

HUGHES & LUCE

1500 FIRST STATE BANK BUILDING
400 WEST 15TH STREET
AUSTIN, TEXAS 78701

2800 MOMENTUM PLACE
1717 MAIN STREET
DALLAS, TEXAS 75201
(214) 939-5500
TELECOPIER (214) 939-6100

(512) 482-6800
TELECOPIER (512) 474-4258

WRITER'S DIRECT DIAL NUMBER

(512) 482-6812

9-195A009

July 11, 1989

RECORDATION NO **16429** FILED 1423

JUL 14 1989 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary, Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Security Agreement to be recorded pursuant to 49 U.S.C. § 11303

Dear Ms. McGee:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a security agreement, a primary document, dated April 4, 1989.

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

SECURED PARTY: The Deposit Insurance Bridge Bank, N.A.,
a national banking association, as assignee of the
Federal Deposit Insurance Corporation in its capacity
as receiver of MBank Austin, National Association
221 West 6th Street
Austin, Texas 78701
Attn: Mr. John Roan, Executive Vice President

DEBTOR: SSI Mobley Company, Inc.
P.O. Box 1640
Kilgore, Texas 75662

Highway 42, North
Kilgore, Texas 75662

4711 Piedmont Road
Huntington, West Virginia 25704

JUL 14 11 14 AM '89
ACTION OPERATING UNIT

Included in the property covered by the aforesaid security agreement are railroad cars and other rolling stock intended for use related to interstate commerce, or interests therein, owned by SSI Mobley Company, Inc. at the date of said security agreement or thereafter acquired by it or its successors as owners of the railway equipment covered by the security agreement.

Ms. Noreta R. McGee
July 11, 1989
Page 2

A fee of thirteen dollars (\$13.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

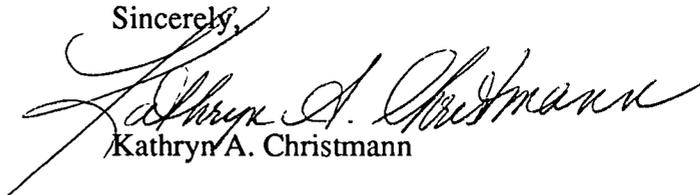
Ms. Kathryn A. Christmann
Hughes & Luce
1500 First State Bank Building
400 West 15th Street
Austin, Texas 78701

A short summary of the document to appear in the index follows:

"Security Agreement, dated April 4, 1989, by and between The Deposit Insurance Bridge Bank, N.A., a national banking association, as assignee of the Federal Deposit Insurance Corporation in its capacity as receiver of MBank Austin, National Association ("Secured Party"), whose address is 221 West 6th Street, Austin, Texas 78701, and SSI Mobley Company, Inc., a Texas corporation ("Debtor"), whose addresses are (i) P.O. Box 1640, Kilgore, Texas 75662; (ii) Highway 42, North, Kilgore, Texas 75662; and (iii) 4711 Piedmont Road, Huntington, West Virginia 25704, and covering all of Debtor's equipment, now owned or at any time hereafter acquired by Debtor wherever located, including, but not limited to, all of Debtor's railroad cars, graders, sweepers, and all other rolling stock of Debtor."

Please do not hesitate to contact the undersigned at the above-referenced number if you have any questions or comments about the contents of this transmittal letter or if there are problems in relation to the recordation of the enclosed security agreement. Thank you very much for your time and consideration.

Sincerely,



Kathryn A. Christmann

KAC:sdb
Enclosure

cc: Mr. John Roan

Interstate Commerce Commission
Washington, D.C. 20423

7/14/89

OFFICE OF THE SECRETARY

Kathryn A. Christmann
Hughes & Luce
1500 First State Bank Building
400 West 15th St.
Austin, Texas 78701

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 7/14/89, at 11:20am, and assigned recordation number(s). 14229

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

**therefor, wherever located, including all tools, parts and accessories used in connection therewith and all products and proceeds thereof.

