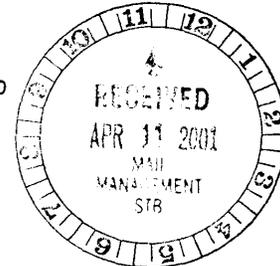




RECORDATION NO. 23450-A FILED

APR 11 2001 11-30 AM

SURFACE TRANSPORTATION BOARD



March 23, 2001

Mr. Vernon A. Williams, Secretary  
Surface Transportation Board  
1925 K Street, N.W., Suite 700  
Washington, D.C. 20423

Dear Secretary:

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

This document is an Assignment of Lease, a secondary document, dated March 22, 2001.

The primary document to which this is connected is recorded under Recordation No. 23450.

We request that this assignment be cross-indexed.

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

Assignor: Locomotive Leasing Service, Ltd.  
2300 Highway 365, Suite 400  
P. O. Box 1973  
Nederland, Texas 77627

Assignee: First Victoria National Bank  
101 S. Main Street  
P. O. Box 1338  
Victoria, Texas 77902

A description of the equipment covered by the document is as follows:

160 100-ton single dump aluminum hopper railroad cars listed on Exhibit A attached hereto.

A fee of \$28.00 is enclosed. Please return the original and any extra copies not needed by the board for recordation to Craig G. Friemel, First Victoria National Bank, P. O. Box 1338, Victoria, Texas 77902.

Mr. Vernon A. Williams, Secretary

Page 2

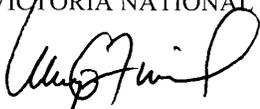
March 23, 2001

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

Assignment of Leases and Rents from Locomotive Leasing Service, Ltd., P. O. Box 1973, Nederland, Texas 77627, as Assignor, to First Victoria National Bank, P. O. Box 1338, Victoria, Texas 77902, as Assignee, dated March 22, 2001, covering Master Lease Agreement between Locomotive Leasing Service, Ltd. and Trans-Global Solutions, Inc., dated March 22, 2001, covering 160 100-ton single dump aluminum hopper railroad cars, initial numbers ECRX 9000 through 9159, inclusive.

Very truly yours,

FIRST VICTORIA NATIONAL BANK



By: Craig G. Friemel  
Senior Vice President

Enclosures









**ASSIGNMENT OF LEASES AND RENTS**

RECORDATION NO. 23450-A FILED

MADE BY

APR 11 2001 11:30 AM

SURFACE TRANSPORTATION BOARD

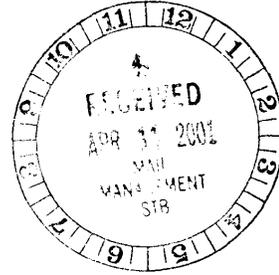
Locomotive Leasing Service, Ltd.

TO

First Victoria National Bank

Dated: March 22, 2001

Record and Return to: Michael Meier, Esquire, Marr, Meier & Bradicich, L.L.P., 200 First Victoria National Bank Building, P.O. Box 550, Victoria, Texas, 77902-4344.



## ASSIGNMENT OF LEASES AND RENTS

This Assignment of Lease and Rents (this "Assignment") is made this 22<sup>nd</sup> day of March, 2001, by and between Locomotive Leasing Service, Ltd., a Texas limited liability company, having an address at P.O. Box 1973, Nederland, Texas, 77627 (the "Assignor") and First Victoria National Bank, a national banking corporation, having an address at 101 S Main Street, Victoria, Texas, 77901 (the "Assignee").

### W I T N E S S E T H:

#### **Section 1 - Recitals; Assignment**

**WHEREAS**, Assignor is the owner of one hundred sixty (160) 100-ton single dump aluminum hopper railroad cars (the "Collateral") as described on Exhibit " A " attached hereto and incorporated herein.

