RECORDATION NO. 20341 FILED 1425

OCT 29 1996 3 15 PM

WESTERN STATE BANK

1402 E. Kansas Ave. / P. O. Box 1198
Garden City, Kansas 67846-1198
Phone (316) 275-4128

RECEIVED
SURFACE TRANSPORTATION BOARD
OCT 29 3 12 PM '96

September 20, 1996

Interstate Commerce Commission Building
Vernon A. Williams, Secretary
12th Street and Constitution Ave.
Washington, D.C. 20423

Dear Mr. Williams:

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

This document is a Security Agreement, dated September 17th, 1996.

A fee of $21.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Western State Bank, P.O. Box 1198, Garden City, KS. 67846-1198.

A short summary of the document is as follows:

A Commercial Security Agreement between J & J Railcar Leasing, LLC (Mortgagor), 1110 E. Trail Street, Dodge City, KS. 67801 and Western State Bank (Mortgagee), P.O. Box 1198, Garden City, KS. 67846-1198 dated September 17, 1996 and covering 30 used 100 ton, 24,000 gallon interior coiled/non insulated, general purpose railroad tank cars.

If you have any questions please feel free to give me a call.

Sincerely,

Jeff Whitham

Jeff Whitham,
President

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

10/29/96

Jeff Whitman
President
Western State Bank
1402 E. Kansas Avenue
P. O. Box 1198
Garden City, Kansas 67846-1198

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 10/29/96 **at** 3:15PM **, and assigned recordation number(s).** 20341.

Sincerely yours,

Vernon A. Williams

Vernon A. Williams
Secretary

Enclosure(s)

$ 22.00 **The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.**

Signature [illegible]

WESTERN STATE BANK
1402 East Kansas Avenue
Post Office Box 1198
Garden City, Kansas 67846-1198
(316) 275-4128 "Lender"

OWNER OF COLLATERAL

J & J RAILCAR LEASING, LLC
1110 E. TRAIL STREET
DODGE CITY, KS 67801

Telephone Number

COMMERCIAL SECURITY AGREEMENT

BORROWER	LOCATION OF COLLATERAL
J & J RAILCAR LEASING, LLC 1110 E. TRAIL STREET DODGE CITY, KS 67801 Telephone Number	20341 OCT 2 1 1996

1. SECURITY INTEREST. For good and valuable consideration, Owner of Collateral ("Owner") grants to Lender identified above a continuing security interest in the Collateral described below to secure the obligations described in this Agreement.

2. OBLIGATIONS. The Collateral shall secure the payment and performance of all of Borrower's and Owner's present and future, joint and/or several, direct and indirect, absolute and contingent, express and implied, indebtedness, (including costs of collection, legal expenses and attorneys' fees, to the extent permitted by applicable law, incurred by Lender upon the occurrence of a default under this Agreement, in collecting or enforcing payment of such indebtedness, or preserving, protecting or realizing on the Collateral herein), liabilities, obligations and covenants (cumulatively "Obligations") to Lender including (without limitation) those arising under or pursuant to:

a. this Agreement and the following promissory notes and agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
9.500%	$715,000.00	09/17/96	03/17/97	181 DAYS	4197000840

b. all other present or future, Obligations of Borrower or Owner to Lender **(whether incurred for the same or different purposes than the foregoing);**
c. all amendments, modifications, replacements or substitutions to any of the foregoing; and
d. applicable law.

3. COLLATERAL. The Collateral shall consist of all of the following-described property and Owner's rights, title and interest in such property whether now owned or hereafter acquired by Owner and wheresoever located:

☐ All accounts and contract rights including, but not limited to, any accounts and contract rights described on Schedule A attached hereto and incorporated herein by this reference;

☐ All chattel paper including, but not limited to, any chattel paper described on Schedule A attached hereto and incorporated herein by this reference;

☐ All documents including, but not limited to, any documents described on Schedule A attached hereto and incorporated herein by this reference;

☐ All equipment, including, but not limited to, any equipment described on Schedule A attached hereto and incorporated herein by this reference;

☐ All fixtures, including, but not limited to, any fixtures located or to be located on the real property described on Schedule B attached hereto and incorporated herein by this reference;

☐ All general intangibles including, but not limited to, any general intangibles described on Schedule A attached hereto and incorporated herein by this reference;

☐ All instruments including, but not limited to, any instruments described on Schedule A attached hereto and incorporated herein by this reference;

