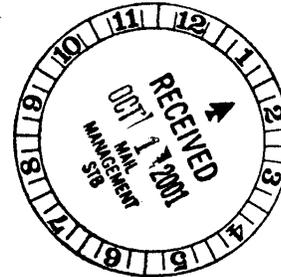


Gold Bank
CREDIT ADMINISTRATION

September 27, 2001



Surface Transportation Board
Department of Transportation
Attn: Secretary
1925 K Street, NW
Washington, DC 20423-0001

RECORDED 23691 FILED
OCT 5 '01 4-30 PM
TS
SURFACE TRANSPORTATION BOARD

Dear Secretary:

I have enclosed two certified copies of each of the document(s) described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are a Security Agreement and a Secured Guaranty/Security Agreement, both primary documents. The names and addresses of the parties to the documents are as follows:

Debtor: Trinity Chemical Leasing, L.L.C.
8801 South Yale, Suite 210
Tulsa, OK 74137

Secured Party: Gold Bank
PO Box 5258
Enid, OK 73702

A description of the equipment covered by the document follows:

(33) 20,000 Gallon Capacity Tank Cars, Numbered CGBX a/k/a TCIX 4300 to 4359 Series, Specific CGBX a/k/a TCIX car numbers are as follows: 4301, 4302, 4305, 4307, 4308, 4310, 4311, 4314, 4316, 4318, 4319, 4321, 4324, 4325, 4328, 4329, 4330, 4331, 4332, 4333, 4334, 4335, 4337, 4338, 4339, 4343, 4344, 4345, 4346, 4349, 4351, 4352, 4353, 4354, 4355, 4358

A fee of \$56.00 is enclosed (\$28.00 per document). Please return one recorded, certified copy of each document to Gold Bank, Attn: Radean Reed, PO Box 5258, Enid, OK 73702.

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

More Than Money

Gold Bank • 2300 N 10th SE • PO Box 5258 • Enid, Oklahoma 73702-5258 • 580-234-6057 • Fax 580-234-0615 • www.goldbank-ok.com

A Security Agreement and a Secured Guaranty/Security Agreement
Executed by and between Trinity Chemical Leasing L.L.C. and Gold
Bank. The equipment is (33) Railroad Tank Cars and equipment lease
by and between Trinity Chemical Industries, Inc. and GNI Technical
Services, Inc.

Thank you for your assistance.

Yours truly,

A handwritten signature in black ink, appearing to be "Paul A. Reherman", written over a horizontal line.

Paul A. Reherman
Vice President

PAR:rr
Enclosures

SECURITY AGREEMENT

DEBTOR'S NAME(S)	LENDER'S NAME AND ADDRESS
TRINITY CHEMICAL LEASING, L.L.C.	Gold Bank Tulsa-Garnett P. O. Box 5258 Enid, OK 73702-5258
DEBTOR'S ADDRESS	
8801 SOUTH YALE SUITE 210 TULSA, OK 74137	

I. **GRANT OF SECURITY INTEREST.** For value received, the undersigned (referred to as "Debtor" whether one or more) grants to Secured Party named above a security interest in the Collateral described below to secure the payment of the "Indebtedness" (as defined below) and performance of all Debtor's obligations and agreements in this Agreement or other documents evidencing the Indebtedness.

II. **DESCRIPTION OF COLLATERAL.** The "Collateral" shall include:

33- 20,000 GALLON CAPACITY TANK CARS NUMBERED IN CGBX A/K/A TCIX 4300 TO 4359 SERIES. SPECIFIC "CGBX" A/K/A "TCIX" CAR NUMBERS ARE AS FOLLOWS: 4301, 4302, 4305, 4307, 4308, 4310, 4311, 4314, 4316, 4318, 4319, 4321, 4324, 4325, 4328, 4329, 4330, 4331, 4332, 4333, 4334, 4335, 4337, 4338, 4339, 4343, 4344, 4345, 4346, 4355, 4349, 4351, 4352, 4353, 4354, AND 4358.

RECORDED IN 23691

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SURFACE TRANSPORTATION BOARD

CERTIFIED TRUE COPY

This Agreement also secures, and the "Collateral" includes:

- Proceeds, Replacements, Accessions and Additions.** All proceeds of the Collateral regardless of kind, character or form, (including insurance payable by reason of loss or damage to the Collateral and returned or unearned insurance premiums), and all products of, replacements and substitutions for, and additions and accessions to the Collateral. Proceeds of the Collateral are also further identified and described in the "Additional Provisions" on the reverse side of this Agreement.
- After-Acquired Property.** All after-acquired property of the same kind or character as the Collateral, including any after-acquired property identified and described in the "Additional Provisions" on the reverse side of this Agreement. Provided, however, the security interest shall not attach to household goods not purchased with the proceeds of this loan or other after-acquired consumer goods, except accessions, unless Debtor acquires rights in the after-acquired consumer goods within 10 days after Secured Party advances funds to Debtor.
- Deposits.** Unless prohibited by law, any property, tangible or intangible, in possession of Secured Party at any time during the term of this Agreement, or any indebtedness due from Secured Party to Debtor and any deposit or credit balances due from Secured Party to Debtor, and Secured Party may at any time while the whole or any part of the Indebtedness remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward payment of the Indebtedness or any obligation of Debtor to Secured Party.

