in whatever way necessary to make such inspection. If Debtor receives notice from any federal, state, or other governmental entity that the Collateral is not in compliance with any applicable law, rule, regulation, or order, Debtor will promptly furnish a copy of such notice to Secured Party.

(c) Debtor will cause all debts and liabilities of any character, including without limitation all debts and liabilities for labor, material, and equipment, incurred in the installation, maintenance, and operation of the Collateral to be promptly paid.

(d) Debtor will cause to be paid prior to delinquency all taxes and assessments heretofore or hereafter levied or assessed against the Collateral, or any party thereof, or against the Secured Party for or on account of the indebtedness secured hereby or the interest created by this Agreement and will furnish Secured Party with receipts showing payment of such taxes and assessments at least ten (10) days prior to the applicable default date therefor.

(e) Debtor will keep the Collateral in good order, repair, and operating condition, causing all necessary repairs, renewals, replacements, additions, and improvements to be promptly made, and will not allow the Collateral to be misused, abused or wasted, or to deteriorate, except for the ordinary wear and tear of its intended primary use. Debtor will promptly replace all worn-out or obsolete fixtures or personal property covered by this Agreement with fixtures or personal property comparable to the replaced fixtures or personal property when new.

(f) Debtor will keep the Collateral insured in an amount equal to the full insurable value thereof against loss or damage by fire, theft, collision, and other hazards as may be required by Secured Party by policies of fire, extended coverage, and other insurance in such company or companies, in such amounts, upon such terms and provisions, and with such endorsements, all as may be acceptable to Secured Party. Such insurance policies shall also contain a standard mortgagee's indorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for ten (10) days written minimum cancellation notice to Secured Party. All drafts or instruments of any kind evidencing payment under any such insurance policies which come into the possession of Debtor shall be immediately delivered to Secured Party. No such policies shall be payable to any party other than Secured Party and Debtor. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Duplicate originals of all policies, verifications, binders, and cover notes covering any of the Collateral shall be delivered to the Secured Party upon demand. 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.

(g) If the validity or priority of this Agreement or of any rights, titles, security interests, or other interests created or evidenced hereby shall be attacked, endangered, or questioned, or if any legal proceedings are instituted with respect thereto, Debtor will give prompt written notice thereof to Secured Party and at Debtor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, and Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the rights, titles, security interest, and other interests created or evidenced hereby, and all expenses so incurred of every kind and character shall be a demand obligation owing by Debtor and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(h) Debtor will, on request of Secured Party, (i) promptly correct any defect, error, or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver, and record or file such further instruments (including without limitation further security agreements, financing statements, and continuation statements) and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purposes of this Agreement and such other instruments and to subject to the security interest hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Collateral; and (iii) execute, acknowledge, deliver, procure, and record or file any document or instrument (including specifically any financing statement) deemed advisable by Secured Party to protect the security interest hereunder against the rights or interest of third persons, and Debtor will pay all costs connected with any of the foregoing.

(i) Notwithstanding the security interest in proceeds granted herein, except for those leases contemplated in the Management Agreement dated January 1, 1989, by and between Debtor and GLNX Corporation, Debtor will not sell, lease, exchange, lend, rent, assign, transfer, or otherwise dispose of all or any part of the Collateral or any interest therein or permit the title to the Collateral, or any interest therein, to be vested in any other party, in any manner whatsoever, by operation of law or otherwise, without the prior written consent of Secured Party.

(j) Debtor will pay all appraisal fees, filing fees, taxes, brokerage fees and commissions, Uniform Commercial Code search fees, escrow fees, attorney's fees, and all other costs and expenses of every character incurred by Debtor or Secured Party in connection with the secured indebtedness, and will reimburse Secured Party for all such costs and expenses incurred by it. Debtor shall pay all expenses and reimburse Secured Party for any expenditures, including attorney's fees and legal expenses, incurred or expended in connection with Secured Party's exercise of any of its rights and remedies hereunder or Secured Party's protection of the Collateral and its security interest therein. Any amount to be paid hereunder by Debtor to Secured Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest from date of expenditure until paid at the same rate as is provided in the Note for interest on past due principal (herein called the "Past Due Rate").

(k) Debtor shall account fully and faithfully for and, if Secured Party so elects, shall promptly pay or turn over to Secured Party the proceeds in whatever form received from disposition in any manner of any of the Collateral, whether the indebtedness secured hereby is mature or not, the order and method of application to be in the sole discretion of Secured Party, except as otherwise specifically authorized herein. Debtor shall at all times keep the Collateral and its proceeds separate and distinct from other property of Debtor and shall keep accurate and complete records of the Collateral and its proceeds.

