

KARLTON H. KEMP, JR., P.C.
ATTORNEY AT LAW
300 Olive Street
Suite 604
Texarkana, Arkansas 71854
Telephone Number (870) 772-5511
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May 23, 2007

RECORDATION NO. 26984 FILED

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
395 East Street SW
Washington, DC 20423

MAY 25 '07 -11 13 AM

SURFACE TRANSPORTATION BOARD

Re: Fast Track Leasing LLC, Debtor to Texarkana, First Bank, a Division
Of First National Bank, Secured Party

Dear Mr. Williams:

I have enclosed an original and one copy (counterpart) of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code.

This document is a Security Agreement a primary document dated May 23, 2007, from Fast Track Leasing LLC, Debtor, to Texarkana First Bank, a Division of First National Bank, Secured Party

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

1. The Debtor is Fast Track Leasing LLC, a Texas Limited Liability Company, whose address is 130 Trumble's Lane, Texarkana, Texas 75501
2. The Secured Party is Texarkana First Bank, a Division of First National Bank, whose address is 5499 Summerhill Road, Texarkana, Texas 75503

The equipment covered by the Security Agreement includes the following railroad cars:

The following described railcars:

(1) Car Initial FTLX, Car Number 311538, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)

- (2) Car Initial FTLX, Car Number 311563, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (3) Car Initial FTLX, Car Number 311568, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (4) Car Initial FTLX, Car Number 311582, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (5) Car Initial FTLX, Car Number 311592, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (6) Car Initial FTLX, Car Number 311602, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (7) Car Initial FTLX, Car Number 311613, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (8) Car Initial FTLX, Car Number 311687, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (9) Car Initial FTLX, Car Number 311707, BNSF Pool Number P6824, Cubic capacity 4427, Build date 3/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (10) Car Initial FTLX, Car Number 311722, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (11) Car Initial FTLX, Car Number 311731, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (12) Car Initial FTLX, Car Number 311739, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (13) Car Initial FTLX, Car Number 311753, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (14) Car Initial FTLX, Car Number 311785, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (15) Car Initial FTLX, Car Number 311813, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (16) Car Initial FTLX, Car Number 311849, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)

(17) Car Initial FTLX, Car Number 311861, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)

(18) Car Initial FTLX, Car Number 311862, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)

(19) Car Initial FTLX, Car Number 311866, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971, Rebuild date 9/1/1995; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)

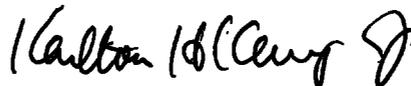
(20) Car Initial FTLX, Car Number 312397, BNSF Pool Number P6824, Cubic capacity 4427, Build date 5/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)

A fee of \$35.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Karlton H. Kemp, Jr., Attorney for Texarkana First Bank, 300 Olive Street, Suite 604, Texarkana, Arkansas 71854.

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

Security Agreement dated May 23, 2007, between Fast Track Leasing LLC, 130 Trumble's Lane, Texarkana, Texas 75501, as Debtor, and Texarkana First Bank, a Division of First National Bank, 5499 Summerhill Road, Texarkana, Texas 75503, as Secured Party, and covering, among other things, 20 railroad cars of Debtor listed on said Security Agreement.

Very Truly Yours,



Karlton H. Kemp, Jr.
Attorney for Texarkana First Bank

SECURITY AGREEMENT

MAY 25 '07 -11 13 AM

Date: May 23, 2007

SURFACE TRANSPORTATION BOARD

Fast Track Leasing LLC, a Texas Limited Liability Company, whose address is 130 Trumble's Lane, Texarkana, Texas 75501, hereinafter called "Debtor", hereby grants to Texarkana First Bank, a Division of First National Bank, whose address is 5499 Summerhill Road, Texarkana, Texas 75503, hereinafter called "Secured Party", a security interest in the following described property:

The following described railcars:

- (1) Car Initial FTLX, Car Number 311538, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (2) Car Initial FTLX, Car Number 311563, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (3) Car Initial FTLX, Car Number 311568, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (4) Car Initial FTLX, Car Number 311582, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (5) Car Initial FTLX, Car Number 311592, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (6) Car Initial FTLX, Car Number 311602, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (7) Car Initial FTLX, Car Number 311613, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (8) Car Initial FTLX, Car Number 311687, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (9) Car Initial FTLX, Car Number 311707, BNSF Pool Number P6824, Cubic capacity 4427, Build date 3/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
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- (12) Car Initial FTLX, Car Number 311739, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (13) Car Initial FTLX, Car Number 311753, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (14) Car Initial FTLX, Car Number 311785, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (15) Car Initial FTLX, Car Number 311813, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (16) Car Initial FTLX, Car Number 311849, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (17) Car Initial FTLX, Car Number 311861, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (18) Car Initial FTLX, Car Number 311862, BNSF Pool Number P6824, Cubic capacity 4427, Build date 2/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (19) Car Initial FTLX, Car Number 311866, BNSF Pool Number P6824, Cubic capacity 4427, Build date 1/1/1971, Rebuild date 9/1/1995; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)
- (20) Car Initial FTLX, Car Number 312397, BNSF Pool Number P6824, Cubic capacity 4427, Build date 5/1/1971; (The Car Initial will change from ATSF to FTLX on or about June 1, 2007)