RECORDATION NO. 16429 ULD 1483

SECURITY AGREEMENT

JUL 14 1989 - 11 20 AM

Date: April 4, 1989

INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT ("Agreement") made and entered into by and between The Deposit Insurance Bridge Bank,* ("Secured Party") whose address is P. O. Box 2266, Austin, Texas 78780 and SSI Mobley Company, Inc., a Texas corporation ("Debtor") of P. O. Box 1640, Kilgore, Texas 75662 and Highway 42, North, Kilgore, Texas 75662

(Address - street, county, state - if mailing address different, insert both addresses)

as follows: *N.A., as assignee of the Federal Deposit Insurance Corporation in its capacity as receiver for MBank Austin, National Association ("MBank") 1. Indebtedness. The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred, of Debtor and of

(Name)

(Mailing Address)

or of any of them (collectively, the "Indebtedness").

2. Agreement and Collateral. For value received, Debtor hereby grants to Secured Party a security interest ("Security Interest") in the following described property, together with the additional property described in paragraph 3(f) hereof, whether now owned or hereafter acquired ("Collateral"), to-wit:

(If Collateral is now or hereafter to become fixtures, crops, oil, gas or other minerals, or timber, describe land concerned and record owner thereof.)

All of Debtor's equipment, now owned or hereafter acquired by Debtor, wherever located, including, but not limited to, all of Debtor's (i) automobiles, pick-ups, water trucks, tank trucks, vacuum trucks, spray trucks, tractors, vacuum trailers, tank trailers, and other trailers; (ii) railroad cars, graders, sweepers, and all other rolling stock, including without limitation, each of the railroad cars and rolling stock more fully described on Annex "A" attached hereto and made a part hereof for any and all purposes; (iii) frac tanks, skid tanks, brine tanks, and all other tanks; (iv) skids, pumps, spraying equipment, containers, compactors, tilt carts, including all those which are in use by customers at their places of business or other property; (v) mud and fluid plants, radio equipment, tools, and other shop equipment; and (vi) shop and office furniture, fixtures and equipment, welding machines, winches; and all appurtenances and additions thereto and substitutions**

The Collateral shall be kept at: Debtor's address stated above or at 4711 Piedmont Road, Huntington, West Virginia 25704 (full address, if other than above)

The records pertaining to the Collateral shall be kept at: Debtor's address stated above (full address, if other than above)

3. Debtor's Warranties, Covenants and Further Agreements.

(a) Title. Except for the Security Interest, Debtor owns, or on acquisition will own, the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Debtor will, at Debtor's cost, keep the Collateral free from other liens, security interests, encumbrances or claims, and defend the Security Interest and Debtor's rights in the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor has the power and authority to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by Debtor do not and will not violate any law or any rule, regulation, or order of any governmental authority. This Agreement and any account, instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim or defense. No notice of bankruptcy or insolvency of an account debtor has been received by Debtor.

(b) Perfection. No financing statement or security agreement covering the Collateral or any part thereof is on file in any public office and, at Secured Party's request, Debtor will execute all financing statements and other instruments and take all other actions deemed necessary by Secured Party to perfect the Security Interest and to assist Secured Party in complying with the Federal Assignment of Claims Act and Debtor will pay all costs thereof. If the Collateral is of such nature that possession by Secured Party is necessary to perfect Secured Party's Security Interest in such Collateral, Debtor has delivered such Collateral to Secured Party simultaneously herewith, or agrees to deliver such Collateral to Secured Party as soon hereafter as is reasonably practicable, accompanied by proper instruments of transfer and assignment duly executed. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral shall be sufficient as a financing statement and may be filed as a financing statement. The address of Debtor designated at the beginning of this Agreement is Debtor's place of business if Debtor has only one place of business; Debtor's chief executive office if Debtor has more than one place of business; or Debtor's residence if Debtor has no place of business.

(c) Assignment. Debtor will not sell, lease or otherwise dispose of all or any part of the Collateral, except inventory in the ordinary course of business. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Indebtedness, the Collateral and this Agreement.

(d) Insurance. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require with a clause in favor of Debtor and Secured Party as their interests may appear. All policies of insurance shall provide for written notice to Secured Party at least ten (10) days prior to cancellation. Risk of loss not covered by insurance is in Debtor. If Debtor fails to obtain or maintain any insurance required hereunder or fails to provide evidence of such insurance in form and content satisfactory to Secured Party, then Secured Party, at its option and in addition to its other remedies, may obtain substitute insurance, or may obtain insurance that covers only Secured Party's interest in the Collateral. Secured Party may add to the Indebtedness the premium advanced by Secured Party for any such insurance, and may charge interest on the amount of such premium at the maximum rate permitted by applicable law. Secured Party is hereby authorized in its own name and in the name of Debtor to collect, adjust, and settle any claims under any insurance covering the Collateral or any part thereof and to endorse any checks, drafts, or instruments in connection therewith. Secured Party may apply the proceeds from any insurance to the Indebtedness in such manner as Secured Party may elect.