☐ All inventory including, but not limited to, any inventory described on Schedule A attached hereto and incorporated herein by this reference;

☐ All minerals or the like located on or related to the real property described on Schedule B attached hereto and incorporated herein by this reference;

☐ All standing timber located on the real property described on Schedule B attached hereto and incorporated herein by this reference;

☒ Other: SEE SCHEDULE A

All monies, instruments, and savings, checking or other deposit accounts that are now or in the future in Lender's custody or control (excluding IRA, Keogh, trust accounts, and deposits subject to tax penalties if so assigned);
All accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the above;
All proceeds and products of any of the above;
All policies of insurance pertaining to any of the above as well as any proceeds and unearned premiums pertaining to such policies; and
All books and records pertaining to any of the above.

4. OWNER'S TAXPAYER IDENTIFICATION. Owner's social security number or federal taxpayer identification number is: _____.

5. RESIDENCY/LEGAL STATUS. Owner is a resident of the state of: n/a.
Owner is a: Limited Liability Company; duly organized, validly existing and in good standing under the laws of the state of: KANSAS.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS: Owner represents, warrants and covenants to Lender that:

a. Owner is and shall remain the sole owner of the Collateral;
b. Neither Owner nor, to the best of Owner's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substance, or related material (cumulatively "Hazardous Materials") or transported any Hazardous Materials. Owner shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute;

(c) Owner's chief executive office, chief place of business, office where its business records are located, or residence is the address identified above. Owner's other executive offices, places of business, locations of its business records, or domiciles are described on Schedule C attached hereto and incorporated herein by this reference. Owner shall immediately advise Lender in writing of any change in or addition to the foregoing addresses;
(d) Owner shall not become a party to any restructuring of its form of business or participate in any consolidation, merger, liquidation or dissolution without providing Lender with thirty (30) or more days' prior written notice of such change;
(e) Owner shall notify Lender of the nature of any intended change of Owner's name, or the use of any trade name, and the effective date of such change;
(f) The Collateral is and shall at all times remain free of all tax and other liens, security interests, encumbrances and claims of any kind except for those belonging to Lender and those described on Schedule D attached hereto and incorporated herein by this reference. Without waiving the event of default as a result thereof, Owner shall take any action and execute any document needed to discharge the foregoing liens, security interests, encumbrances and claims;
(g) Owner shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein;
(h) All of the goods, fixtures, minerals or the like, and standing timber constituting the Collateral is and shall be located at Owner's executive offices, places of business, residence and domiciles specifically described in this Agreement. Owner shall not change the location of any Collateral without the prior written consent of Lender;
(i) Owner shall provide Lender with possession of all chattel paper and instruments constituting the Collateral, and Owner shall promptly mark all chattel paper, instruments, and documents constituting the Collateral to show that the same are subject to Lender's security interest;
(j) All of Owner's accounts or contract rights; chattel paper; documents; general intangibles; instruments; and federal, state, county, and municipal government and other permits and licenses; trusts, liens, contracts, leases, and agreements constituting the Collateral are and shall be valid, genuine and legally enforceable obligations and rights belonging to Owner against one or more third parties and not subject to any claim, defense, set-off or counterclaim of any kind;
(k) Owner shall not amend, modify, replace, or substitute any account or contract right; chattel paper; document; general intangible; or instrument constituting the Collateral without the prior written consent of Lender;
(l) Owner has the right and is duly authorized to enter into and perform its obligations under this Agreement. Owner's execution and performance of these obligations do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may now or hereafter be binding on Owner;
(m) No action or proceeding is pending against Owner which might result in any material or adverse change in its business operations or financial condition or materially affect the Collateral;
(n) Owner has not violated and shall not violate any applicable federal, state, county or municipal statute, regulation or ordinance (including but not limited to those governing Hazardous Materials) which may materially and adversely affect its business operations or financial condition or the Collateral;
(o) Owner shall, upon Lender's request, deposit all proceeds of the Collateral into an account or accounts maintained by Owner or Lender at Lender's institution; and
(p) This Agreement and the obligations described in this Agreement are executed and incurred for business and not consumer purposes.

7. SALE OF COLLATERAL. Owner shall not assign, convey, lease, sell or transfer any of the Collateral to any third party without the prior written consent of Lender except for sales of inventory to buyers in the ordinary course of business.