(Note - If COLLATERAL is crops, or oil, gas or minerals to be extracted, or timber to be cut, or if COLLATERAL is to become a fixture, described in the above space following the description of the COLLATERAL the real estate concerned, and give the name of the record owner hereof.) together with all additions, accessions and substitutions thereto or therefore, and all similar property hereafter acquired, hereinafter called "Collateral". Proceeds of Collateral are also covered but this shall not be construed to mean that Secured Party consents to any sale of such Collateral. Debtor further grants to Secured Party a security interest in all intangibles and other property, including but not limited to, patents, trademarks, copyrights, income tax refunds now owing or which may hereafter become payable to Debtor.

If Collateral includes livestock, Debtor hereby grants a security interest in all increase thereof, all feed, both hay and grain, owned by Debtor, all water privileges, all equipment used in feeding and handling said livestock, and all of Debtor's right, title, and interest in and to all contracts and leases covering lands for pasture and grazing purposes.

Date: May 23, 2007

Initials:  

This security interest is given to secure: (1) Payment of a note dated May 23, 2007, executed and delivered by Debtor to Secured Party in the principal sum of \$240,000.00, payable as to principal and interest as therein provided; (2) future advances to be evidenced by like notes to be made by Secured Party to Debtor at Secured Party's option; (3) all expenditures by Secured Party for taxes, insurance, repairs to and maintenance of the Collateral and all costs and expenses incurred by Secured Party in the collection and enforcement of the note and other indebtedness of Debtor; and (4) all liabilities of Debtor to Secured Party now existing or hereinafter incurred, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefore.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

OWNERSHIP FREE OF ENCUMBRANCES. Except for the security interest granted hereby, Debtor now owns or will use the proceeds of the advances hereunder to become the owner of the Collateral free from any prior lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

FINANCING STATEMENTS. No financing statement covering the Collateral or any proceeds thereof is on file in any public office and Debtor will join with Secured Party in executing one or more financing statements in form satisfactory to Secured Party.

INSURANCE. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require. All insurance policies shall be written for the benefit of Debtor and Secured Party as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide at least ten (10) days prior written notice of cancellation to Secured Party. If the collateral is crops, and the Debtor has purchased as of the date of this Agreement, or subsequently acquires, crop insurance through any federal program or private program. Debtor herewith assigns to Secured Party a security interest in any insurance proceeds which may be payable for any crop damages. Debtor further grants a security interest to Secured Party in any government subsistence or program whereby the Debtor receives monies, or payment in kind, and authorizes Secured Party's name to be included in all checks or drafts that may be issued by any federal or private program in which Debtor may be a participant.

MAINTENANCE. Debtor will keep the Collateral in good condition and free from liens and other security interests, will pay promptly all taxes and assessments with respect thereto, will not use the Collateral illegally or encumber the same and will not permit the Collateral to be affixed to real or personal property without the prior written consent of Secured Party. Secured Party may examine and inspect the Collateral at any time, wherever located. In the event that the Collateral is crops, and Debtor has purchased or will purchase crop insurance to cover such crops, Debtor agrees to cultivate and harvest such crops consistent with sound agricultural purposes and will abide by all rules and regulations which any federal or private program may impose upon the growing, cultivation, harvesting and/or idling of any crops.

REIMBURSEMENT FOR EXPENSES. At its option, Secured Party may discharge taxes, liens, security interests, or other encumbrances on the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and for insurance thereon. Debtor agrees to reimburse Secured Party on demand for the payments so made and until such reimbursement, the amount of any such payment, with interest at 8.75% per annum from date of payment until reimbursement, shall be added to the indebtedness owed by Debtor and shall be secured by this security agreement.

CHANGE OF RESIDENCE OR LOCATION OF COLLATERAL. Debtor will immediately notify Secured Party, in writing of any change in Debtor's residence, and Debtor will not permit any of the Collateral to be removed from the location specified herein without the written consent of Secured Party.