**WHEREAS**, to evidence indebtedness in the original principal sum of Six Million Eight Hundred Forty Eight Thousand and No/00 Dollars (\$6,848,000.00), (such original principal sum being called the "Original Principal Amount"), lawful money of the United States of America, to be paid with interest (said indebtedness, interest and all other sums which may or shall become due to Assignee, either pursuant to this Assignment, or in connection with said indebtedness, being hereinafter collectively referred to as the "Indebtedness") Assignor has executed and delivered to Assignee a certain promissory note, dated the date of this Assignment, made by Assignor to Assignee (such note, together with each modification, increase, decrease, extension, renewal, replacement, and guarantee thereof, and each advance and readvance thereon, being called the "Note");

**WHEREAS**, to secure the payment of the Note, Assignor has executed and delivered to Assignee a Security Agreement dated the date of this Assignment (such Security Agreement, together with each modification, increase, decrease, extension, renewal, replacement, and guarantee thereof, and each advance and readvance thereon, being called the "Security Agreement");

**NOW THEREFORE**, in consideration of the premises set forth above and promises set forth below, the adequacy and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1.1 Recitals. The Recitals set forth above are incorporated into and made a part of this Agreement.

1.2 Assignment. Assignor, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, transfers and assigns to Assignee each of the following:

[1] the entire interest of Assignor in that certain Master Lease Agreement by and between Assignor (as lessor) and Trans-Global Solutions, Inc. (as lessee), dated March \_\_, 2001 (the "Master Lease") and to each lease, use agreement and license (each such lease, occupancy agreement, and license being called "Additional Leases") (the Master Lease and the Additional Leases are hereinafter referred to as the "Assigned Leases") to which Assignor is a lessor and to the extent such Additional Leases cover or affect all or any part of the Collateral being more particularly described in Schedule A annexed hereto and made a part hereof;

[2] the entire interest of Assignor, and all other interest of Assignor, in and to the Assigned Leases, to the extent such Assigned Leases cover or affect all or any part of the Collateral;

[a] each modification, extension, renewal, and guarantee of the Assigned Leases;

[b] all rents, income and profits arising from each Assigned Lease, and all rents, income and profits for the use and occupation of the Collateral (and each portion of the Collateral) and all proceeds of such rents, income and profits (all such rents, income, profits, and proceeds specified in this subparagraph 1.2.[b] being called "Rents"); and

[c] all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases by any lessee under any Assigned Lease (or any trustee of any such lessee) under the United States Bankruptcy Code, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by such lessee or trustee in respect of the Collateral following the entry of an order for relief under the United States Bankruptcy Code in respect of such lessee and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

1.3 Immediately Effective. This assignment of present and future Assigned Leases is effective immediately without any further or supplemental assignment of any nature whatsoever.

## **Section 2 - Obligations Secured By Assignment**

2.1 This Assignment is made for the purposes of securing each of the following:

[a] the payment of the Note, and all other amounts which are payable pursuant to the Security Agreement;

[b] the payment of each other sum, with interest on such sum, becoming due and payable to Assignee under any one or more of the Loan Documents (defined below); and

[c] the performance of each other obligation of Assignor contained in any one or more of the following documents: this Assignment, the Security Agreement, the Note, the Loan Agreement dated March 22, 2001 by and between Assignor and Assignee (the "Loan Agreement") or any other document or instrument which has been or will be executed and delivered in connection with this Assignment, the Security Agreement, the Note or the Loan Agreement, or which evidences, secures, or guarantees all or part of the Indebtedness, or which relates to the indebtedness (this Assignment, the Security Agreement, the Note and the Loan Agreement, and each such other document or instrument being called the "Loan Documents").

### **Section 3 - Assignor's Representations and Warranties**

Assignor warrants and represents to Assignee, in order to induce Assignee both to make the loan which is evidenced by the Note (the "Loan"), and to accept this Assignment, that:

- (i) Assignor is the sole owner and holder of the entire interest of the lessor (and the party granting use and/or license rights in the case of an use and/or license agreement) in each Assigned Lease,
- (ii) each of the Assigned Leases is valid and enforceable and in full force and effect, and has not been altered, modified or amended in any manner whatsoever except as set forth in this Assignment,
- (iii) none of the Rents has been assigned, pledged or in any manner transferred or hypothecated, except pursuant to this Assignment, and
- (iv) none of the Rents, for any period subsequent to the date of this Assignment, has been collected in advance of the time when such Rents became due under the terms of the Assigned Leases.