8. FINANCING STATEMENTS AND OTHER DOCUMENTS. Owner shall take all actions and execute all documents required by Lender to attach, perfect and maintain Lender's security interest in the Collateral and establish and maintain Lender's right to receive the payment of the proceeds of the Collateral including, but not limited to, executing any financing statements, fixture filings, continuation statements, notices of security interest and other documents required by the Uniform Commercial Code and other applicable law. Owner shall pay the costs of filing such documents in all offices wherever filing or recording is deemed by Lender to be necessary or desirable. Lender shall be entitled to perfect its security interest in the Collateral by filing carbon, photographic or other reproductions of the aforementioned documents with any authority required by the Uniform Commercial Code or other applicable law. Lender may execute and file any financing statements, as well as extensions, renewals and amendments of financing statements in such form as Lender may require to perfect and maintain perfection of any security interest granted in this Agreement.

9. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Owner hereby authorizes Lender to contact any third party and make any inquiry pertaining to Owner's financial condition or the Collateral. In addition, Lender is authorized to provide oral or written notice of its security interest in the Collateral to any third party.

10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTIES. Lender shall be entitled to notify, and upon the request of Lender, Owner shall notify any account debtor or other third party (including, but not limited to, insurance companies) to pay any indebtedness or obligation owing to Owner and constituting the Collateral (cumulatively "Indebtedness") to Lender whether or not a default exists under this Agreement. Owner shall diligently collect the Indebtedness owing to Owner from its account debtors and other third parties until the giving of such notification. In the event that Owner possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance proceeds, Owner shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Owner for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

11. POWER OF ATTORNEY. Owner hereby appoints Lender as its attorney-in-fact to endorse Owner's name on all instruments and other remittances payable to Owner with respect to the Indebtedness or other documents pertaining to Lender's actions in connection with the Indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Owner under this Agreement. Lender's performance of such action or execution of such documents shall not relieve Owner from any obligation or cure any default under this Agreement. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

12. USE AND MAINTENANCE OF COLLATERAL. Owner shall use the Collateral solely in the ordinary course of its business, for the usual purposes intended by the manufacturer (if applicable), with due care, and in compliance with the laws, ordinances, regulations, requirements and rules of all federal, state, county and municipal authorities including environmental laws and regulations and insurance policies. Owner shall not make any alterations, additions or improvements to the Collateral without the prior written consent of Lender. Without limiting the foregoing, all alterations, additions and improvements made to the Collateral shall be subject to the security interest belonging to Lender, shall not be removed without the prior written consent of Lender, and shall be made at Owner's sole expense. Owner shall take all actions and make any repairs or replacements needed to maintain the Collateral in good condition and working order.

13. LOSS OR DAMAGE. Owner shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to all or any part of the Collateral. In the event of any Loss or Damage, Owner will either restore the Collateral to its previous condition, replace the Collateral with similar property acceptable to Lender in its sole discretion, or pay or cause to be paid to Lender the decrease in the fair market value of the affected Collateral.

14. INSURANCE. The Collateral will be kept insured for its full value against all hazards including loss or damage caused by fire, collision, theft or other casualty. If the Collateral consists of a motor vehicle, Owner will obtain comprehensive and collision coverage in amounts at least equal to the actual cash value of the vehicle with deductibles not to exceed $_____n/a___. Owner may obtain insurance on the Collateral from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Owner or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Collateral. In the event Owner fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Collateral and charge the insurance cost as an advance of principal under the promissory note. Owner shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Owner in making and settling claims under insurance policies, cancelling any policy or endorsing Owner's name on any draft or negotiable instrument drawn by any insurer.

15. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Owner's obligations with respect to the Collateral under any circumstances. Owner shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses to the extent permitted by applicable law), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to its business operations or the Collateral including, but not limited to, those arising from Lender's performance of Owner's obligations with respect to the Collateral. Owner, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs to the extent permitted by applicable law, incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Owner's cost.

16. TAXES AND ASSESSMENTS. Owner shall execute and file all tax returns and pay all taxes, licenses, fees and assessments relating to its business operations and the Collateral (including, but not limited to, income taxes, personal property taxes, withholding taxes, sales taxes, use taxes, excise taxes and workers' compensation premiums) in a timely manner.

17. INSPECTION OF COLLATERAL AND BOOKS AND RECORDS. Owner shall allow Lender or its agents to examine, inspect and make abstracts and copies of the Collateral and Owner's books and records pertaining to Owner's business operations and financial condition or the Collateral during normal business hours. Owner shall provide any assistance required by Lender for these purposes. All of the signatures and information pertaining to the Collateral or contained in the books and records shall be genuine, true, accurate and complete in all respects. Owner shall note the existence of Lender's security interest in its books and records pertaining to the Collateral.