DEBTOR FURTHER WARRANTS AND COVENANTS:

1. The Collateral covered by this agreement is to be used by Debtor primarily for:

- Personal, family or household purposes
- Farming Operations
- Business Other than Farming Operations

2. The Collateral is:

- Now Owned by the Debtor
- Being acquired with the proceeds of the advance evidenced by this agreement.

3. Debtor's residence is: N/A

- At the address shown above
- At _____

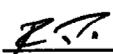
4. The Collateral will be kept at: **Various Locations**

5. Debtor's chief place of business is: **Bowie County, Texas**

EVENTS OF DEFAULT. Debtor shall be in default under this agreement upon the happening of the following events or conditions:

1. Default in the payment or performance of any obligation, covenant or liability contained or referred to herein;

Date: May 23, 2007

Initials:  

2. Any warranty, representation or statement made or furnished to Secured Party by or in behalf of Debtor proves to have been false in any material respect when made or furnished;
3. Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;
4. Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
5. Any time the Secured Party believes that the prospect of payment of any indebtedness secured hereby or the performance of this agreement is impaired;
6. Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor.

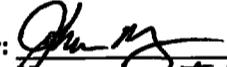
REMEDIES. Upon such default and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as all other rights and remedies possessed by Secured Party. Secured Party may 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. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default and the terms of this agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this 23rd day of May, 2007.

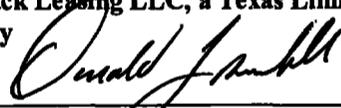
SECURED PARTY:

Texarkana First Bank, a Division of First National Bank

By: 
 Name: John May
 Title: President

DEBTOR:

Fast Track Leasing LLC, a Texas Limited Liability Company

By: 
 Donald Trumble, Managing Member

By: 
 Robert Trumble, Managing Member

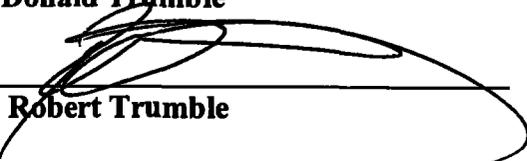
**STATE OF ARKANSAS
 COUNTY OF MILLER**

VERIFICATION

We, Donald Trumble and Robert Trumble, certify that we are the Managing Members of Fast Track Leasing LLC, a Texas Limited Liability Company, that the Security Agreement was signed and sealed on behalf of said Limited Liability Company by authority of all members of the said Limited Liability Company, and that we acknowledge that the execution of the foregoing Security Agreement was the free act and deed of said Limited Liability Company. We further declare under penalty of perjury that the foregoing is true and correct.

Executed on May 23, 2007.


 Donald Trumble


 Robert Trumble

Subscribed and sworn to before me, a Notary Public, this 23rd day of May, 2007.



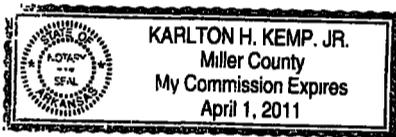
Karlton H Kemp Jr
Notary Public

**STATE OF ARKANSAS
COUNTY OF MILLER**

ACKNOWLEDGMENT

On this 23rd day of May, 2007, before me personally appeared Donald Trumble and Robert Trumble, to me personally known, who being by me duly sworn, say that they are the Managing Members of Fast Track Leasing LLC, a Texas Limited Liability Company, and acknowledged that said instrument was signed and sealed on behalf of said Limited Liability Company by authority of all its members and acknowledged that the execution of the foregoing instrument was executed for the consideration and purposes therein set forth and was the free act and deed of said Limited Liability Company.

Witness my hand and official seal this 23rd day of May, 2007.



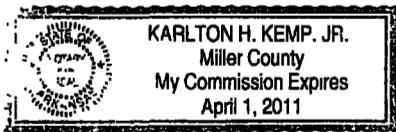
Karlton H Kemp Jr
Notary Public

**STATE OF ARKANSAS
COUNTY OF MILLER**

ACKNOWLEDGMENT

On this 23rd day of May, 2007, before me personally appeared John May, President of Texarkana First Bank, a Division of First National Bank, to me personally well known, who being by me duly sworn says that he is the President of Texarkana First Bank, A Division of First National Bank, and acknowledged that said instrument was signed and sealed on behalf of said Texarkana First Bank, a Division of First National Bank, by proper authority, and acknowledged that the execution of the foregoing instrument was executed for the consideration and purposes therein set forth and was the free act and deed of said Texarkana First Bank, a Division of First National Bank.

Witness my hand and official seal this 23rd day of May, 2007.



Karlton H Kemp Jr
Notary Public