

**WINSTEAD**

RECORDATION NO. 16965-A FILED

FEB 20 '03 1:37 PM

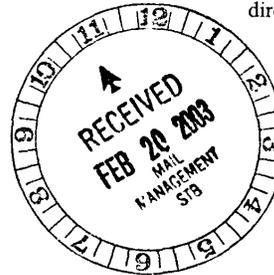
SURFACE TRANSPORTATION BOARD

February 19, 2003

direct dial: 713.650.2761  
klee@winstead.com

**VIA OVERNIGHT DELIVERY**

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street NW  
Suite 700  
Washington, D.C. 20423-001



Re: STERLING BANK/JACQUELINE R. GOETTSCHER LES ANNES TRENTÉ TRUST

Dear Mr. Williams:

On behalf of Sterling Bank, I hereby submit for filing and recording two (2) executed originals of a secondary document, entitled Full Release of Security Interest and Liens ("Release") dated as of February 12, 2003. The Release is a full release of the liens on the railcars described in that certain Security Agreement - Tank Cars dated April 30, 1990 between JACQUELINE R. GOETTSCHER LES ANNES TRENTÉ TRUST, as Mortgagor, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION (now known as J.P. Morgan Chase), as Mortgagee, which was duly filed on August 10, 1990 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 16965.

The parties to the Release are:

JACQUELINE R. GOETTSCHER LES ANNES TRENTÉ TRUST  
19022 Waterford Cove Dr.  
Houston, Texas 77094

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, as Mortgagee  
712 Main Street  
Houston, Texas 77002

2400 BANK ONE CENTER  
910 TRAVIS STREET  
HOUSTON, TEXAS 77002

PH 713.650.8400  
FAX 713.650.2400  
WINSTEAD.COM

WINSTEAD SECHREST & MINICK  
Attorneys and Counselors  
A Professional Corporation

Austin, Dallas, Fort Worth,  
Houston, Mexico City,  
The Woodlands, Washington DC

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The said Release affects the collateral described in the Security Agreement – Tank Cars.

Enclosed is a check in the amount of \$30.00 in payment of the filing fee. The file-stamped copy of the Ratification should be returned to the undersigned at 910 Travis, Suite 2400, Houston, Texas 77002.

Thank you for your assistance and don't hesitate to contact me at (713) 650-2761 if you have any questions or need additional information.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kelly Lee".

Kelly Lee,  
Paralegal

Enclosures

cc: Mitchell S. Schulman (w/o enclosures)  
James W. Doyle, Esq. (Firm)

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**FULL RELEASE OF SECURITY AGREEMENT - TANK CARS**

This is a secondary document and is a full release of the collateral referenced in that certain Security Agreement - Tank Cars dated as of April 30, 1990 between JACQUELINE R. GOETTSCHKE LES ANNES TRENTE TRUST, as Debtor, and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, as Secured Party, which was duly filed on August 10, 1990 in accordance with 49 U.S.C. 11303 (a) under Recordation Number 16965.

DEBTOR: JACQUELINE R. GOETTSCHKE LES ANNES TRENTE  
TRUST  
19022 Waterford Cove Dr.  
Houston, Texas 77094

SECURED PARTY: TEXAS COMMERCE BANK NATIONAL ASSOCIATION  
(now known as J.P. Morgan Chase)  
712 Main Street  
Houston, Texas 77002

COLLATERAL: Secured Party is releasing its liens in the railroad cars bearing the numbers described in Exhibit "A" attached hereto.