(e) Maintenance. Debtor will preserve the Collateral, keep same in good order and repair (at Debtor's own risk of loss), and will not waste, destroy, lose, allow to deteriorate (other than ordinary wear and tear), or materially modify the Collateral, or release any party liable thereon. Debtor will not exercise, or cause to be exercised, any voting rights with regard to the Collateral, without the prior written consent of Secured Party, if the direct or indirect effect of such vote would result in a material change to the Collateral or the corporation, partnership, other entity or property in which the Collateral evidences a legal or beneficial interest. Debtor will not allow the Collateral to be used in violation of any law or any policy of insurance. Secured Party, or its agents, will have the right to examine, audit, inspect and copy, as the case may be, the Collateral and any books or records pertaining thereto (which Debtor agrees to keep in an accurate and complete form, reflecting the Security Interest) at any time. Debtor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Debtor's business and financial condition, as Secured Party may require. Debtor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses and premiums for the preservation, protection, and maintenance of the Collateral, and all sums so expended shall be part of the Indebtedness and shall bear interest at the maximum rate permitted by applicable law.

SECURED PARTY:

THE DEPOSIT INSURANCE BRIDGE BANK, N.A.

By: John A. Row (Name) E.V.P. (Title)

DEBTOR:

SSI MOBLEY COMPANY, INC.

By: Ancil Boatman (Name) Ancil Boatman, President (Title)

(f) **Additional Property.** The Collateral includes all proceeds, increases, substitutions, products, offspring, accessions and attachments thereof, including, without limitation, all securities, subscription rights, dividends, and other property and benefits which Debtor is entitled to receive on account of the Collateral; all equipment, tools, parts and accessories used in connection therewith; and all goods covered by chattel paper, accounts or other items of the Collateral. Debtor hereby grants Secured Party a security interest in all money, instruments, and other property of Debtor now or hereafter in the possession of Secured Party and all book-entry securities in which Debtor has any interest whatsoever now or hereafter maintained in an account of Secured Party at a Federal Reserve Bank or any of its branches. Secured Party shall have the right to set off and apply against the Indebtedness or any part thereof at any time, without notice to Debtor, any and all deposits or other sums at any time credited by or due from Secured Party to Debtor, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), which deposits and other sums shall at all times constitute additional security for the Indebtedness. If the Collateral includes livestock, Debtor's related feed, water privileges, equipment used in feeding and handling the livestock, and rights in contracts and leases on lands used for pasture and grazing purposes shall also be included in the Collateral. For purposes of this Agreement, the terms "account" or "accounts" shall be deemed to include chattel paper as well as accounts. Debtor will immediately deliver all additional property to Secured Party upon receipt by Debtor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Secured Party's security interest or if otherwise required pursuant to this Agreement. The Collateral does not include any additional or after acquired property that is consumer goods, except accessions and property acquired within ten (10) days after Secured Party gives value.

(g) **Change of Location.** Debtor covenants and agrees that without Secured Party's prior written consent, Debtor will not change the location (as shown hereon) of the Collateral (other than inventory in the ordinary course of business) or the records pertaining to the Collateral.

(h) **Delivery of Receipts to Secured Party.** Upon Secured Party's demand, Debtor will, upon receipt of any remittance in payment of or for the Collateral, immediately deposit all of same properly endorsed in a special bank account maintained with Secured Party over which Secured Party alone has power of withdrawal. The funds in said bank account shall be held by Secured Party as security for the Indebtedness. Secured Party may, from time to time, apply all or part of said collected funds against the Indebtedness. Debtor will inform Secured Party immediately of the rejection of goods, delay in delivery or performance, or claims made, in regard to any account or document assigned to Secured Party; keep returned goods segregated from Debtor's other property, and hold such goods as trustee for Secured Party; and pay Secured Party the unpaid portion of any assigned account (i) if such account is not paid promptly after its maturity; (ii) if purchaser does not accept the goods or services; or (iii) if Secured Party shall at any time reject the account as unsatisfactory.