(l) The Collateral will be used in the business of Debtor and shall remain in Debtor's possession or control at all times at Debtor's risk of loss at Debtor's location as stated herein and at such other places as Debtor may specify in writing to Secured Party.

(m) Debtor will not change its address, location, name, or identity structure without notifying Secured Party of such change in writing at least thirty (30) days prior to the effective date of such change and unless Debtor shall have taken such action, satisfactory to Secured Party, to have caused the security interest of Secured Party in the Collateral to be at all times fully perfected and in full force and effect.

(n) Debtor shall furnish Secured Party all such information as Secured Party may request with respect to the Collateral.

(o) 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 or should Secured Party deem payment of Debtor's obligations to Secured Party to be insecure, 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 Postal Service addressed to the address of Debtor shown in this Agreement.

4.2. Debtor agrees that, if Debtor fails to perform any act or to take any action which hereunder Debtor is required to perform or take, or to pay any money which hereunder Debtor is required to pay, Secured Party, in Debtor's name or in its own name, may but shall not be obligated to perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Secured Party, and any money so paid by Secured Party and Secured Party, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts due and owing by Debtor to Secured Party pursuant to this Agreement shall bear interest from the date such amount becomes due until paid at the Past Due Rate and shall be a part of the secured indebtedness and shall be secured by this Agreement and by any other instrument securing the secured indebtedness.

Section V. Events of Default.

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (hereinafter called "Event of Default"):

(a) Debtor shall fail to pay or prepay any principal of or interest on the Note or any other indebtedness secured hereby as and when due; or

(b) Debtor shall fail to pay at maturity, or within any applicable period of grace, any principal of or interest on any other obligation or shall fail to observe or perform any term, covenant, or agreement contained in any agreement or obligation by which Debtor is bound for such a period of time as would accelerate, or would permit the holder thereof, or of any obligation issued thereunder, to accelerate, the maturity thereof, or of any such obligation; or

(c) Debtor shall be in default under or in violation of any law, statute, ordinance, decree, requirement, order, judgment, rule or regulation (or interpretation of any of the foregoing) of the United States of America, any State of the United States or any political subdivision of any of the foregoing, or of any agency, department, commission, board, bureau, or court having jurisdiction over Debtor or its assets or property; or

(d) Any representation or warranty made in connection with the execution and delivery of this Agreement, the note evidencing the indebtedness secured hereby or any other instrument now or hereafter securing the indebtedness secured hereby or in any certificate furnished in connection with such indebtedness shall prove to have been incorrect, false or misleading on the date as of which made; or

(e) Default shall occur in the punctual and complete performance of any covenant of Debtor or any other person contained in the note evidencing the indebtedness secured hereby, the Agreement, or in any other instrument now or hereafter securing or guaranteeing the indebtedness secured hereby; or

(f) Final judgment or judgments in the aggregate for the payment of money in excess of \$100,000.00 shall be rendered against Debtor and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed; or

(g) Debtor or any other person shall claim, or any court shall find or rule, that Secured Party does not have a valid lien on any security which may have been provided by Debtor or such other person for the indebtedness secured hereby; or

(h) The sale, encumbrance, or abandonment (except as otherwise expressly permitted by this Agreement) of any property now or hereafter covered by this Agreement or any other instrument now or hereafter securing the indebtedness secured hereby; or the making of any levy, seizure, or attachment thereof or thereon; or the loss, theft, substantial damage, or destruction of any such property; or

(i) The occurrence of an Event of Default under any other instrument now or hereafter securing or guaranteeing the indebtedness secured hereby; or

(j) Debtor shall make a general assignment for the benefit of creditors or shall petition or apply to any tribunal for the appointment of a trustee, custodian, receiver, or liquidator of all or any substantial part of its business, estate, or assets or shall commence any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debit, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect; or

(k) Any such petition or application shall be filed or any such proceeding shall be commenced against Debtor and Debtor by any act or omission shall indicate approval thereof, consent thereto, or acquiescence therein, or an order shall be entered appointing a trustee, custodian, receiver, or liquidator of all or any substantial part of the assets of Debtor or granting relief to Debtor or approving the petition in any such proceeding, and such order shall remain in effect for more than thirty (30) days; or

(l) Debtor shall fail generally to pay its debts as they become due, or suffer any writ of attachment or execution or any similar process to be issued or levied against it or substantially all of its property which is not released, stayed, bonded, or vacated within thirty (30) days after its issue or levy; or

(m) The death of Debtor of the sale, conveyance, lease, or other disposition of a substantial part of the assets of Debtor; or

(n) A material adverse change shall occur in the assets, liabilities, financial condition, business, operations, affairs, or circumstances of Debtor; or

(o) Debtor shall have concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay, or defraud its creditors or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance, or similar law; or shall have made any transfer of its property to or for the benefit

of a creditor at a time when other creditors similarly situated have not been paid; or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof; or

(p) Secured Party shall reasonably and in good faith deem repayment of the secured indebtedness to be insecure.