RECORDATION NO. 16965-A FILED

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SURFACE TRANSPORTATION BOARD

**FULL RELEASE  
OF SECURITY INTEREST AND LIENS**

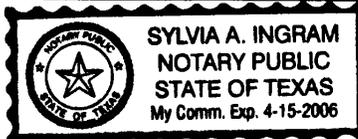
The undersigned J.P. Morgan Chase, <sup>BANK</sup> formerly Texas Commerce Bank National Association ("Secured Party"), for good and valuable consideration, receipt of which is hereby acknowledged, hereby terminates, releases and discharges any and all rights, security interests, liens and/or other interests it has in, on, against or with respect to (1) the railcars listed on Exhibit A attached hereto (the "Railcars") and (2) the "Collateral", as defined below, including the leases, if any, related to such Railcars together with all rentals, other payments and other proceeds therefrom, all property leased thereunder and all instruments and documents related thereto (the Railcars and the other Collateral being referred to hereinafter collectively as the "Released Collateral"). The term Collateral as used herein shall mean the Railcars and all property of any kind related to the Railcars in which Secured Party has an interest, including those interests granted, obtained, or arising in connection with the Security Agreement - Tank Cars, executed by the Jacqueline R. Goettsche Les Anne Trente Trust and Secured Party, filed on August 10, 1990 with the Interstate Commerce Commission, under Recordation number 16965 (as amended and restated from time to time, the "Security Agreement"). Secured Party hereby terminates the Security Agreement as it relates to the Released Collateral.

Executed as of this 12<sup>TH</sup> day of FEBRUARY, 2003. <sup>BANK</sup>

J.P. MORGAN CHASE <sup>BANK</sup> FORMERLY TEXAS  
COMMERCE BANK NATIONAL ASSOCIATION

By: *Edward E. Stringer*  
Name: EDWARD E. STRINGER  
Title: Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §



This instrument was acknowledged before me on the 12<sup>th</sup> day of February, 2003 by Edward Stringer, individually and as Vice President of J.P. Morgan Chase, formerly Texas Commerce Bank National Association.

*Sylvia A. Ingram* <sup>BANK</sup>  
Notary Public, State of Texas

# EXHIBIT A

18965

SECURITY AGREEMENT - BANK CARs AUG 10 1990 - 3 55 PM  
INTERSTATE COMMERCE COMMISSION

JACQUELINE R. GOETSCH, as Trustee of the JACQUELINE R. GOETSCH LES ANNES TRENTÉ TRUST (hereinafter called "Debtor"), and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association having its principal office at 712 Main Street, Houston, Harris County, Texas (hereinafter called "Secured Party"), agree as follows:

## SECTION 1. CREATION OF SECURITY INTEREST.

Debtor hereby grants to Secured Party a security interest in the collateral described in Section 2 of this Security Agreement to secure the payment and performance of the obligations evidenced by: (a) that certain promissory note of even date herewith in the original principal amount of EIGHTY THOUSAND DOLLARS (\$80,000.00) payable by Debtor to Secured Party; (b) that certain promissory note of even date herewith in the original principal amount of TEN THOUSAND DOLLARS (\$10,000) payable by Sterling Standard Trust Company, as Trustee of the KOG Investment Trust, to Secured Party; (c) that certain promissory note of even date herewith in the original principal amount of TEN THOUSAND DOLLARS (\$10,000) payable by Sterling Standard Trust Company and Sarah Elizabeth Goetsch, as Co-Trustees of the Shiva Trust, to Secured Party; and (d) all renewals, extensions, refundings and modifications of any and all of the foregoing (any and all such indebtedness is hereinafter called the "Indebtedness").

## SECTION 2. COLLATERAL.

The following items of collateral covered by this Security Agreement shall be referred to herein as "Equipment" or as the "Collateral":