(i) **Mortgagees' and Landlords' Waivers.** Debtor shall cause each mortgagee of real property owned by Debtor and each landlord of real property leased by Debtor to execute and deliver instruments satisfactory in form and substance to Secured Party by which such mortgagee or landlord waives its rights, if any, in the Collateral.

(j) **Indemnity.** Debtor hereby agrees to indemnify and hold Secured Party harmless from and against any and all present and future claims, actions, liabilities, and damages arising in connection with this Agreement, the Indebtedness, or the Collateral, and all costs and expenses (including attorneys' fees) incurred by Secured Party in respect thereof.

(k) **Notice of Changes.** Debtor will immediately notify Secured Party of any change occurring in or to the Collateral, of any change in Debtor's principal place of business, chief executive office, or residence, of any change in any fact or circumstance warranted or represented by Debtor to Secured Party, or if any event of default under this Agreement occurs.

4. Rights of Secured Party. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to do any act which Debtor is obligated by this Agreement to do, to exercise all rights, voting and otherwise, of Debtor in the Collateral, and to do all things deemed necessary by Secured Party to perfect the Security Interest and preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, all at Debtor's cost and without any obligation on Secured Party so to act, including, but not limited to, transferring title into the name of Secured Party, or its nominee, or receiving for, settling, or otherwise realizing upon the Collateral. Secured Party may, in its discretion, require Debtor to give possession or control of the Collateral to Secured Party; endorse as Debtor's agent any instruments, documents or accounts relating to the Collateral; contact account debtors directly to verify accounts; notify account debtors and any other parties liable under the Collateral to make payment directly to Secured Party; take control of the Collateral or proceeds thereof, including, without limitation, stock or cash dividends or stock splits, and use cash proceeds to reduce any part of the Indebtedness; exchange any of the Collateral for any other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar, or other designated agency upon such terms as Secured Party may determine; file a proof of claim in any bankruptcy or similar proceeding for the full amount of the Collateral and to vote such claim for or against any arrangement or with respect to any other matter; renew, extend, or otherwise change the terms and conditions of any of the Collateral or the Indebtedness; notify the post office authorities to change the address for delivery of mail of Debtor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Debtor; require Debtor to use its best efforts to cause the issuer of the Collateral to register any or all of the Collateral under applicable securities laws, at the expense of Debtor or such issuer; require additional Collateral; reject as unsatisfactory any property hereafter offered by Debtor as Collateral; designate, from time to time, a certain percentage of the Collateral as the loan value and require Debtor to maintain the Indebtedness at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct. Secured Party shall not be responsible for any depreciation in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral. The foregoing rights and powers of Secured Party may be exercised at any time before or after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom or otherwise.

5. Events of Default. Debtor shall be in default hereunder upon the happening of any of the following events or conditions: (a) any default in the timely payment or performance of the Indebtedness or any part thereof; (b) any failure or refusal of Debtor or any Obligated Party (hereinafter defined) to perform or observe any obligation, covenant, or agreement made or owed by it to Secured Party; (c) any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor or any Obligated Party proves to have been false in any material respect when made or furnished; (d) any loss, theft, substantial damage, sale, unauthorized transfer, or other deterioration or impairment of the Collateral or any part thereof; (e) the death, incapacity, dissolution, liquidation, merger, consolidation, termination of existence, insolvency, or business failure of Debtor or any Obligated Party, or the appointment of a receiver, trustee, or other legal representative for Debtor or any Obligated Party or any of their respective property, or Debtor or any Obligated Party shall make an assignment for the benefit of its creditors, or proceedings under any bankruptcy or insolvency law shall be commenced by or against Debtor or any Obligated Party; (f) any event which permits the acceleration of the maturity of indebtedness of Debtor or any Obligated Party to others under any indenture, agreement, or undertaking; (g) the making of any levy, attachment, execution, or other process against Debtor or any Obligated Party or any of the Collateral; (h) ~~Secured Party at any time deems itself insecure or believes that the prospect of payment or performance of the Indebtedness or any portion thereof is impaired~~; or (i) any judgment shall have been rendered against Debtor or any Obligated Party which remains unpaid for thirty (30) days.

For purposes of this Agreement, the term "Obligated Party" means any guarantor, surety, endorser, or other party (other than Debtor) directly or indirectly obligated, primarily or secondarily, for the Indebtedness or any portion thereof.