Section VI. Remedies in Event of Default.

6.1. Upon the occurrence of an Event of Default or if Secured Party shall deem payment of Debtor's obligations to Secured Party to be insecure, and at any time thereafter, Secured Party shall have the option of declaring, without notice to any person, all indebtedness secured hereby, principal and accrued interest, to be immediately due and payable.

6.2. Upon the occurrence of an Event of Default or if Secured Party shall deem payment of Debtor's obligations to Secured Party to be insecure, and at any time thereafter, Secured Party is authorized to take possession of the Collateral and of all books, records, and accounts relating thereto and to exercise without interference from Debtor any and all rights which Debtor has with respect to the management, possession, operation, protection, or preservation of the Collateral, including the right to rent the same for the account of Debtor and to deduct from such rents all costs, expenses, and liabilities of every character incurred by Secured Party in collecting such rents and in managing, operating, maintaining, protecting, or preserving the Collateral and to apply the remainder of such rents on the indebtedness secured hereby in such manner as Secured Party may elect. All such costs, expenses, and liabilities incurred by Secured Party in collecting such rents, in managing, operating, maintaining, protecting, or preserving the Collateral and to apply the remainder of such rents on the indebtedness secured hereby in such manner as Secured Party may elect. All such costs, expenses, and liabilities incurred by Secured Party in collecting such rents, in managing, operating, maintaining, protecting, or preserving such properties, if not paid out of rents as hereinabove provided, shall constitute a demand obligation owing by Debtor and shall bear interest from the date of expenditure until paid at the Past Due Rate, all of which shall constitute a portion of the secured indebtedness. If necessary to obtain the possession provided for above, Secured Party may invoke any and all legal remedies to dispossess Debtor, including specifically one or more actions for forcible entry and detainer. In connection with any action taken by Secured Party pursuant to this paragraph, Secured Party shall not be liable for any loss sustained by Debtor resulting from any failure to let the Collateral, or any part thereof, or from other act or omission of the Secured Party in managing the Collateral unless such loss is caused by the willful misconduct and bad faith of Secured Party, nor shall Secured Party be obligated to perform or discharge any obligation, duty, or liability under any lease agreement covering the Collateral or any part thereof or under of by reason of this instrument or the exercise of rights or remedies hereunder.

6.3. Upon the occurrence of an Event of Default or if Secured Party shall deem payment of Debtor's obligations to Secured Party to be insecure, and at any time thereafter, Secured Party shall have all the rights of a secured party after default under the Uniform Commercial Code of Texas and in conjunction with, in addition to, or in substitution for those rights and remedies:

(a) Secured Party may enter upon Debtor's premises to take possession of, assemble, and collect the Collateral or to render it unusable; and

(b) Secured Party may required Debtor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral; and

(c) written notice mailed to Debtor as provided herein ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(d) it shall not be necessary that the Secured Party take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this paragraph is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; and

(e) prior to application of proceeds of disposition of the Collateral to the secured indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the attorneys' fees and legal expenses incurred by Secured Party, Debtor to remain liable for any deficiency; and

(f) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than whole of the Collateral shall be less that the aggregate of the indebtedness secured hereby, this Agreement and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and

(g) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and

(h) any and all statements of fact or other recitals made in any bill of sale, or assignment, or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the indebtedness, or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place, and terms of sale and the properties to be sold having been duly given, as to any other act or thing having been duly done by Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(i) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party.

7.3. Secured Party may at any time and from time to time in writing (a) waive compliance by Debtor with any covenant herein made by Debtor to the extent and in the manner specified in such writing; (b) consent to Debtor's doing any act which hereunder Debtor is prohibited from doing, or consent to Debtor's failing to do any act which hereunder Debtor is required to do, to the extent and in the manner specified in such writing; or (c) release any part of the Collateral, or any interest therein, from the security interest of this Agreement; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other instrument now or hereafter securing the payment of the secured indebtedness, without impairing or releasing the liability of any other party. No such act shall in any way impair the rights of Secured Party hereunder except to the extent specifically agreed to by Secured Party in such writing.

7.4. The security interest and other rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party, including but not limited to (a) any renewal, extension, or modification which Secured Party may grant with respect to any secured indebtedness, (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Secured Party may grant in respect of any item of the Collateral, or any part thereof or any interest therein, or (c) any release or indulgence granted to any indorser, guarantor or surety of any secured indebtedness.