Assignor acknowledges that Assignee will rely on Assignor's representations, warranties and covenants set forth in this Assignment.

#### **Section 4 - Covenants of Assignor**

Assignor covenants with Assignee as follows: (a) Assignor shall observe and perform all the obligations imposed upon the lessor under each Assigned Lease; (b) Assignor shall not do, or permit to be done, anything to impair the security of any Assigned Lease; (c) Assignor shall promptly send to Assignee copies of each notice of default which Assignor shall send or receive under the Assigned Leases; (d) Assignor shall enforce, short of termination of the Assigned Leases, the performance and observance of the provisions of each Assigned Lease by each lessee; and (e) Assignor shall not collect any of the Rents except as set forth in this Assignment. Assignor shall not: (i) subordinate any Assigned Lease to any security agreement (other than the Security Agreement) or other mortgage, lien or encumbrance; or (b) permit, consent, or agree to any such subordination without the prior written consent of Assignee. Assignor shall not alter, modify or change the terms of any Assigned Lease, nor give any consent to exercise any option required or permitted by such terms, without the prior written consent of Assignee in each such case. Assignor shall not cancel or terminate any Assigned Lease, or accept a surrender of any Assigned Lease. Assignor shall not convey or transfer, and shall not suffer or permit a conveyance or transfer of, the Collateral, or of any interest in the Collateral, so as to effect directly or indirectly, approximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of the lessee under any Assigned Lease. Assignor shall not alter, modify or change the terms of any guaranty of any Assigned Lease, and shall not cancel or terminate any such guaranty, without the prior written consent of Assignee in each such case. Assignor shall not consent to any assignment of, or subleasing under, any Assigned Lease without the prior written consent of the Assignee. Assignor shall not make, or suffer to be made, any Assigned Lease of all or any portion of the Collateral without the prior written consent of the Assignee. At Assignee's request, Assignor shall execute any documentation confirming the assignment and transfer to Assignee of each Assigned Lease upon all or any part of the Collateral. Also Assignor shall execute and deliver, at the request of Assignee, all other further assurances, confirmations and assignments in the Collateral as Assignee shall, from time to time, reasonably require in order to evidence or secure the rights of Assignee pursuant to this Assignment.

#### **Section 5 - Terms and Conditions of Assignment**

5.1 Collection of Rents by Assignor. So long as there shall exist no default under any Loan Document following any applicable grace period for curing such default (each such default, following such grace period, being called an "Event of Default"), nor any default by Assignor in the performance of any obligation of Assignor contained in any Assigned Lease (each such default under any Assigned Lease being called an "Assigned Lease Default"), then Assignor may collect each payment of Rent at the time of, but not more than one (1) month prior to, the date provided (in the applicable Assigned Lease) for such payment, and to retain, use and enjoy such payment (subject to the terms of the Loan Documents), and to lease and/or license the Collateral, or any part thereof, all subject to

the provisions of this Assignment and the Loan Documents. However, in the event of any Event of Default or Assigned Lease Default, then Assignor's rights, pursuant to this paragraph, to collect, retain, use, and enjoy each payment of Rent, and to lease and/or license the Collateral, or any part thereof, shall terminate.