"Equipment" shall mean thirty (30) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coated and insulated, in which Debtor holds an eighty percent (80%) undivided interest, purchased from Jacqueline R. Goetsche, who, in turn, purchased the same from Wayne K. Goetsche who, in turn, purchased the same from Delta Investments, and which tank cars bear the following registration numbers: GLNX 23151, GLNX 23152, GLNX 23154, GLNX 23155, GLNX 23166, GLNX 24105, GLNX 24106, GLNX 24107, GLNX 24108, GLNX 24109, GLNX 24110, GLNX 24111, GLNX 24112, GLNX 24113, GLNX 24114, GLNX 24115, GLNX 24116, GLNX 24117, GLNX 24118, GLNX 24119, GLNX 24120, GLNX 24121, GLNX 24122, GLNX 24123, GLNX 24124, GLNX 24125, GLNX 24126, GLNX 24127, GLNX 24128, GLNX 24129. This term "Collateral" shall include the Equipment, all additions and accessions thereto, and all proceeds thereof, and the right to receive and collect all rentals, liquidated damages, proceeds of sale, per diem mileage and other payments now or hereafter payable under leases relating to the Equipment and all accounts, chattel paper, and general intangibles with respect thereto including, without limitation, all right, title, and interest of Debtor in and to that certain Management Agreement dated May 11, 1980 by and between GLNX Corporation ("GLNX") and Delta Investments ("Delta") and that certain Management Agreement dated November 1, 1988 by and between GLNX and Delta, the obligations of Delta under both such management agreements having been assumed by, among others, Debtor. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Equipment in any manner not specifically authorized by this Security Agreement.

## SECTION 3. PAYMENT OBLIGATIONS OF DEBTOR.

(a) Debtor shall pay to Secured Party the Indebtedness in accordance with the terms of the promissory notes evidencing the same and in accordance with the terms of this Security Agreement.

16965

Harris County, Texas shall be a proper place of venue for suit thereon. Debtor hereby irrevocably agrees that any legal proceeding in respect of this Security Agreement - Tank Cars shall be brought in the District Courts of Harris County, Texas, or the United States District Court for the Southern District of Texas, Houston Division.

THIS SECURITY AGREEMENT-TANK CARS, TOGETHER WITH THE FOLLOWING DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES:

THAT PROMISSORY NOTE DATED OF EVEN DATE HEREWITH IN THE ORIGINAL AMOUNT OF \$80,000 EXECUTED BY DEBTOR, AND PAYABLE TO SECURED PARTY;

THAT PROMISSORY NOTE DATED OF EVEN DATE HEREWITH IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10,000 EXECUTED BY STERLING STANDARD TRUST COMPANY, AS TRUSTEE OF THE KCG INVESTMENT TRUST, AND PAYABLE TO LENDER;

THAT PROMISSORY NOTE DATED OF EVEN DATE HEREWITH IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10,000 EXECUTED BY STERLING STANDARD TRUST COMPANY AND SARAH ELIZABETH GOETTSCHKE, AS CO-TRUSTEES OF THE SHIVA TRUST, AND PAYABLE TO SECURED PARTY;

THAT GUARANTY DATED OF EVEN DATE HEREWITH EXECUTED BY JACQUELINE R. GOETTSCHKE IN FAVOR OF SECURED PARTY;

THAT GUARANTY DATED OF EVEN DATE HEREWITH EXECUTED BY WAYNE K. GOETTSCHKE IN FAVOR OF SECURED PARTY;

THAT SECURITY AGREEMENT - TANK CARS, DATED OF EVEN DATE HEREWITH BETWEEN STERLING STANDARD TRUST COMPANY, AS TRUSTEE OF THE KCG INVESTMENT TRUST, AND SECURED PARTY;

THAT SECURITY AGREEMENT-TANK CARS, DATED OF EVEN DATE HEREWITH BETWEEN STERLING STANDARD TRUST COMPANY AND SARAH ELIZABETH GOETTSCHKE, AS CO-TRUSTEES OF THE SHIVA TRUST, AND SECURED PARTY;

THAT LETTER OF INSTRUCTION TO SECURED PARTY DATED OF EVEN DATE HEREWITH EXECUTED BY DEBTOR, STERLING STANDARD TRUST COMPANY, AS TRUSTEE OF THE KCG INVESTMENT TRUST, AND STERLING STANDARD TRUST COMPANY AND SARAH ELIZABETH GOETTSCHKE, AS CO-TRUSTEES OF THE SHIVA TRUST.

AND THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the 30th day of April 1990.

DEBTOR:

JACQUELINE R. GOETTSCHKE LES ANNES  
TRENTE TRUST

By: Jacqueline R. Goettsche  
Jacqueline R. Goettsche,  
Trustee