7.5. Secured Party may call at Debtor's place or places of business at intervals to be determined by Secured Party and, without hindrance or delay, inspect, audit, check, and make extracts from and copies of the books, records, journals, orders, receipts, correspondence, and other data relating to the Collateral or to any transaction between Debtor and Secured Party, and Debtor shall assist Secured Party in making any such inspection.

7.6. A carbon, photographic, or other reproduction of this Agreement or of any financing statement relating to this Agreement shall be sufficient as a financing statement.

7.7. Debtor will cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded, and refiled in such manner and in such places as Secured Party shall request and will pay all such recording, filing, re-recording and refiling taxes, fees, and other charges.

7.8. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such successor or successors in interest with reference to this Agreement and to the indebtedness secured hereby in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or upon the indebtedness secured hereby. No sale of the Collateral, and no forbearance on the part of Secured Party and no extension of the time for the for the payment of the indebtedness secured hereby given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor hereunder for the payment of the indebtedness secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby, except as agreed to in writing by Secured Party.

7.9. To the extent that proceeds of the secured indebtedness are used to pay indebtedness secured by an outstanding lien, security interest, charge, or prior encumbrance against the Collateral, such proceeds have been advanced by Secured Party at Debtor's request and Secured Party shall be subrogated to any and all rights, security interest and liens owned by any owner or holder of such outstanding liens, security interests, charges, or encumbrances are released.

7.3. Secured Party may at any time and from time to time in writing (a) waive compliance by Debtor with any covenant herein made by Debtor to the extent and in the manner specified in such writing; (b) consent to Debtor's doing any act which hereunder Debtor is prohibited from doing, or consent to Debtor's failing to do any act which hereunder Debtor is required to do, to the extent and in the manner specified in such writing; or (c) release any part of the Collateral, or any interest therein, from the security interest of this Agreement; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other instrument now or hereafter securing the payment of the secured indebtedness, without impairing or releasing the liability of any other party. No such act shall in any way impair the rights of Secured Party hereunder except to the extent specifically agreed to by Secured Party in such writing.

7.4. The security interest and other rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party, including but not limited to (a) any renewal, extension, or modification which Secured Party may grant with respect to any secured indebtedness, (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Secured Party may grant in respect of any item of the Collateral, or any part thereof or any interest therein, or (c) any release or indulgence granted to any indorser, guarantor or surety of any secured indebtedness.

7.5. Secured Party may call at Debtor's place or places of business at intervals to be determined by Secured Party and, without hindrance or delay, inspect, audit, check, and make extracts from and copies of the books, records, journals, orders, receipts, correspondence, and other data relating to the Collateral or to any transaction between Debtor and Secured Party, and Debtor shall assist Secured Party in making any such inspection.

7.6. A carbon, photographic, or other reproduction of this Agreement or of any financing statement relating to this Agreement shall be sufficient as a financing statement.

7.7. Debtor will cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded, and refiled in such manner and in such places as Secured Party shall request and will pay all such recording, filing, re-recording and refiling taxes, fees, and other charges.

7.8. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such successor or successors in interest with reference to this Agreement and to the indebtedness secured hereby in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or upon the indebtedness secured hereby. No sale of the Collateral, and no forbearance on the part of Secured Party and no extension of the time for the for the payment of the indebtedness secured hereby given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor hereunder for the payment of the indebtedness secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby, except as agreed to in writing by Secured Party.

7.9. To the extent that proceeds of the secured indebtedness are used to pay indebtedness secured by an outstanding lien, security interest, charge, or prior encumbrance against the Collateral, such proceeds have been advanced by Secured Party at Debtor's request and Secured Party shall be subrogated to any and all rights, security interest and liens owned by any owner or holder of such outstanding liens, security interests, charges, or encumbrances are released.

7.10. If any part of the secured indebtedness cannot be lawfully secured by this Agreement or if any part of the Collateral cannot be lawfully subject to the security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this Agreement.

7.11. Secured Party may assign this Agreement so that the assignee shall be entitled to the rights and remedies of Secured Party hereunder and in the event of such assignment, Debtor will assert no claims or defenses it may have against the assignee except those granted in this Agreement.

7.12. Any notice, request, demand, or other communication required or permitted hereunder shall be given in writing by delivering same in person to the intended addressee, or by United States Postal Service, postage prepaid, registered, or certified mail, return receipt requested, or by prepaid telegram (provided that such telegram is confirmed by mail in the manner previously described), sent to the intended addressee at the address shown herein, or to such different address as the addressee shall have designated by written notice sent in accordance herewith and actually received by the other part at least ten (10) days in advance of the date upon which such change of address shall be effective.