5.2 Assignor's Rights To Take Possession, Collect Rents, Etc. Upon, or at any time after, the occurrence of any Event of Default, or any Assigned Lease Default, and without in any way waiving such Event of Default or Assigned Lease Default, or releasing Assignor from any obligation under this Assignment, at Assignee's option, without notice and without regard to the adequacy of the Indebtedness, and irrespective of whether Assignee shall have commenced a foreclosure of the Security Agreement, then Assignee may revoke the right of Assignor to lease and/or license all or any portion of the Collateral and collect the Rents; and Assignee may, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Collateral or the Rents and have, hold, manage, lease and operate the Collateral on such terms and for such period of time as Assignee may in its sole discretion deem proper, and, either with or without taking possession of the Collateral in Assignee's own name:

[a] make any payment or perform any act which Assignor has failed to make or perform, in such manner and to such extent as Assignee may deem necessary to protect the security for this Assignment, or otherwise, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security for this Assignment, or the rights or powers of Assignee;

[b] lease or license the Collateral, or any portion thereof in such manner and for such Rents as Assignee shall determine in its sole and absolute discretion; or

[c] demand, sue for, or otherwise collect and receive from all persons (including, without limitation, Assignor, as provided in the Security Agreement), all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements of and to the Collateral (or any part thereof) as may seem proper to Assignee and to apply the Rents to the payment of:

[1] all expenses of managing the Collateral, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable,

[2] all taxes, charges, claims, assessments, and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or

replacements, and all expenses incidental to taking and retaining possession of the Collateral, and

[3] all or any portion of the indebtedness, together with

[4] all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this subparagraph 5.2[c], as Assignee, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

5.3 Assignee's Notice of Revocation. Assignee shall give to Assignor notice of Assignee's revocation (pursuant to Section 5.2 of this Assignment) of Assignor's right to lease and/or license and collect the Rents. Such notice of revocation shall be given by Assignee to Assignor within a reasonable time after such revocation by Assignee.

5.4 Assignee's Exercise of Rights Not a Waiver. The exercise by Assignee of any rights or powers under Section 5.2 of this Assignment, including, without limitation, the collection of the Rents, and the application of the Rents as provided in this Assignment, shall not be considered a waiver by Assignee of any default by Assignor under any Loan Document or any Assigned Lease, notwithstanding any statute, law, custom or use to the contrary.

5.5 Assignee Not Liable Except For Its Willful Tortious Misconduct or Bad Faith. Assignee shall not be liable for any loss sustained by Assignor resulting: (a) from Assignee's failure to lease or license the Collateral after default; or (b) from any other act or omission of Assignee in managing the Collateral after default, unless and to the extent such loss is caused by the willful tortious misconduct or bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under the Assigned Leases or under or by reason of this Assignment, and Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Assigned Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Assigned Leases, unless resulting from the willful tortious misconduct or bad faith of Assignee. Should Assignee incur any such liability (to the extent specified above in this paragraph) under any Assigned Lease, or under or by reason of this Assignment, or in defense of any claims or demands specified above in this paragraph, then the amount of all such liability, including, without limitation, costs, expenses and attorneys' fees, shall be secured by this Assignment and Assignor shall reimburse Assignee for all such liability immediately upon demand by Assignee. Upon the failure of Assignor to reimburse Assignee for all such liability, Assignee may, at its option, declare all the Indebtedness, and all other sums

secured by the Loan Documents, immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Collateral upon Assignee, nor for the carrying out of any of the terms and conditions of the Assigned Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Collateral by the lessees or any other parties, nor for any dangerous or defective condition of the Collateral, nor for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss, injury or death to any lessee, employee or stranger, unless and to the extent resulting from the willful tortious misconduct or bad faith of Assignee.

5.6 Termination of Assignment. Upon payment in full by Assignor of the indebtedness, and provided that Assignee has no further obligation to Assignor or otherwise under the Loan Documents, then this Assignment shall become and be void and of no effect, provided, however: (a) this Assignment shall continue to secure the obligations of Assignor to Assignee pursuant to this Assignment as and to the extent that any payment by Assignor to Assignee is avoided or is required to be disgorged by Assignee; and (b) the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the indebtedness to remain unpaid, or any obligation of Assignee to exist (each such affidavit, certificate, letter or statement being called an "Assignee's Certification"), shall be and constitute presumptive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may, and is hereby authorized to, rely on such Assignee's Certification.