SCHEDULE A

30 USED 100 TON, 24,000 GALLON INTERIOR COILED/NON INSULATED, GENERAL PURPOSE RAILROAD TANK CARS, CAR NUMBERS:

JDSX 60060	JDSX 60162
JDSX 60062	JDSX 60168
JDSX 60107	JDSX 60291
JDSX 60140	JDSX 60329
JDSX 60149	JDSX 60398
JDSX 60001	JDSX 60029
JDSX 60040	JDSX 60041
JDSX 60055	JDSX 60070
JDSX 60072	JDSX 60076
JDSX 60079	JDSX 60123
JDSX 60155	JDSX 60164
JDSX 60178	JDSX 60326
JDSX 60332	JDSX 60379
JDSX 60397	JDSX 60409
JDSX 60415	JDSX 60419

JW 9/17/98

CAR NUMBERS WERE PREVIOUSLY SUNX & ARE BEING CHANGED TO JDSX.
THIS SECURITY AGREEMENT ALSO COVERS ANY HEREAFTER ACQUIRED RAILROAD TANK CARS.

SCHEDULE B

SCHEDULE C

SCHEDULE D

18. DEFAULT. Owner shall be in default under this Agreement in the event that Owner, Borrower or any guarantor:

(a) fails to make any payment under this Agreement or any other indebtedness to Lender when due;
(b) fails to perform any obligation or breaches any warranty or covenant to Lender contained in this Agreement or any other present or future, written or oral, agreement regarding this or any other indebtedness to Lender;
(c) provides or causes any false or misleading signature or representation to be provided to Lender;
(d) allows the Collateral to be destroyed, lost or stolen, damaged in any material respect, or subjected to seizure or confiscation;
(e) seeks to revoke, terminate or otherwise limit its liability under any continuing guaranty;
(f) permits the entry or service of any garnishment, judgment, tax levy, attachment or lien against Owner, any guarantor, or any of their property;
(g) dies, becomes legally incompetent, is dissolved or terminated, ceases to operate its business, becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding;
(h) allows the Collateral to be used by anyone to transport or store goods, the possession, transportation, or use of which, is illegal; or
(i) causes Lender to deem itself insecure for any reason.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Agreement, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to change Owner's mailing address, open Owner's mail, and retain any instruments or other remittances constituting the Collateral contained therein;
(d) to take possession of any Collateral in any manner permitted by law;
(e) to apply for and obtain, without notice and upon ex parte application, the appointment of a receiver for the Collateral without regard to Owner's financial condition or solvency, the adequacy of the Collateral to secure the payment or performance of the obligations, or the existence of any waste to the Collateral;
(f) to require Owner to deliver and make available to Lender any Collateral at a place reasonably convenient to Owner and Lender;
(g) to sell, lease or otherwise dispose of any Collateral and collect any deficiency balance with or without resorting to legal process (if notice to Borrower of the intended disposition of the Collateral is required by law, five (5) days notice shall constitute reasonable notification);
(h) to set-off Owner's obligations against any amounts due to Owner including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. If notice to Owner of intended disposition of Collateral is required by law, five (5) days' notice shall constitute reasonable notification. In the event that Lender institutes an action to recover any Collateral or seeks recovery of any Collateral by way of a prejudgment remedy in an action against Owner, Owner waives the posting of any bond which might otherwise be required. Lender's remedies under this paragraph are in addition to those available at common law, such as setoff.

20. WAIVER OF JURY TRIAL. LENDER AND OWNER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THE PROMISSORY NOTE, THIS AGREEMENT AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER MAKING THE LOAN EVIDENCED BY THE PROMISSORY NOTE.

21. APPLICATION OF PAYMENTS. Whether or not a default has occurred under this Agreement, all payments made by or on behalf of Owner and all credits due to Owner from the disposition of the Collateral or otherwise may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses to the extent permitted by applicable law) in connection with the exercise of its rights or remedies described in this Agreement and any interest thereon and then to the payment of the remaining Obligations in whatever order Lender chooses.

22. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Owner shall reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Owner or the exercise of any right or remedy belonging to Lender under this Agreement, together with interest thereon at the lower of the highest rate described in any promissory note or credit agreement executed by Borrower or Owner or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations, shall be secured by the Collateral identified in this Agreement and shall be payable upon demand.