7.13. This Agreement shall be binding upon Debtor, and the heirs, devisees, administrators, executives, personal representatives, successors, receivers, trustees and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall inure to the benefit or Secured Party and the successors and assigns of Secured Party.

7.14. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

7.15. Secured Party may, by any employee or employees it designates, execute, sign, indorse, transfer, or deliver in the name of Debtor notes, checks, drafts, or other instruments for the payment of money and receipts or other documents necessary to evidence, perfect and realize upon the security interests and obligations of this Agreement.

7.16. The term "Debtor" as used in this Agreement shall be construed as singular or plural to correspond with the number of persons executing this Agreement as Debtor. The pronouns used in this Agreement are in the masculine and neuter genders, but shall be construed as feminine, masculine, or neuter as occasion may require. "Secured Party" and "Debtor" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, successors, receivers, trustees and assigns of those parties.

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

7.18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

7.19. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A "LOAN AGREEMENT" AS DEFINED IN SECTION 26.02(a) OF THE TEXAS BUSINESS & COMMERCE CODE, AND REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the 22 day of March, 1991.

Bob E. Atnip
BOB E. ATNIP

"DEBTOR"

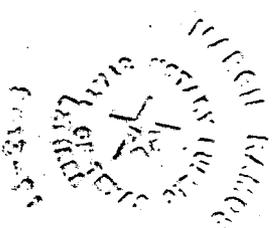
TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By: Dave Martin
Name: DAVE MARTIN
Title: VICE PRESIDENT

"SECURED PARTY"

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22 day of MARCH, 1991, by Bob E. Atnip.



Margie Ramos
Notary Public in and for the State of TEXAS

Printed Name: Margie Ramos

My Commission Expires: 9-13-91

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22 day of March, 1991, by DAVE MARTIN vice president of Texas Commerce Bank National Association, a national banking association, on behalf of said banking association.



Margie Ramos
Notary Public in and for the State of TEXAS

Printed Name: MARGIE RAMOS

My Commission Expires: 9-13-91

MANAGEMENT AGREEMENT

This management agreement ("Agreement") by and between GLNX Corporation, a Texas Corporation ("GLNX"), having its principal place of business in The Woodlands, Texas and Bob Atnip ("Owner"), a resident of Spring, Texas.

W I T N E S S E T H:

Whereas, Owner is the owner of the railway equipment listed in the attached Exhibit "A" (the "Railway Equipment"), and is desirous of entering into the following Agreement with GLNX, whereby GLNX will manage the Railway Equipment pursuant to the terms and conditions hereof; and

Whereas, GLNX is desirous of undertaking the management of the Railway Equipment pursuant to the terms and conditions hereof;

Now, therefore, in consideration of the premises and the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I APPOINTMENT

1. Owner hereby appoints GLNX to manage and otherwise supervise the operation of the Railway Equipment in the name of the Owner, or in the name of GLNX, but for the account and on behalf of the Owner pursuant and subject to the terms and conditions set forth in this Agreement.

2. GLNX hereby accepts the appointment set forth in Paragraph 1 of this Article I and agrees to perform the duties and obligations set forth herein. Owner acknowledges and agrees that, whereas GLNX has accepted the responsibility of managing the Railway Equipment, except as specifically set forth herein to the contrary or as provided by law, GLNX shall have the sole function and operative judgement, to be exercised in a reasonable manner, for the leasing, operation and management of the Railway Equipment and for establishing and implementing policies and standards affecting the Railway Equipment or the operation, maintenance or repair thereof. GLNX shall be entitled to rely upon written or oral instructions received from Owner as to any and all acts to be performed by GLNX.

ARTICLE II OWNER'S COVENANTS AND RESPONSIBILITIES

1. Owner does hereby deliver and release to GLNX the Railway Equipment for the management thereof by GLNX, and GLNX acknowledges delivery and receipt thereof.

2. Except as provided below, Owner shall be responsible for the payment of all expenses incurred in connection with the ownership of the Railway Equipment, including ad valorem and other taxes, all contract and AAR repair charges, freight, excess mileage equalization cost, storage, design changes and other modifications required by governmental or industry regulations or technological changes, repairs due to latent defects, periodic inspection costs, insurance premiums, deductibles under insurance policies, cleaning, and other expenses, levies or charges, including the Management Fee (as defined in Article V hereof), incurred in connection with the Railway Equipment and the operation and leasing thereof (all of which shall hereinafter be sometimes collectively referred to as the "Expenses").