5.7 Assignor's Authorization to Lessees. Assignor hereby authorizes and directs each lessee, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Security Agreement and that an Event of Default or an Assigned Lease Default exists, to pay over to Assignee all Rents, and to continue to do so until otherwise notified by Assignee.

5.8 Release or Application of Security By Assignee. Assignee may: (a) take or release other security for the payment of the indebtedness; (b) release any party primarily or secondarily liable for the indebtedness or any part thereof, and (c) apply any other security held by Assignee to the satisfaction of the indebtedness, without, in each case, prejudice to any of Assignee's rights under this Assignment.

5.9 Assignor's Indemnity of Assignee. Notwithstanding anything to the contrary in any Loan Document, Assignor shall indemnify and hold Assignee harmless from, and defend Assignee, at Assignor's sole cost and expense, against, each loss, liability, cost or expense (including, without limitation, attorneys' fees and disbursements of Assignee's counsel, whether in-house staff, retained firms or otherwise), claim, action, procedure and suit, arising out of or in connection with:

[a] the indebtedness, any Loan Document, any Assigned Lease, or any transaction contemplated by any Loan Document or by any Assigned Lease, including, but not limited to, all costs of reappraisal of the Assigned Leases, whether required by law, regulation, Assignee or any governmental or quasi-governmental authority,

[b] each amendment to, or restructuring of, the indebtedness, any Loan Document or any Assigned Leases,

[c] each lawful action that may be taken by Assignee either: (i) in connection with the enforcement of the provisions of any Loan Document or any Assigned Lease, whether or not suit is filed in connection with any such action or enforcement; or (b) in connection with Assignor, any guarantor of the indebtedness, or any lessee, or any member, partner, joint venturer or shareholder of either Assignor, any such guarantor, or any lessee, becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding, and

[d] the past, current or future sale, or offering for sale, of any partnership, shareholder or membership interest in Assignor, including, without limitation, liabilities under any applicable securities or blue sky laws.

All sums expended by Assignee shall be payable by Assignor to Assignee, on demand by Assignee, and, until reimbursed by Assignor pursuant to the terms of this Assignment, shall be secured by this Assignment and shall bear interest at the Default Rate, as said term is defined in the Loan Documents. The obligations of Assignor under this Section 5.9 shall, notwithstanding any exculpatory or other provisions of any nature whatsoever set forth in any of the Loan Documents, constitute the personal recourse undertakings, obligations and liabilities of Assignor.

5.10 No Waiver By Assignee. Nothing contained in this Assignment, and no act done or omitted by Assignee pursuant to the powers and rights granted to it under this Assignment, shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Documents other than this Assignment. This Assignment is made and accepted without prejudice to any right or remedy of Assignee under the terms of such other Loan Documents.

5.11 Assignee's Rights Cumulative And May Be Exercised Separately. The right of Assignee to collect the Indebtedness, and to enforce any other security for the Indebtedness held by Assignee, may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by Assignee under this Assignment.

5.12 Waiver by Assignor. Assignor hereby absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to each of the obligations of Assignor under the Loan Documents or otherwise with respect to the indebtedness in any action or proceeding brought by Assignee to collect the indebtedness, or any portion thereof, or to enforce, foreclose and realize upon the lien and security interest created by any Loan Document securing repayment of the indebtedness, in whole or in part. In the exercise of the powers granted in this Assignment to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

5.13 Inconsistency. In case of any inconsistency or conflict between the terms of this Assignment and the terms of any other Loan Document, the terms of this Assignment shall in all cases govern and control.

5.14 Cooperation By Assignor. Assignor will, at the cost of Assignor, and without expense to Assignee, do, execute, acknowledge and deliver such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Assignee shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Assignee the property and rights assigned by this Assignment, or intended now or hereafter to be assigned by this Assignment, or which Assignor may be or may hereafter become bound to convey or assign to Assignee, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment. On demand, Assignor will execute and deliver, and hereby authorizes Assignee to execute in the name of Assignor to the extent Assignee may lawfully do so, one or more financing statements, security agreements, chattel mortgages or comparable security instruments, to evidence more effectively the lien of this Assignment upon the Assigned Leases.