In addition to any other Collateral described above and the "Additional Provisions" on the reverse side of this Agreement, if the Collateral includes accounts, inventory, equipment, fixtures, general intangibles, and/or farm products, the following definitions apply:

"Accounts" shall mean all present and future rights of Debtor to payment for services rendered or goods sold or leased, which are not evidenced by Instruments or Chattel Paper, and whether or not they have been earned by performance;

"Inventory" shall mean any and all goods, wherever located, whether now owned or hereafter acquired by Debtor, which are held for sale or lease, furnished under any contract of service or held as raw materials, work in process or materials used or consumed in Debtor's business;

"Equipment" shall mean all of the Debtor's now owned and hereafter acquired machinery, equipment, furniture, furnishings, and other tangible personal property (except inventory), including, without limitation, computer terminals, computers, data processing hardware and software, and office equipment; together with all present and future additions and accessions thereto, replacements therefor, components and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto, wherever any of the foregoing is located;

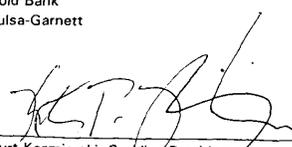
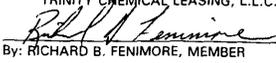
"Fixtures" shall mean anything affixed to the Debtor's real estate, wherever located, including without limitation, anything attached to it, or imbedded in it, or permanently resting on it, or permanently attached to or resting on or in what is thus permanent, and shall include anything attached to, installed in, or used in connection with the buildings and other improvements now erected or hereafter to be erected on the Debtor's real estate, and further including without limitation, all heating, plumbing, lighting, water heating, refrigerating, incinerating, ventilating and air conditioning equipment, disposals, washers, refrigerators and ranges, manufacturing equipment and apparatus, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, wash tanks, engines, machines, elevators, motors, cabinets, shades, blinds, partitions, screens, storm doors and windows, awnings, floor coverings, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which property and things are hereby declared to be permanent fixtures and accessions to the Debtor's real estate;

"General Intangibles" shall mean all choses in action, causes of action and all other intangible personal property of Debtor of every kind and nature (other than Accounts) including, without limitation, corporate or other business records, liens, inventions, designs, patents, patent applications, service marks, trademarks, tradenames, trade secrets, goodwill, registrations, copyrights, licenses, permits, franchises, customer lists, tax refund claims and the like, wherever located;

"Farm Products" shall include crops or livestock (including all increases in the livestock and all conceived but unborn young), supplies used or produced in farming operations, products of crops or livestock in their unmanufactured states (such as ginned cotton, wool, maple syrup, milk, eggs) and shall also include all crops and products which are growing or planted on and after the date of this Agreement on the property described in a the Effective Financing Statement, and whether or not they are proceeds of crops, all payments or other general intangibles and proceeds due or received from government agricultural assistance programs, including without limitation USDA/CCC deficiency and diversion payments of cash, PIK certificates and entitlements, and CRP bonus and rental payments. If the security interest is given in conjunction with a lease or purchase of land or improvements on land, then farm products includes all crops to be grown on the land during the period of the real estate transaction.

III. **SECURED INDEBTEDNESS.** The security interest granted under this Agreement secures the following (referred to as the "Indebtedness"): (1) the performance of all of the agreements, obligations, covenants and warranties of the Debtor as set forth in this Agreement or any other agreement between Debtor and Secured Party; (2) all liabilities of Debtor to Secured Party of every kind and description, including (a) all promissory notes given from Debtor to Secured Party, (b) all future advances from Secured Party to Debtor, whether in the form of a loan for a similar or different purpose than any other loan to Debtor, (c) Debtor's overdrafts, whether business or personal, (d) direct or indirect liabilities, (e) liabilities due or to become due and whether absolute or contingent, and (f) liabilities now existing or hereafter arising and however evidenced; (3) all extensions, renewals and deferrals of liabilities of Debtor to Secured Party for any term or terms, to which the undersigned hereby consents; (4) all interest and other finance charges due or to become due on the liabilities of Debtor to Secured Party; (5) All expenditures by Secured Party involving the performance or enforcement of Debtor's obligations, agreements, covenants and warranties under this Agreement or any other agreement between Debtor and Secured Party; and (6) All costs, attorneys' fees and other expenditures of Secured Party in the collection and enforcement of any obligation or liability of Debtor to Secured Party and in the collection and enforcement, sale or other liquidation of any of the Collateral.

IV. **ADDITIONAL PROVISIONS.** The undersigned specifically agree to all of the "Additional Provisions" on the reverse side of this Agreement.

LENDER'S SIGNATURE	DEBTORS' SIGNATURE(S)
Gold Bank Tulsa-Garnett	TRINITY CHEMICAL LEASING, L.L.C.
	
By: Kurt Kazmierski, Sr. Vice President	By: RICHARD B. FENIMORE, MEMBER

FSELO091120010926536

SECURED GUARANTY/SECURITY AGREEMENT

DATE OF AGREEMENT

09/11/2001

Table with 3 columns: BORROWER NAME AND ADDRESS, THIRD PARTY NAME AND ADDRESS, LENDER NAME AND ADDRESS. Includes addresses for Trinity Chemical Leasing, L.L.C., Trinity Chemical Industries, Inc., and Gold Bank.