6. Remedies of Secured Party upon Default. When an event of default occurs, and at any time thereafter, Secured Party may declare all or any part of the Indebtedness immediately due and payable and may enforce payment of same and exercise any and all of the rights and remedies provided by the Texas Uniform Commercial Code ("Code"), as well as all other rights and remedies possessed by Secured Party under this Agreement, at law, in equity, or otherwise. Debtor understands that sales hereunder of Collateral consisting of securities may be restricted by applicable federal and state securities laws, and that private sales of the Collateral or sales in other transactions exempt from registration with the Securities and Exchange Commission or state securities commissioners may be necessary, which sales Debtor recognizes as commercially reasonable, notwithstanding the fact that any such private sales may result in prices or terms less favorable to the seller than if such sales were public sales. Secured Party may also require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Debtor agree that notice given at least five (5) calendar days prior to the related action hereunder is reasonable. Secured Party shall be entitled to immediate possession of the Collateral and all books and records evidencing same and shall have authority to enter upon any premises, upon which said items may be situated, and remove same therefrom. Expenses of retaking, holding, preparing for sale or lease, selling, leasing, or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and legal expenses and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Indebtedness. Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral. All rights and remedies of Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

7. General.

(a) **Waiver by Secured Party.** No waiver by Secured Party of any right hereunder or of any default hereunder shall be binding upon Secured Party unless in writing executed by Secured Party. Failure or delay by Secured Party to exercise any right hereunder or any waiver of any default hereunder shall not operate as a waiver of any other right, of further exercise of such right, or of any further default.

(b) **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. If this Agreement is signed by more than one Debtor, each Debtor shall be jointly and severally liable for all representations, warranties, and agreements hereunder, and all provisions hereof regarding the Indebtedness of the Collateral shall apply to any Indebtedness or Collateral of any or all of them. This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, such future transactions being contemplated by Debtor and Secured Party. If all Indebtedness shall at any time be paid in full this Agreement shall nonetheless remain in full force and effect with respect to any Indebtedness thereafter incurred.

(c) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in the county where the principal office of Secured Party is located. Except as otherwise provided herein, all terms used herein which are defined in the Code shall have the meanings therein stated.

(d) **Notice.** Notice shall be deemed given or sent when mailed postage prepaid to Debtor's address given above or to Debtor's most recent address as shown by notice of change on file with Secured Party.

(e) **Modification.** This Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.

(f) **Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

(g) **Construction.** If there is any conflict between the provisions hereof and the provisions of the Indebtedness, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

(h) **Waiver by Debtor.** Debtor hereby waives presentment, demand, notice of intent to demand, notice of dishonor, protest, notice of acceleration, notice of intent to accelerate, and notice of protest and all other notices with respect to collection, or acceleration of maturity, of the Collateral and the Indebtedness.

(i) **Additional Terms.** All annexes and schedules attached hereto, if any, are hereby made a part hereof.

*upon the happening or occurrence of an Event of Default under and as defined in that certain Revolving Credit Agreement, dated May 27, 1988, between Debtor and MBank, as amended by that certain First Amendment to Revolving Credit Agreement, dated as of May 27, 1988, between Debtor and MBank, as further amended by that certain Second Amendment to Revolving Credit Agreement and Ratification and Amendment of Security Instruments dated as of April 4, 1989, between Debtor and Secured Party, as the same may from time to time be further amended.

STATE OF TEXAS §

COUNTY OF GREGG §

This Security Agreement was acknowledged before me on the 27th day of June, 1989, by Ancil Boatman, President of SSI Mobley Company, Inc., a Texas corporation, on behalf of said corporation.

Paulette S. Cisco
Notary Public in and for the State of Texas

Paulette S. Cisco
Printed Name of Notary

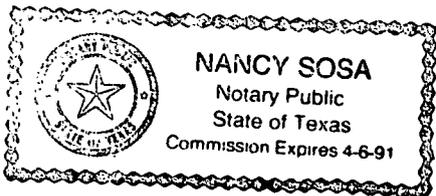
My Commission Expires: 6-5-93

STATE OF TEXAS §

COUNTY OF TRAVIS §

July This Security Agreement was acknowledged before me on the 5th day of ~~June~~ 1989, by John Roan, Executive Vice President of The Deposit Insurance Bridge Bank, N.A., a national banking association, on behalf of said national banking association.

