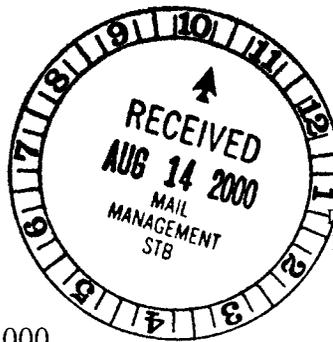


WOMBLE
CARLYLE
SANDRIDGE
& RICE
A PROFESSIONAL LIMITED
LIABILITY COMPANY

One Atlantic Center
1201 West Peachtree Street
Suite 3500
Atlanta, GA 30309

Telephone: (404) 872-7000
Fax: (404) 888-7490
Web site: www.wcsr.com



Richard A. Hills, Jr.
Direct Dial: (404) 888-7419
Direct Fax: (404) 870-4874
E-mail: dhills@wcsr.com

August 11, 2000

Sent Via Federal Express

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

RECORDATION NO. 23046 FILED
AUG 15 '00 3-45 PM
SURFACE TRANSPORTATION BOARD

Dear Secretary:

I have enclosed an original and one counterpart of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Security Agreement, a primary document, dated August 4, 2000.

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

Debtor: MBCX Leasing, LLC
510 Janice Drive
Fayetteville, Georgia 30214

Secured Party: Branch Banking and Trust Company
200 West Second Street, Third Floor
Winston-Salem, North Carolina 27101

A description of the equipment covered by the document follows:

One Locomotive, type SW1500 Switch Engine
Serial Number EMD7367-4

A fee of \$26 is enclosed. Please return one of the enclosed copies, with the filing information noted, to me at the above address.

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

Security Agreement between MBCX Leasing, LLC, as Debtor,
and Branch Banking and Trust Company, as Secured Party, dated
August 4, 2000. The collateral described therein is equipment
described as one locomotive, type SW1500 switch engine,
Serial Number EMD 7367-4.

Yours very truly,



Richard A. Hills, Jr.
Attorney for Branch Banking
and Trust Company, Secured Party

RAHjr/dmb

Enclosures

Cc: Steven S. Dunlevie, Esq.

BB&T

SECURITY AGREEMENT

ATLANTA, FULTON County, GA

AUGUST 4, 2000

In order to secure (i) the payment of a promissory note or notes (collectively the "Note") dated as of AUGUST 4, 2000 and executed and delivered by MBCX LEASING LLC

(the "Borrower(s)"),

to the Bank in the aggregate principal sum of \$ 180,000.00 payable as provided therein (the Note and any loan agreement or other agreement executed in connection with the loan secured hereby are incorporated herein by reference); (ii) all other obligations and liabilities (whether direct or indirect, absolute or contingent, primary or secondary, sole or joint and several) now existing or hereafter arising of the Borrower to the Bank; and (iii) performance by the Borrower or the Debtor (as hereinafter defined) of the agreements hereinafter set forth or contained in any loan agreement or other agreement entered into in connection with the loan (all obligations secured hereby are referred to as the "Secured Obligations"), the Borrower, or if the Collateral (as hereinafter defined) is not owned by the Borrower,

(such owner of the Collateral being hereinafter referred to as the "Debtor"), hereby grants to BRANCH BANKING AND TRUST COMPANY (the "Bank") a security interest in the following property including any and all additions, replacements and substitutions of all or any part thereof (and other items of property of the same class) whether now owned or hereafter acquired or arising and all proceeds thereof (including insurance proceeds) (all collectively called the "Collateral").

Collateral will be located at addresses listed below until such times as written consent to a change of location is obtained from the Bank. If the Collateral is or includes vehicles or goods that are mobile and ordinarily used in more than one location, such vehicles or goods will be kept at the address set forth below except for temporary and ordinary use in other locations. If the Collateral is or includes Accounts, all records concerning such Accounts are located at the address set forth below.

- All Equipment, including but not limited to the following:
- Equipment, more specifically described as follows:

SEE ATTACHED SCHEDULE A

Located at the following location(s):

510 JANICE DR, FAYETTEVILLE, GA 30214, FAYETTE County

RECORDATION NO. 23046 FILED

AUG 15 '00 3-45 PM

SURFACE TRANSPORTATION BOARD

(Unless otherwise specified above, the term "Equipment" shall have the definition given it in the GA Uniform Commercial Code (O.C.G.A. §11-9-109, et al.) and shall include all accessions, parts, attachments, tools, operating manuals, and all replacements therefor.)

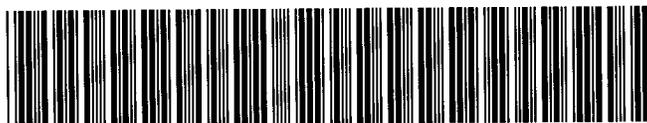
Vehicles described below:

New/Used	Year/Make	Model/Body Type	Serial Number	If Truck - Ton & Class If Mobile Home - #2 S/N
1.				
2.				
3.				
4.				
5.				

Farm Products described below (describe all crops, livestock and supplies that are used or produced in the farming operation and that are to serve as security):

including products of the described crops or livestock in their unmanufactured states in the Debtor's possession and any offspring of the described livestock. (Unless otherwise specified above, "Farm Products" shall have the definition given it in the GA Uniform Commercial Code (O.C.G.A. §11-9-109, et al.))