Table with 5 columns: Note Number, Principal Amount of Note, Date of Note, Maturity Date, Officer Initials. Values: 121565, \$ 561,425.00, 09/11/2001, 09/11/2004, KPK.

In this Agreement, the terms "you" and "your" refer to the Third Party named above (whether one or more), the terms "Lender," "we," "us," and "our" refer to the Lender named above, and the term "Borrower" refers to the Borrower named above. The term "Note" refers to the note described above, the term "Loan" refers to the loan evidenced by the Note, and the term "Financing Agreements" refers to all other documents or instruments evidencing or securing the Loan.

- Grant of Collateral Only. You offer as collateral the property described below to secure payment and performance of the Borrower's obligations contained in the Note and the Financing Agreements (collectively, the "Indebtedness").
Unlimited Guaranty of Specific Debt (with guaranty of deficiency). You guarantee to the Lender the absolute, complete and punctual performance of the agreements of the Borrower contained in the Note and the Financing Agreements, including, without limitation, the payment of all principal, interest, attorneys' fees, expenses of collection and other sums now or later owing by the Borrower to the Lender (the "Indebtedness").
Unlimited Guaranty of All Debt (with guaranty of deficiency). You guarantee to the Lender the absolute, complete and punctual performance of the agreements of the Borrower contained in the Note and the Financing Agreements, including, without limitation, the payment of all principal, interest, attorneys' fees, expenses of collection and other sums now or later owing by the Borrower to the Lender.

Security Agreement. To secure your obligations under this Agreement and payment of the Indebtedness of Borrower to Lender, you grant a security interest to Lender in all the following, which shall be referred to collectively as the "Collateral": All of Debtor's chattel paper, whether tangible or electronic, now existing or hereafter acquired, and all accounts, whether now existing or hereafter arising or acquired, and all returned or repossessed goods related thereto, including but not limited to assignment of Confidential Agreement dated March 31, 2000 by and between TRINITY CHEMICAL INDUSTRIES, INC. and GNI TECHNICAL SERVICES, INC..

RECORDING NO. 23691 FILED OCT 5 '01 4:30 PM SERVICE TRANSPORTATION BOARD

CERTIFIED TRUE COPY [Signature]

For purposes of this Agreement, any term used in the Uniform Commercial Code, as adopted and revised from time to time in the State of Oklahoma ("UCC"), and not defined in this Agreement has the meaning given to the term in the UCC. Your location (if other than the address reflected above) is in the state of Oklahoma. This term "Collateral" also includes to the extent not listed above as original collateral:

(1) After-Acquired Property. After-acquired property, provided, however, the security interest will not attach to (a) consumer goods, other than an accession when given as additional security, unless the Debtor acquires rights in them within 10 days after the Lender gives value; or (b) a commercial tort claim. (2) Proceeds. Proceeds, products, additions, substitutions and accessions of the Collateral. (3) Deposits. Unless prohibited by law, any property (excluding Individual Retirement Accounts and other qualified retirement accounts), tangible or intangible, in possession of Lender at any time during the term of this Agreement, or any indebtedness due from Lender to Debtor and any deposits or credit balances due from Lender to Debtor, and Lender may at any time while the whole or any part of the Indebtedness remains unpaid, whether before or after maturity thereof, be appropriated, held or applied toward payment of the Indebtedness or any obligation of Borrower to Lender.

- 1. Permissible Modifications. You agree Lender may at any time and from time to time without the further consent of or notice to you, without incurring responsibility to you, without impairing or releasing your obligations, and upon any terms and conditions the Lender may elect: (a) change the manner, place or terms of payment or extend the time of payment of the Indebtedness; (b) renew, increase or alter any of the Indebtedness; (c) raise or lower any interest rate or rates charged Borrower; (d) sell, exchange, release, surrender, realize upon or otherwise deal or not deal in any manner and in any order with the Collateral and any other property at any time pledged to secure or securing the Indebtedness; (e) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (f) settle or compromise any Indebtedness; (g) subordinate the payment of all or part of any of the Indebtedness to the payment of any liabilities which may be due Lender or others; (h) apply any sums paid by or for account of Borrower to any of Borrower's obligations to Lender regardless of what liability of Borrower to Lender remains unpaid and regardless of which part of Borrower's liability such sums were intended to be applied; (i) release any of you or any other party liable upon or for any Indebtedness or other obligation and such release will not affect the obligation under this Agreement of any of you or any other party not so released; (j) add or release the primary or secondary liability of principals, guarantors, or other parties; and/or (k) obtain additional collateral security.
2. Your Waivers. You waive: (a) acceptance of this Agreement; (b) notice of the creation of any of the Indebtedness; (c) presentment, demand for payment, notice of default or non-payment, notice of acceleration, notice of disposition of security, notice of dishonor or protest to or upon any party and all other notices required or permitted by this Agreement, any other agreement, course of dealing, usage of trade, course of performance and, to the extent allowed, the law; (d) any exercise of any remedy which the Lender now has or later acquires against the Borrower or any other party; (e) any impairment of Collateral, including, but not limited to, the failure to perfect, or maintain perfection of, a security interest in Collateral; (f) any event, or any act or omission of the Lender (except acts or omissions in bad faith) which materially increases the scope of your risk, including the manner of administration of the Loan and changes in the form or manner in which any party does business or in their financial condition and any notice of any such change; and (g) any right to setoff under applicable law.
3. Enforcement. Upon the occurrence of any event of default under the Note or the other Financing Agreements (referred to as an "Event of Default"), the Lender may, at the Lender's option, and subject to the terms of this Agreement, proceed to enforce this Agreement directly against you without first proceeding against Borrower or any other person liable for payment or performance under the Financing Agreements and, if you are personally liable for payment of the Indebtedness, without first proceeding against or exhausting any Collateral.
4. Lender's Remedies. Upon the occurrence of an Event of Default, and at any later time, Lender may, except as otherwise provided by law, at its option and without notice or demand to you, exercise any and all rights and remedies provided by the UCC, as well as all other rights and remedies Lender possesses, including but not limited to the right to: (a) declare all of the Indebtedness immediately due and payable; (b) require you to assemble the Collateral or evidence of the Collateral and make it available to Lender at a place Lender designates which is reasonably convenient to both parties; (c) repossess the Collateral, and for this purpose Lender is granted authority to enter into and upon any premises on which any part of the Collateral may be situated and remove it, (you further authorize Lender or its independent contractors to