Nancy Sosa
Notary Public in and for the State of Texas



Nancy Sosa
Printed Name of Notary

My Commission Expires: 4-6-91

ANNEX "A"
 TO SECURITY AGREEMENT DATED APRIL 4, 1989
 EXECUTED BY SSI MOBLEY COMPANY, INC.
 IN FAVOR OF THE DEPOSIT INSURANCE BRIDGE BANK, N.A.

SSI MOBLEY COMPANY, INC.
 RAILWAY EQUIPMENT

UNIT NO.	DESCRIPTION	LOCATION	SERIAL NO.	MECH DESG
SPRAY CARS				
07610	SPRAY CAR	TX	MCIX 100	M100
07620	SPRAY CAR	TX	MCIX 200	M100
07680	SPRAY CAR	TX	MCIX 800	M100
04601	SPRAY CAR	WV	SSVX 201	M100
04603	SPRAY CAR	WV	SSVX 203	M100
04604	SPRAY CAR	WV	SSVX 204	M100
04605	SPRAY CAR	WV	SSVX 205	M100
04606	SPRAY CAR	WV	SSVX 206	M100
04612	SPRAY CAR	WV	SSVX 212	M100
04613	SPRAY CAR	WV	SSVX 213	M100
04660	SPRAY CAR	WV	MCIX 600	M100
04670	SPRAY CAR	WV	MCIX 700	M100
SLEEPER CARS				
07740	SLEEPER CAR	TX	MCIX 400	M100
07790	SLEEPER CAR	TX	MCIX 900	M100
04704	SLEEPER CAR	WV	MCIX 401	M100
04801	SLEEPER CAR	WV	MCIX 101	M100
IDLER CARS				
07811	IDLER CAR	TX	MCIX 711	M100
07812	IDLER CAR	TX	MCIX 712	M100
04803	IDLER CAR	WV	SSVX 501	M100
04804	IDLER CAR	WV	SSVX 504	M100
04805	IDLER CAR	WV	SSVX 505	M100
04806	IDLER CAR	WV	SSVX 506	M100
04812	IDLER CAR	WV	SSVX 512	M100
04813	IDLER CAR	WV	SSVX 513	M100
04810	IDLER CAR	WV	MCIX 710	M100
04814	IDLER CAR	WV	MCIX 713	M100
TANK CARS				
07901	TANK CAR	TX	PBBX 1145	M100
07902	TANK CAR	TX	PBBX 1320	M100
07903	TANK CAR	TX	PBBX 1322	M100
07904	TANK CAR	TX	PBBX 1323	M100
07905	TANK CAR	TX	PBBX 1324	M100
07906	TANK CAR	TX	PBBX 1327	M100
07907	TANK CAR	TX	PBBX 1328	M100
07908	TANK CAR	TX	MCIX 303	M100
07909	TANK CAR	TX	MCIX 309	M100
07910	TANK CAR	TX	MCIX 304	M100
07911	TANK CAR	TX	MCIX 308	M100

SSI MOBLEY COMPANY, INC.
RAILWAY EQUIPMENT

UNIT NO.	DESCRIPTION	LOCATION	SERIAL NO.	MECH DESG
07912	TANK CAR	TX	MCIX 601	M100
04915	TANK CAR	WV	PBBX 1315	M100
04916	TANK CAR	WV	PBBX 1316	M100
04917	TANK CAR	WV	PBBX 1317	M100
04918	TANK CAR	WV	PBBX 1318	M100
04919	TANK CAR	WV	PBBX 1319	M100
04921	TANK CAR	WV	PBBX 1321	M100
04925	TANK CAR	WV	PBBX 1325	M100
04926	TANK CAR	WV	PBBX 1326	M100
04906	TANK CAR	WV	MCIX 306	M100
04907	TANK CAR	WV	MCIX 307	M100
04908	TANK CAR	WV	MCIX 308	M100
04909	TANK CAR	WV	MCIX 309	M100
04990	TANK CAR	WV	MCIX 590	M100
04991	TANK CAR	WV	MCIX 591	M100
04992	TANK CAR	WV	MCIX 592	M100
04993	TANK CAR	WV	MCIX 593	M100
04995	TANK CAR	WV	MCIX 595	M100
04996	TANK CAR	WV	MCIX 596	M100
04997	TANK CAR	WV	MCIX 597	M100

EXHIBIT A

Page 2 of 2