3. Owner agrees to pay a portion of the aggregate ad valorem, gross receipts, property, or similar taxes levied against all tank cars (including the Railway Equipment) managed or owned by GLNX (the GLNX Fleet) in an amount equal to the percentage which the lease fees (as defined in Paragraph 1 of Article III) earned by the Railway Equipment are of the gross rental and service charges earned by all rail cars in the GLNX Fleet.

4. If the lease fees (as defined in Paragraph 1 of Article III) earned by the Railway Equipment are less than the expenses incurred or reasonably foreseeable in connection with the operation and management of the Railway Equipment hereunder, GLNX will so advise the Owner in the quarterly report provided for under Article III, Paragraph 8 hereof including the amount of such deficiency and, if requested by GLNX, Owner will remit to GLNX within ten days of receipt of the quarterly report the amount of such deficiency.

5. Owner agrees to cooperate fully with GLNX and to provide all assistance reasonably requested by GLNX to carry out its obligations hereunder. This shall include, subject to the provisions of Article VI hereof, full cooperations and assistance in any lawsuit or other similar matter or proceeding before any court of agency.

ARTICLE III GLNX'S COVENANTS AND RESPONSIBILITIES

In consideration of the management fee provided for hereunder, GLNX agrees to utilize reasonable time and efforts to:

1. Collect the rental and service charges earned by the Railway Equipment (the "Lease Fees") and to enforce the provisions of the Lease Agreement. Such duties shall not, however, be deemed to include the filing of a suit to collect such Lease Fees and other expenses, although GLNX may elect to do so at its option but at the expense of Owner, subject to the provisions of Article VI hereof.

2. Use its best efforts to obtain leases for the Railway Equipment (including renewal options) and maintain the Railway

Equipment under lease throughout the term of this Agreement. GLNX shall execute any such lease in the name of GLNX but for the account and on behalf of the Owner.

3. Comply with the terms and conditions of any lease agreements to which the Railway Equipment is subject during the term hereof. It is understood, however, that before GLNX shall be obligated to comply with any lease, such lease and/or amendments must be approved, in writing, by GLNX.

4. Make all required registration and other filings with the Interstate Commerce Commission, the Association of American Railroads, the Department of Transportation and any other governmental or industry authority.

5. File applicable ad valorem and other tax returns and pay, from the Lease Fees or from funds advanced by Owner, all such taxes due, in accordance with the provisions of Article II, Paragraph 3. GLNX may, however, retain during each calendar year of the term of this Agreement, an amount equal to three percent of the Lease Fees received during that calendar year to cover such taxes, but will, within 90 days following the end of each calendar year, remit to Owner any amounts not required for such taxes.

6. Maintain adequate books and records sufficient to account properly for the Lease Fees, expenses and other such items applicable to the Railway Equipment.

7. Contract for or otherwise obtain all repair and/or maintenance work on the Railway Equipment considered necessary by GLNX, such repair and/or maintenance work to be paid for by GLNX, subject to the provisions of Article II, Paragraph 2.

8. Provide periodic reports to Owner on a quarterly basis (the "Quarterly Reports") which shall set forth the Lease Fees derived from the use of the Railway Equipment, as well as expenses incurred or that are reasonably foreseeable to be incurred in connection with the Railway Equipment. The Quarterly Reports shall be for the quarters ending March 31, June 30, September 30, and December 31, and will be delivered to Owner as promptly as is reasonably possible. Should the Lease Fees exceed the expenses incurred in connection with the Railway Equipment, payment of the excess (except for any amount retained under Paragraph 5 and this Paragraph 8 of Article III) shall accompany the Quarterly Report. Should expenses (incurred or reasonably foreseeable) exceed the Lease Fees for the period in question, the Quarterly Report will set forth the amount to be remitted by Owner to GLNX, if requested. It is understood that GLNX shall be under no obligation to advance funds for payment of the expenses, regardless of the results of the nonpayment thereof. It is further understood that GLNX shall have the authority to retain portions of Lease Fees that exceed actual expenses incurred to cover future expenses that can be reasonably foreseen to exceed Lease Fees for the applicable future period or periods. Such retention of Lease Fees shall be accomplished on a reasonable basis and in such a manner as to minimize the effect

that such retention shall have on cash distributions, if any, made to Owner. No assessment for cash deficiencies shall be made to Owner, however, to the extent of unremitted mileage credits held by GLNX.

9. Maintain liability and property damage insurance coverage on the Railway Equipment in amounts and against risk normally insured by GLNX on cars which it owns or manages. GLNX shall furnish certificates of insurance on all such insurance policies to Owner annually and within a reasonable period of time following the date of any policy change or renewal. Any additional insurance desired by Owner shall be obtained by Owner at Owner's expense.