- take possession of and hold any property located in or temporarily attached to the Collateral and if you have not reclaimed such property within 10 days after notice of its taking and location is sent to you, such property may be sold and the proceeds applied to the Indebtedness and expenses and other amounts due to Lender); (d) possess all books and records evidencing or pertaining to the Collateral and any personal property in or associated with the Collateral, and for this purpose Lender is granted authority to enter into and upon any premises at which any part of such books and records may be situated and remove them; (e) transfer any of the Collateral or evidence of the Collateral into Lender's own name or that of a nominee, and receive the proceeds and hold the same as security for the Indebtedness or apply the proceeds on or against any such liability; and (f) sell or otherwise dispose of the Collateral (any required notice of sale shall be adequate if given at your address set forth in this Agreement by mailing the notice at least 10 days before or any sale or other disposition or action).
You waive any right you may have to require Lender to pursue any third person for any of the Indebtedness. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. Lender has no obligation to clean-up or otherwise prepare the Collateral for sale. Lender may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranty of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Lender sells any of the Collateral upon credit, you will be credited only with payments actually made by the purchaser, received by Lender and applied to the Indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, Lender may rescind the Collateral and you shall be credited with the proceeds of the sale.
5. Your Claims Against Borrower. You waive, as of the date of this Agreement, any claim, as that term is defined in the Federal Bankruptcy Code, which you might have or acquire against the Borrower arising from the existence or performance of your obligations under this Agreement and to that extent you are not a creditor of the Borrower. In addition to the waiver of the status of creditor, it is agreed that the Indebtedness excludes all portions of the Indebtedness paid by the Borrower during the period of time within one year prior to the filing of any bankruptcy, reorganization or insolvency proceedings by or against the Borrower. If any payment made by the Borrower to the Lender is determined to be avoidable under applicable state law or the Federal Bankruptcy Code, to that extent, if demanded by the Lender, this Agreement is deemed to be reinstated to include the amount within the Indebtedness under this Agreement.
6. Acknowledgments. By signing below, you acknowledge having read this Agreement (including the Additional Provisions on the reverse side), reviewed it to the extent desired with legal counsel, and received a copy of it and an explanation of any questions. You also have read any cosigner notice provided by Lender. You also represent that you are aware of the financial condition of Borrower and acknowledge a responsibility to monitor that financial condition as long as this Agreement is outstanding and that you are not relying on the Lender to provide information on the Borrower's financial condition, now or in the future.

RECEIPT FOR COLLATERAL SIGNATURE(S) TRINITY CHEMICAL INDUSTRIES, INC. By: RICHARD B. FENIMORE, PRESIDENT By: Kurt Kazmierski, Sr. Vice President