5.15 Notices. All notices given pursuant to this Assignment shall be given (and deemed received) in the manner set forth in the Security Agreement.

5.16 Successors and Assigns. This Assignment, together with the covenants, representations and warranties contained in this Assignment, shall inure to the benefit of Assignee and each subsequent holder of the Security Agreement and shall be binding upon Assignor, and its successors and assigns and any subsequent owner of the Collateral (or any part thereof or interest therein).

5.17 No Oral Changes. This Assignment may only be modified, amended or changed by an agreement in writing signed by Assignor and Assignee and may only be released, discharged or satisfied of record by an agreement in writing signed by Assignee. No waiver of any term, covenant or provision of this Assignment shall be effective unless

given in writing by Assignee and if so given by Assignee shall only be effective in the specific instance in which given.

5.18 Severability. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be unenforceable or prohibited by, or invalid under, applicable law, such provision shall be ineffective to the extent of such unenforceability, prohibition or invalidity, without invalidating the remaining provisions of this Assignment.

5.19 Entire Agreement. Assignor acknowledges that the Loan Documents set forth the entire agreement and understanding of Assignor and Assignee with respect to the Indebtedness and that no oral or other agreement, understanding, representation or warranty exists with respect to the indebtedness other than as set forth in the Loan Documents.

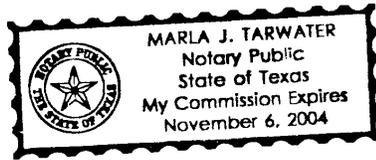
5.20 No Trial By Jury. ASSIGNOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND THE ASSIGNEE (BY ITS ACCEPTANCE OF THE SECURITY AGREEMENT AND THIS ASSIGNMENT) IRREVOCABLY AND UNCONDITIONALLY WAIVES, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO, ANY OF THE LOAN DOCUMENTS HERETOFORE, NOW OR HEREAFTER EXECUTED OR DELIVERED, OR IN CONNECTION WITH THE INDEBTEDNESS, OR IN ANY WAY RELATED TO THIS TRANSACTION OR OTHERWISE WITH RESPECT TO THE COLLATERAL OR ANY OF THE ASSIGNED LEASES.

**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed this Assignment the day and year first above written.

LOCOMOTIVE LEASING SERVICE, LTD.

By   
\_\_\_\_\_  
William F. SCOTT (Printed Name)  
Its: MANAGER (Title)

STATE OF TEXAS )  
COUNTY OF ) Harris



This instrument was acknowledged before me on March 22, 2001, by William F. Scott, as manager of Locomotive Leasing Service, Ltd., a Texas limited liability company, on behalf of said company.

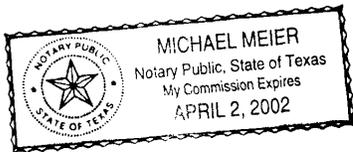
Marla J. Tarwater  
Notary Public, State of Texas

FIRST VICTORIA NATIONAL BANK

By [Signature]  
CRAIG FRIEMEL (Printed Name)  
Its: SVP (Title)

STATE OF TEXAS )  
COUNTY OF ) VICTORIA

This instrument was acknowledged before me on March 23, 2001, by CRAIG FRIEMEL, as SENIOR VICE PRESIDENT of First Victoria National Bank, on behalf of said corporation.



Michael Meier  
Notary Public, State of Texas







REPORTING MARKS	DESCRIPTION	BUILDER
ECRX 9125	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9126	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9127	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9128	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9129	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9130	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9131	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9132	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9133	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9134	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9135	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9136	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9137	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9138	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9139	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9140	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9141	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9142	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9143	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9144	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9145	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9146	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9147	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9148	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9149	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9150	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9151	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9152	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9153	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9154	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9155	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9156	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9157	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9158	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.
ECRX 9159	4040 cu.ft. Rapid Discharge Car	FMC/Darby Freight Car Co.