10. Reasonably pursue any and all warranties or other claims against manufacturers, users, lessees, railroads and other parties on behalf of Owner. Such duties shall not, however, be deemed to include the filing of suit, although GLNX may elect to do so at its option, but at the expense of Owner, subject to the provisions of Article VI.

ARTICLE IV TERM AND TERMINATION

1. Subject to the Paragraph 2 of this Article IV, the term of this Ag

reement shall be for a period of sixty (60) months commencing with the effective date hereof, and shall automatically terminate at the expiration of such term.

2. Except as otherwise provided in this Agreement, the Owner may terminate this Agreement by giving GLNX written notice of termination not less than three months prior to the termination date designated in such notice; provided, however, if Owner shall owe GLNX any amounts under this Agreement, the Owner may not terminate this Agreement as to any of the Railway Equipment until all such amounts have been paid. GLNX shall, at its option, be entitled to continue to lease and otherwise operate and manage the Railway Equipment and retain any and all Lease Fees received therefrom until all amounts outstanding and/or subsequently incurred in connection with such continued leasing of the Railway Equipment have been paid.

3. Except as otherwise provided in Article IV, Paragraph 4, should either party default under its obligations set forth herein, the sole and exclusive remedy of the other party shall be to advise the defaulting party of such default, and should such default not be corrected within 30 days of such notification, the aggrieved party may, at its option, immediately terminate this Agreement; provided, that the Owner shall (in addition to the foregoing) preserve and retain any rights the Owner might have at law or in equity if GLNX defaults in its obligations under Article III, Paragraph 9, or if GLNX's actions constitute gross negligence or willful misconduct.

4. Neither GLNX nor the Owner shall, by reason of the expiration or the termination of this Agreement in accordance with the terms and provisions hereof, be liable to the other for compensation, reimbursement or damages, either on account of present or prospective profits or on account of expenditures, investments or commitments made in connection therewith or in connection with establishment, development or maintenance of the business or goodwill of GLNX or the Owner, or on account of any other cause or thing whatsoever; provided, however, that such expiration or termination shall not affect the rights or liabilities of the parties with respect to any indebtedness owing to either party to the other. If at the termination date any Railroad Equipment is subject to an existing lease, GLNX will use reasonable efforts to either secure termination of such lease or substitute other equipment without cost to Owner so that the leased Railroad Equipment may be returned to the Owner. If GLNX is unable to either secure termination of the lease or return of the Railroad Equipment to the Owner within 60 days following the termination date, it will assign to the Owner all such existing leases, provided that the Owner agrees in writing to assume all obligations of the Lessor under any such assigned lease and agrees to indemnify and hold harmless GLNX from any loss, damage, or expense resulting from any failure on the part of the Owner to fully perform the lease. Except as may be otherwise expressly set forth herein, upon the expiration or termination of this Agreement, all obligations of the parties shall immediately cease. GLNX shall, however, provide reasonable assistance to Owner in transferring to Owner, all at Owner's expense and upon Owner's request, all records, data and other information relating to the Railway Equipment and in assisting Owner in the implementation of such records, data and information into Owner's operations.

ARTICLE V MANAGEMENT FEE

In consideration of the services of GLNX hereunder, Owner shall pay to GLNX a management fee of ten percent (10%) of the lease fee collected for each railway car included in the Railway Equipment (the "Management Fee"). The Management Fee shall be deducted from the remittance due quarterly to Owner as otherwise provided herein.

ARTICLE VI LEGAL ACTIONS

GLNX will give written notice to Owner at least 10 days prior to the institution of legal proceeds by GLNX or not more than 10 days after being served with process in any legal proceedings against GLNX involving the Railway Equipment. Unless otherwise directed in writing by Owner, GLNX may, at its option, institute or defend, in its own name or in the name of Owner, or both, but not against each other, and in all events at the expense of the Owner, any and all legal actions or proceedings it considers necessary hereunder, including those to collect charges, rents, claims or other income for the Railway Equipment, or lawfully oust

or dispossess lessees or other persons in possession thereof, or lawfully cancel, modify or terminate any lease, license or concession agreement for the breach thereof of default by a lessee, licensee or concessionaire to take any and all necessary actions to protest or litigate to a final decision in any appropriate court or other forum any violation, order, rule, regulation, suit, claim or other matter affecting the Railway Equipment. GLNX shall keep Owner currently advised of all legal proceedings and Owner reserves the right to direct GLNX to terminate any litigation brought pursuant to the foregoing authority.