ADDITIONAL PROVISIONS

7. **Absolute Guaranty.** If you have also guaranteed payment of the Indebtedness, your obligations under this Agreement shall be an absolute, unconditional and continuing guaranty of payment and not of collection and shall be binding on you, and your heirs, successors, representatives and assigns. (a) regardless of your death or cessation of existence or any other party liable for any Indebtedness or other obligation guaranteed; (b) regardless of any defenses, claim or discharge available to the Borrower under law or under any agreement with the Lender; and (c) regardless of any failure or delay by the Lender to perfect or keep perfected any lien or security interest in any of the Collateral. This Agreement is an independent obligation which is separately enforceable from any obligation of the Borrower.
8. **Financial Information.** All applications, balance sheets, earnings statements, and other financial information and representatives which have been or may later be furnished to Lender by you fairly represent your financial condition as of the date and for the period shown in such documents. All information furnished to Lender at any time and in any form is, or shall be at the time furnished, true and accurate in all material respects and sufficiently complete to give Lender full knowledge of the subject matter. You will provide to Lender annually, or more frequently if Lender so elects, such financial information about your affairs as Lender may reasonably request. Your financial condition has not changed materially since the effective date of the last furnished financial information except as you have reported to Lender in writing.
9. **Information on Collateral.** You will furnish to Lender information adequate to identify all Collateral, in a form and at such times as Lender may request. You also will deliver to Lender, upon request, true copies of purchase orders, shipping, delivery and warehouse receipts, and invoices evidencing and describing the Collateral, as well as true copies of all contracts to furnish goods or services to your customers. You will execute such documents as Lender may require to evidence, perfect and record Lender's security interest granted by this Agreement and enable Lender to receive proceeds and distributions from or interest in the Collateral.
10. **Encumbrances on Collateral; Exception of Security Interest.** Except for the security interest granted by this Agreement and except for any security interest previously disclosed in writing to Lender, you own the Collateral (or have rights in or the power to transfer the Collateral) free from any prior liens, security interests or encumbrances. You warrant title to and will defend the Collateral against all claims and demands of persons claiming any interest in the Collateral adverse to Lender. You will not permit any liens or security interests other than Lender's security interest to attach to any of the Collateral, and will not permit the Collateral to be levied upon, garnished or attached under any legal process, or permit any other thing to be done that may impair the value of the Collateral or the security interest granted to Lender. You agree to join with Lender in executing one or more Lien Entry Forms, Financing Statements, or Effective Financing Statements in form satisfactory to Lender and provide such other documents as may be required from time to time in order to evidence, perfect or continue perfection, or record the security interest granted in this Agreement. You authorize and grant to Lender a power of attorney to execute such documents on your behalf. A carbon, photographic or other reproduction of this Agreement or of any Financing Statement is sufficient as a Financing Statement.
11. **Location of Collateral.** You will give Lender written notice of each office or location at which the Collateral and your records pertaining to the Collateral are kept. You shall not be required to give such notice if all Collateral and all of your records pertaining to the Collateral are and shall be kept at your address shown on the face of this Agreement, and if such address is your chief executive office. You will notify Lender in writing of any proposed change in any of the offices or locations of the Collateral, prior to the proposed change. You will not remove or permit removal of any of the Collateral from the location specified in this Agreement without Lender's prior written consent, except as otherwise provided in this Agreement.
12. **Sale, Lease or Disposition of Collateral Prohibited.** You shall not sell, mortgage, transfer, exchange, lease, hypothecate, assign, license, grant any other security interest or otherwise dispose of all or any part of the Collateral or your rights in it without first obtaining Lender's written consent. Lender's consent may be conditioned upon any requirements (including, but not limited to, the application of proceeds to the Indebtedness) which Lender deems to be for the protection of its security interest. Lender's consent will not be deemed to be effective unless and until such requirements and conditions have been fulfilled. Neither your grant of a security interest in the proceeds of the Collateral nor any requirement that you furnish a Statement concerning farm products, if applicable, shall be construed to mean that Lender consents to sale or any other disposition of the Collateral.
13. **Maintenance and Inspection.** You, at your own expense, shall (a) keep the Collateral in good condition and repair so that its value and operating efficiency shall be maintained and preserved; (b) not permit the Collateral to be misused, abused, wasted or allowed to deteriorate, except for the ordinary wear and tear; (c) prudently protect the Collateral from the elements; and (d) use the Collateral lawfully and not permit its illegal use or its use in a manner not permitted or covered by the insurance on the Collateral required by this Agreement. You shall promptly comply with all requirements of any governmental agency affecting the Collateral and, upon Lender's request, deliver to Lender evidence of such compliance. You shall at all times keep accurate and complete books and records of transactions and information relating to the Collateral. You grant to Lender the right and privilege of making such inspections of the Collateral and your books and records relating to it as Lender deems necessary, and auditing or causing an audit or verification of such books and records, at any time and from time to time, including contacting your customers or suppliers in connection with such audit or verification. You agree to assist Lender in facilitating such audits, verifications and inspections.
14. **Taxes and Fees.** You shall pay promptly any and all taxes, assessments and license fees with respect to the Collateral or use of the Collateral when the same shall become due. If the Collateral is on or affixed to your real property, you shall make all such payments with respect to the real property when due.
15. **Affixing to Real Property Prohibited.** You shall not permit any of the Collateral to become an accession or affixed to personal property or become attached or affixed to real property without first obtaining Lender's written consent. Lender's consent may be conditioned upon any requirements (including, but not limited to, the subrogation of other interest owners in and to such other personal or real property to Lender's rights and interest in the Collateral) which Lender deems to be for the protection of its security interest. Lender's consent will not be deemed to be effective unless and until such requirements and conditions have been fulfilled.
16. **Insurance on the Collateral.** While any of the Indebtedness remains outstanding and throughout the full term of this Agreement, you shall maintain and pay for insurance on all Collateral, wherever located, including but not limited to storage facilities or in transit in vehicles, including goods evidenced by documents. Such insurance shall be purchased through any person of your choice, with companies acceptable to Lender, against such casualties, hazards, public liabilities and other risks, and in such amounts as prudent and adequate to protect Lender or as Lender shall require. All insurance policies, except for vendor's single interest insurance, or certified copies of such policies evidencing the insurance coverage shall be furnished to Lender within 10 days of the date of this Agreement. All policies of insurance shall provide for at least 10 days' prior written notice to Lender of cancellation. Lender may act as your attorney-in-fact, with power of attorney to (a) procure insurance; (b) make, adjust, and settle claims under or cancel such insurance; and (c) endorse your name on any drafts or checks drawn by insurers of the Collateral. Provided, however, Lender is under no obligation and has no duty to procure insurance, pay premiums, make, adjust or settle claims with respect to any insurance or to cancel any insurance required by this Agreement. You assign to Lender any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever, and direct insurers to pay Lender any amounts so due. Any balance of insurance proceeds remaining after payment in full of all Indebtedness shall be paid to you.
17. **Possession.** You shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Lender chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in the possession of a third party, you will join with Lender in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.
18. **Control.** You will cooperate with Lender in obtaining control with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights, electronic chattel paper.
19. **Chattel Paper.** If the Collateral includes chattel paper, you will not create any chattel paper without placing a legend on the chattel paper acceptable to Lender indicating that Lender has a security interest in the chattel paper.