23. ASSIGNMENT. Owner shall not be entitled to assign any of its rights, remedies or obligations described in this Agreement without the prior written consent of Lender. Consent may be withheld by Lender in its sole discretion. Lender shall be entitled to assign some or all of its rights and remedies described in this Agreement without notice to or the prior consent of Owner in any manner.

24. MODIFICATION AND WAIVER. The modification or waiver of any of Owner's Obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Owner's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Owner's Obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Owner or third party or any of its rights against any Owner, third party or collateral.

25. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Owner and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

26. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

27. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

28. APPLICABLE LAW. This Agreement shall be governed by the laws of the state identified in Lender's address. Owner consents to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Agreement.

29. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Owner agrees to pay Lender's attorneys' fees to the extent permitted by applicable law, and collection costs (subject to any restrictions imposed by law).

30. MISCELLANEOUS. This Agreement is executed for commercial purposes. Owner shall supply information regarding Owner's business operations and financial condition or the Collateral in the form and manner requested by Lender. All information furnished by Owner to Lender shall be true, accurate and complete in all respects. Owner and Lender agree that time is of the essence. Owner waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Owner in this Agreement shall include all parties signing below except Lender. If there is more than one Owner, their obligations shall be joint and several. This Agreement shall remain in full force and effect until Lender provides Owner with written notice of termination. This Agreement and any related documents represent the complete and integrated understanding between Owner and Lender pertaining to the terms and conditions of those documents.

31. ADDITIONAL TERMS:

Owner acknowledges that Owner has read, understands, and agrees to the terms and conditions of this Agreement.

Dated: SEPTEMBER 17, 1996

OWNER: J & J RAILCAR LEASING, LLC
BY: Jack Denton
JACK DENTON
TITLE: MEMBER/MANAGER

OWNER:
BY: _____
TITLE: _____

OWNER:
BY: _____
TITLE: _____

OWNER:
BY: _____
TITLE: _____

LENDER: WESTERN STATE BANK
BY: Jeff Whitham
JEFFREY F. WHITHAM
TITLE: PRESIDENT

I Kimberly S. Partin, Notary Public, have compared the copy with the original and have found the copy to be complete and identical in all respects to the original document.

Kimberly S. Partin

Kimberly S. Partin, Notary Public
My Commission Expires April 8, 2000

KIMBERLY S. PARTIN
Notary Public - State of Kansas
My Appt. Expires

Mid-Am Equipment, Inc.

P.O. Box 5739 • Mesa, AZ 85201-5739
(602) 655-8133 • FAX (602) 655-8144

INVOICE **NO.** 2137

Date: JULY 12, 1996

FAXED

Sold To:
J & J RAILCAR LEASING LLC
ATTN: JOHN SYNAR
1110 E. TRAIL STREET
DODGE CITY, KS 67801

Ship To:
J & J RAILCAR LEASING LLC
WILL ADVISE

Customer Order No.	Date Shipped	Shipped Via
PURCHASE AGREEMENT 7/10/96	ASAP	RAIL

Terms	F.O.B.	Freight
*NET WIRE PRIOR TO SHIPMENT	HUGO, OK.	PREPAID

Quantity	Description	Unit Price	Amount
TEN (10)	SECONDHAND, 100-TON, 24,000 GALLON INTERIOR COILED/NON INSULATED, GENERAL PURPOSE TANK CARS. ALL TERMS AND CONDITIONS OUTLINED IN PURCHASE AGREEMENT DATED JULY 10, 1996 CAR NUMBERS: SUNX 60060 SUNX 60162 60062 60168 60107 60291 60140 60329 60149 60398	$16,500.00	$165,000.00
	JDSX		
	TOTAL:		========== $165,000.00

*WIRE TRANSFER INSTRUCTIONS ARE ATTACHED

PAID

Tax Exempt - For Resale

1 1/2% per month service charge after 30 days.
Annual percentage rate 18%.

2nd set of cars.

SCHEDULE "A" TO PURCHASE AGREEMENT DATED SEPTEMBER 6, 1996

SUNX 60001
SUNX 60029
SUNX 60040
SUNX 60041
SUNX 60055
SUNX 60070
SUNX 60072
SUNX 60076
SUNX 60079
SUNX 60123
SUNX 60155
SUNX 60164
SUNX 60178
SUNX 60326
SUNX 60332
SUNX 60379
SUNX 60397
SUNX 60409
SUNX 60415
SUNX 60419