ARTICLE VII ASSIGNMENT

This Agreement is not assignable by either party except with the written consent of the other party; provided however, (A) this Agreement together with the Railway Equipment may be transferred by Owner to his estate, heirs or devisees or to any purchaser at a foreclosure sale where this Agreement and the related Railway Equipment are sold as collateral so long as such sale complies with applicable federal and state securities laws and (B) may be assigned by GLNX in connection with the merger or consolidation of GLNX into another corporation or as part of the sale of substantially all of the assets of GLNX.

ARTICLE VIII INDEMNIFICATION

Owner and GLNX jointly and severally acknowledge, agree and covenant that GLNX is entering into this contract as an independent contractor, and neither party hereto shall take any action to alter such legal relationship. Owner shall have no right or authority, and shall not attempt, to enter into contracts or commitments in the name, or on behalf of GLNX, or to bind GLNX in any manner or respect whatsoever. Further, Owner agrees to indemnify and hold GLNX harmless from any and all claims, demand, causes of action (at law or in equity), costs, damages, reasonable attorney's fees, expenses and judgments, which may hereafter be asserted by any third party based on or relating to the Railway Equipment or the operation, including the leasing, thereof, except for all claims, demands, causes of action (at law or in equity), costs, damages, reasonable attorney's fees, expenses and judgments which may hereafter be asserted by any third party based on or relating to actions taken by, or inactions of GLNX in connection with the Railway Equipment, which actions or inactions were not authorized, hereunder, were authorized hereunder but performed negligently, or were not specifically requested or approved by Owner; provided, that GLNX shall indemnify and hold harmless the Owner from all claims, demands, causes of action (at law or in equity), damages, attorney's fees, expenses and judgments which may be asserted hereafter by any third party based on or relating to any of the aforesaid actions or inactions of GLNX in connection with the Railway Equipment.

ARTICLE IX

ADDITIONAL AGREEMENTS

1. Each party hereto shall promptly and duly execute and deliver to the other party such further documents, assurances, releases and other instruments, and take such further actions, including any necessary filings and the execution of a power of attorney of Owner, as the other party may reasonably request, in order to carry out more fully the intent and purpose of this Agreement and to indicate the ownership of the Railway Equipment during the continuance with the Railway Equipment.

2. It is understood that upon the expiration or termination of this Agreement as to any or all of the Railway Equipment, Owner shall no longer be entitled to use the recording and UMLER car initials and numbers and other designations (the "Designations") that are presently the property of GLNX. Accordingly, Owner agrees that it will promptly undertake upon such expiration or termination, at Owner's expense, all steps necessary to change promptly the Designations on the Railway Equipment no longer included under the Agreement and to execute any and all documents requested by GLNX to transfer to GLNX any rights Owner may have acquired to such Designations. GLNX agrees to prepare at GLNX's expense, documentation as, in its opinion, is necessary to change all Designations on the Railway Equipment from the Designations of GLNX to those adopted by Owner, and to provide reasonable assistance to Owner, at Owner's expense, in the filing of such documents.

3. Any notice or other communication by either party to the other shall be in writing, and shall be deemed to have been duly given if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

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

OWNER: BOB ATNIP
9519 Arcade
Spring, Texas 77373

or to such other address, and to the attention of such other person or officer as either party may designate to the other in writing as provided by this paragraph.

4. The Owner or his authorized representative shall be entitled to inspect the books and records of GLNX applicable to the Railway Equipment at any reasonable time during the office hours of GLNX.

5. GLNX hereby confirms that it will act as agent of Owner in entering into and performing all obligations and duties of the Lessor under any lease of the Railway Equipment and hereby assigns to Owner all rights of the Lessor under such lease, including any rights of indemnification of the Lessor thereunder, provided, that

such assignment shall not affect or modify the relationship between, or the respective rights, obligations, and duties of GLNX and Owner pursuant to this Agreement.

6. This Agreement contains the entire agreement of the parties hereto pertaining to the management and operation of the Railway Equipment. Except as otherwise provided herein, this Agreement may not be modified or amended, except by express, written agreement signed by both parties hereto. Any waiver of any obligation of either party hereto shall not be construed as a continuing waiver of any such obligation under any provision hereof.

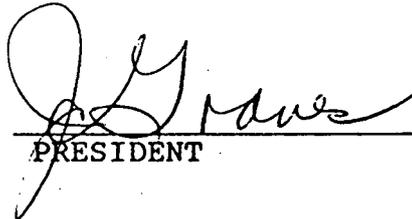
7. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by the heirs, administrators, executors, successors and assigns, if any, of the parties hereto, subject to the provisions pertaining to the assignment hereof set forth in Article VII.

8. This Agreement shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have hereunto set their names effective this first day of January, 1989.

GLNX CORPORATION

BY:



PRESIDENT

OWNER

BY:



BOB ATNIP