20. **Your Name and Location.** Your exact legal name is as set forth on the reverse side of this Agreement. If you are an individual, your principal residence is at your address as set forth herein. If you are an entity other than an individual, your location (i.e., place of business, chief executive office or state of organization, as the case may be) is in the state reflected for your address or as otherwise set forth on the reverse side of this Agreement. Until the Indebtedness is paid in full, you agree that you will not change your location (for example, your principal residence or state of incorporation) or your legal name without providing Lender 30 days' prior written notice.
21. **Your Cooperation.** In addition to your other obligations and agreements in this Agreement, and Lender's remedies, you agree and promise to do all acts which Lender deems reasonable or necessary to preserve or protect the Collateral, including, without limitation, the following: (a) **Farm Products and Livestock:** If the Collateral includes "farm products," you agree to execute and deliver to Lender an "Effective Financing Statement" containing all information required by law. You also agree to furnish to the Lender a list of the names and addresses of the buyers, commission merchants, and selling agents to or through whom you may sell the farm products and agree to keep such list current. If the Collateral includes livestock, to the extent Lender deems it necessary to preserve the Collateral, and upon Lender's demand, with an appropriate credit for its value, you will make available to Lender all feed, both hay and grain, and all equipment owned by you and used in the feeding and handling of the livestock. You will cooperate with Lender and use your best efforts to allow Lender use of all your rights, title and interest in or to all water privileges, all other equipment used in the feeding and handling of the livestock, and all contracts and leases covering lands for pasture and grazing; (b) **Chattel Paper, Accounts, Instruments, Documents, Securities, Investment Property and Notes:** If the Collateral becomes evidenced by chattel paper, accounts, instruments, documents, shares of stock, unperfected securities, security entitlements or other securities, promissory notes, trade acceptances, or other instruments in writing, or if you receive stock rights, rights to subscribe, dividends of any kind or character (including liquidating dividends), new securities, cash, interest, or any other property by reason of ownership of the Collateral, the Collateral shall include all such property and, unless Lender provides otherwise, you immediately shall deliver and pledge the same to Lender, appropriately assigned or endorsed to Lender's order; (c) **Cash and Other Remittances:** Upon demand of and as specified by Lender, when you receive any checks, trade acceptances, drafts, cash, or other remittances, in payment of accounts or other Collateral or as proceeds of inventory or other Collateral, you shall apply the same directly on the Indebtedness, or deposit the same in a special account maintained with Lender and from which Lender has the power of withdrawal. If Lender so requires, you will promptly notify Lender of such applications or deposits, identifying in writing the source of same and the Collateral which has been converted into same. The funds in any such special account shall be held by Lender as security for the Indebtedness. Said proceeds shall be deposited in precisely the form received, except for your endorsement where necessary to permit collection of items, which endorsement you agree to make, and which Lender is hereby granted a power of attorney to make on your behalf if you fail or refuse to make such endorsement. Pending such deposits, you agree that any such checks, drafts, cash or other remittances will not be commingled with any of your funds or property, but will be held separate and apart and in trust for Lender until deposit of same is made in the special account. Lender will, at intervals to be determined by Lender, apply the whole or any part of any monies which are on deposit with Lender, whether owned by you or any other party liable for the Indebtedness, against the principal or interest due on the Indebtedness, or against your other obligations to Lender under this Agreement, at Lender's sole option, unless so applying those deposits would contravene any written agreement between you and Lender or any governmental regulation. Any portion of such funds on deposit which Lender elects not to apply will be paid to you by Lender; (d) **Proceeds:** Whenever the sale, exchange, or other disposition of inventory or other Collateral gives rise to an account, chattel paper, instrument, or other intangible for the payment of money, you, as required by Lender, shall notify Lender promptly of the sale, exchange, or other disposition of other Collateral and any resulting proceeds. With respect to any proceeds covered by this Agreement, you represent that (i) no set-off or counterclaim exists or shall be permitted to exist (ii) no agreements, have been or shall be entered into, for any material modification, deduction or discount, and (iii) no partial payments have been or shall be made, or shall be revealed to Lender by you, pending. All proceeds where the right to payment has not yet been earned by performance shall be evidenced by a binding written contract between you and third parties, and copies of such contracts shall be provided to Lender. Lender shall have the right to enforce such contracts and shall have the right to make payments directly to Lender and Lender shall have the right to enforce such contracts. Lender may exercise at any time. Until such time as Lender elects to exercise such right, you are authorized as Lender's agent to collect and enforce such proceeds. The costs of such collection and enforcement, including attorneys' fees and other expenses, shall be borne by you, whether incurred by Lender or you.
22. **Expenditures by Lender.** At its option, and after any written notice to you required by law, Lender may, but is not obligated to, discharge taxes, liens, security interests or other encumbrances on the Collateral, or pay for: (a) the repair of any damage to the Collateral; (b) anything necessary to maintain and preserve the Collateral; and (c) insurance on the Collateral. Such amounts shall be considered part of the Indebtedness. Unless otherwise stated by law, any notice required in connection with this paragraph shall be sufficient if given at your address set forth in this Agreement by (a) mailing the notice at least 10 days before or (b) delivering the notice at least 5 days before the commencement of the performance of the duties specified in the notice.
23. **Lender's Waivers.** No act, delay or omission by Lender shall constitute a waiver of any of Lender's rights and remedies under this Agreement. No waiver, change, modification or discharge of any of Lender's rights or remedies or your duties as specified or allowed by this Agreement will be effective unless in writing and signed by a duly authorized officer of Lender. The waiver or exercise of any one or more rights or remedies will not be a waiver of a bar to the exercise of any other rights or remedies upon any subsequent default. Acceptance of any partial or late payment on the Indebtedness shall not constitute a waiver or impose any additional notification duties upon Lender.
24. **Lender's Rights and Remedies Cumulative.** All rights and remedies of the Lender are cumulative and not exhausted individually, successively, or concurrently. If you are personally liable for the Indebtedness, such may be brought against you or other parties liable, jointly and severally, and against any one or more of you, and against all or less than all, without impairing the rights of the Lender, its successors or assigns, against any of you. The Lender may settle with any one of you (if more than one) or any other party for such sum or sums as it may see fit and release such of you or other parties from all further liability to the Lender for the Indebtedness without impairing the rights of the Lender to demand and collect the balance of the Indebtedness from any of you not so released.
25. **Assignments.** The Lender may assign this Agreement or any of its rights and powers under it, with all or any part of the Indebtedness guaranteed, and may assign in any such assignee any of the security for the Indebtedness. In the event of such assignment, the assignee shall have the same rights and remedies as if originally named in this Agreement in place of Lender, and the Lender shall thereafter be fully discharged from all responsibility with respect to any Indebtedness so assigned. Your rights and obligations under this Agreement or in the Collateral may not be assigned without Lender's prior written consent. This Agreement is binding upon you, your heirs, executors, administrators, representatives, successors, permitted assignees and all persons who become bound as a debtor to this Security Agreement.
26. **Right of Setoff.** If you are personally liable for the Indebtedness, unless otherwise limited by this Agreement, any deposits or other sums credited by or due from the Lender to you may be set off against any and all of the Indebtedness. The rights granted by this paragraph shall be in addition to the rights of the Lender under any statutory banker's lien or common law right of setoff.
27. **Fees, Costs and Expenses.** The Indebtedness shall include all reasonable costs and expenditures of enforcing Lender's security interest, including, without limitation, court costs, attorneys' fees, repossession costs, storage costs, repair and preparation costs for sale, selling costs, and fees for replevin bonds. All such costs are secured by the security interest in the Collateral.
28. **Separability of Provisions.** If any provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never existed.
29. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, except to the extent that the UCC provides for application of the law where the Debtor or the collateral is located (if other than Oklahoma) as the case may be.
30. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to your obligations relating to the Collateral and the Indebtedness and the subjects addressed in this Agreement. This Agreement may be amended or modified only by a writing signed by Lender, specifying that it is a modification, amendment or addition to this Agreement.

Trinity Chemical Industries, Inc. hereby assign to Gold Bank for Security Agreement dated September 1, 2001.

Trinity Chemical Industries, Inc.

BY: Richard B. Fenimore
Richard B. Fenimore, President

FAX (281) 930-2511
E-Mail - mdhowerton@gnigroup.com

March 31, 2000

Mr. Mike Howerton
GNI Technical Services, Inc.
2525 Battleground Road
Deer Park, TX 77536

CONFIDENTIAL AGREEMENT

Re: Tankcar Rental and Logistics Services
Tooele, Utah / PAS Scrubber Blowdown Brine Waste Water Project

Dear Mike:

Trinity Chemical Industries, Inc., hereinafter referred to as TCI, and GNI Technical Services, Inc. hereinafter referred to as GNITS, agree to the following:

Tankcar Rental - GNITS shall lease thirty-five (35) tankcars from TCI. Approximate capacity of each tankcar will be 20,500 to 23,500 gallons. GNITS agrees to pay \$550.00 per tankcar per month as rental for a period of forty-two (42) months from the average date of delivery. This Confidential Agreement shall be in effect through September 30, 2003. GNITS agrees to pay rental from date of forwarding up to and including five (5) days after the tankcar(s) is/are returned RCRA clean and free of residue to TCI's designated destination point. At least two (2) empty tankcars are to arrive, at Tooele, UT, for first loading by April 17, 2000, with five tankcars arriving during the week ending April 22, 2000. Subsequent empty tankcars are to arrive at the rate of approximately seven (7) per week until all empty tankcars have been delivered. Tankcar assignment and delivery are subject to availability at time of execution of this document and at any time additional tankcars, if any, are ordered.

Logistics Services - TCI shall manage the freight movements of all tankcars supplied to GNITS for the waste stream identified as "PAS Scrubber Blowdown Brine Waste Water" per the attached Hazardous Waste Profile Sheet from Tooele, UT (Utah Industrial Depot, Warner spur) to Houston Chemical Services located in Bayport, Texas for the time period of April 17, 2000 to October 16, 2003. For each movement of "PAS Scrubber Blowdown Brine Waste Water" to Houston Chemical Services, GNITS agrees to pay TCI \$0.18 cents per gallon with a 20,000 gallon minimum per tankcar shipment. Charges for logistics services (freight movements) from alternate origination points and destinations points, as may be identified by GNITS or TCI, from time to time, will be agreed upon by both parties prior to shipment.

Miscellaneous - After the tankcars have arrived at TCI's designated cleaning shop, have been cleaned, decontaminated and blasted, if necessary, of last contents and are ready for change of service, GNITS shall be liable for a maximum of 750 excess empty miles from the cleaning shop. Storage charges for empty tankcars shall accrue to GNITS at the rate of \$25.00 per tankcar per day. If such storage charges should exceed \$25.00 per day, GNITS will pay TCI, cost plus ten (10%) percent. TCI shall not be held to specific loading point delivery dates should the tankcars be directed to temporary storage facilities. Miscellaneous switching charges accruing due to the movement of tankcars in and/or out temporary storage facilities shall accrue to the account of GNITS. GNITS agrees to pay excess empty mileage per existing railroad tariffs. GNITS agrees to pay cleaning, decontamination and blasting charges. The above amounts will be invoiced separately and in addition to tankcar rental and logistics service charges above. GNITS further agrees to the terms set forth in TCI's Tankcar Service Agreement and Riders. GNITS will add TCI to their Certificate of Insurance as additional insured third party.

Agreement Time Frames & Adjustments - This forty-two month agreement shall consist of three separate and individual time periods. The first time period shall be April 1, 2000 through September 30, 2001. The second time period shall be October 1, 2001 through September 30, 2002. The third time period shall be October 1, 2002 through October 16, 2003. TCI reserves the right to increase the logistics services charges by \$0.005 cents per gallon at beginning of the second time period and \$0.006 cents per gallon at the beginning of the third time period of the agreement. Should the tankcars (loaded or empty) require re-positioning movements beyond the "Warner Spur" within the Utah Industrial Depot, by an independent contractor operator, the costs of such movements shall be paid by GNITS to TCI at cost plus ten (10%) percent.

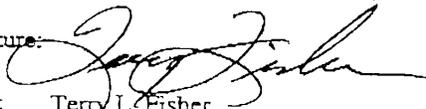
Options to Continue or Cancel - Should GNITS experience a cancellation of supply of "PAS Scrubber Blowdown Brine Waste Water" produced in Tooele, Utah at the end of the first or second time frames, GNITS shall have the option to cancel agreement and return the tankcars cleaned, free of residue and ready for change of service. GNITS shall notify TCI, in writing, fourteen (14) days prior to the end of the first and second time frames of their intent to continue the agreement or cancel agreement and return the tankcars. If the tankcars are returned, the rents shall continue through the change of service process, at minimum, for one month. If notification is not received by TCI, the agreement will automatically continue through the end of the next time frame.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 31st day of March, 2000.

TRINITY CHEMICAL INDUSTRIES, INC.

GNI TECHNICAL SERVICES, INC.

Signature:



Name: Terry L. Fisher

Signature:



Name: Mike Howerton
Vice President

SCHEDULE "1"
TO
TRINITY CHEMICALS LEASING, LLC
&
MID-AM EQUIPMENT, INC.
PURCHASE & SALE AGREEMENT
DATED ~~AUGUST 3, 2001~~ June 28, 2001

CGBX 4300	CGBX 4316	CGBX 4331	CGBX 4346
CGBX 4301	CGBX 4317	CGBX 4332	CGBX 4347
CGBX 4302	CGBX 4318	CGBX 4333	CGBX 4348
CGBX 4304	CGBX 4319	CGBX 4334	CGBX 4349
CGBX 4305	CGBX 4320	CGBX 4335	CGBX 4350
CGBX 4306	CGBX 4321	CGBX 4336	CGBX 4351
CGBX 4307	CGBX 4323	CGBX 4337	CGBX 4352
CGBX 4308	CGBX 4324	CGBX 4338	CGBX 4353
CGBX 4309	CGBX 4325	CGBX 4339	CGBX 4354
CGBX 4310	CGBX 4326	CGBX 4341	CGBX 4355
CGBX 4311	CGBX 4327	CGBX 4342	CGBX 4356
CGBX 4312	CGBX 4328	CGBX 4343	CGBX 4357
CGBX 4313	CGBX 4329	CGBX 4344	CGBX 4358
CGBX 4314	CGBX 4330	CGBX 4345	CGBX 4359

TOTAL CGBX CARS : 56 CARS

I, Paul A. Reherman, Vice President of Gold Bank, certify that I have compared the copy with the original document and found the copy to be complete and identical in all respects to the original document and that I declare under penalty of perjury that the foregoing is true, correct, and identical in all respects to the original Security Agreement and Secured Guaranty/Security Agreement (document) by Trinity Chemical Leasing, L.L.C. signed by Richard D. Fenimore.

Gold Bank



By: Paul A. Reherman, Vice President

State of Oklahoma)
County of Garfield)

On this 27th day of September, 2001, before me personally appeared Paul A. Reherman, to me personally known, who being by me duly sworn, says that he is the Vice President of Gold Bank.

Stacey L. Shellito
Notary Public

My commission expires: Sept. 9, 2004