ACCOUNT# / NOTE#
9540590378 00001



16. **Default.** The occurrence of any of the following is a default under this Agreement:

- (a) Failure to pay or perform any of the Secured Obligations when due, such that an "Event of Default" shall have occurred;
- (b) The falsity in any material respect when made or furnished of any warranty, representation or statement made or furnished to the Bank (i) by or on behalf of Debtor in connection with this agreement (including warranties and representations contained herein) or (ii) by and on behalf of Borrower in connection with the Note or other agreement establishing or evidencing the Secured Obligations;
- (c) Loss, theft, substantial damage, destruction, disposition (without prior written consent), encumbrance to or of any of the Collateral, or the levy, seizure or attachment of any of the Collateral;
- (d) The Bank in good faith deems itself or the Collateral to be insecure or unsafe;
- (e) Death, dissolution, termination of existence, insolvency, appointment of a receiver of any of the property of, assignment for the benefit of creditors by, or the commencement of any bankruptcy or insolvency proceeding by or against the Debtor or Borrower or any guarantor or surety of the Debtor or Borrower.

17. **Remedies.** Upon default the Bank, at its option, may declare all of the Secured Obligations to be immediately due and payable and will have all the rights and remedies of a secured party under the GA Uniform Commercial Code or other applicable law and all rights provided herein, in the Note, or in any other applicable security or loan agreement, all of which rights and remedies will, to the full extent permitted by law, be cumulative. The Bank may require Debtor to assemble the Collateral and make it available to the Bank at a place to be designated by the Bank that is reasonably convenient to the Bank and the Debtor. The Debtor will supply additional collateral as security for the Secured Obligations if so requested by the Bank. Any notice of sale, disposition or other intended action by the Bank sent to the Debtor at the address of Debtor as may from time to time be shown on the Bank's records at least 5 days prior to such action will constitute reasonable notice to the Debtor. The Bank may enforce any or all of its remedies against any portion of the Collateral or against other security or borrowers without affecting its right to enforce any or all its remedies against any or all of the Collateral or other borrowers.

18. **Miscellaneous.** This agreement and the security interest in the Collateral created hereby will terminate when the Secured Obligations have been paid in full. Debtor and Borrower jointly and severally agree to pay to the Bank upon demand all costs and expenses (including reasonable attorneys' fees and costs of collection) incurred in connection with the enforcement of this Agreement, and agree that all such fees shall become part of the Secured Obligations. No waiver by the Bank of any default will be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. No failure or delay of the Bank to exercise its remedies hereunder or take any action upon the occurrence of a default will operate as a waiver of that default or any other default. All rights of the Bank hereunder will inure to the benefit of its successors and assigns, and all obligations of the Debtor will bind the heirs, legal representatives, successors and assigns of the Debtor. If there be more than one Debtor, their obligations hereunder will be joint and several. Invalidation of any one or more of the provisions of this agreement will not affect any of the other provisions hereof, which shall remain in full force and effect. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. Captions are inserted for convenience only and in no way limit or affect the provisions of this Agreement. Time is of the essence of this Agreement. The terms "account debtor" and "proceeds", as used herein, will have the same meanings as they have in the Uniform Commercial Code as adopted in Georgia.

19. **Notice.** All notices, requests, demands, waivers, and other communications given as provided in this Agreement will be in writing and unless otherwise specifically provided in this Agreement, will be deemed to have been given: (i) if delivered in person, upon delivery, or (ii) if mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed to either Debtor or Bank at the addresses provided below on the second business day after deposit in the United States Mail if addressed to an address located in the same State in which the notice is being mailed or on the third business day after deposit in the United States Mail if addressed to an address located within a State other than the State in which the notice is being mailed, or (iii) if sent by overnight express delivery service, enclosed in a prepaid envelope and addressed to Bank or Debtor at the address provided below, on the first business day after deposit with the service, or (iv) if sent by tested telex, telegram, telecopy, facsimile, or other form of rapid transmission confirmed by mailing (as provided in this section), at substantially the same time as the rapid transmission. Either Debtor or Bank may change its respective address as provided in this section by giving notice of the change as provided in this section. The addresses for notice are:

Notice to Debtor: _____

With a copy to: _____

Notice to Bank: Branch Banking and Trust Company

With a copy to: _____

WITNESS the hand and seal of the undersigned.

If Debtor is a Corporation:

ATTEST: _____

Title _____

CORPORATE SEAL

NAME OF CORPORATION _____

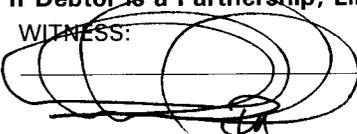
By: _____

Title _____

By: _____

Title _____

If Debtor is a Partnership, Limited Liability Company, Limited Liability Partnership or Limited Liability Partnership:

WITNESS:  _____

MBCX LEASING LLC
NAME OF PARTNERSHIP, LLC, LLLP OR LLP _____

By:  (SEAL)
GENERAL PARTNER/MANAGER/MEMBER

By: _____ (SEAL)
GENERAL PARTNER/MANAGER/MEMBER

By: _____ (SEAL)
GENERAL PARTNER/MANAGER/MEMBER

By: _____ (SEAL)
GENERAL PARTNER/MANAGER/MEMBER

If Debtor is an Individual:

WITNESS: _____

WITNESS: _____

TYPE NAME OF DEBTOR _____ (SEAL)

TYPE NAME OF DEBTOR _____ (SEAL)

3. Chief Executive Office. If the Collateral is a type normally used in more than one state or includes Accounts or General Intangibles and the Debtor has a place of business in more than one state, the Debtor's chief executive office (if different from the address set out in item 2) is

(No. and Street)

(City or Town)

(County)

(State)

and the Debtor will immediately notify the Bank in writing of any change in the Debtor's chief executive office. If certificates of title are issued or outstanding in respect to any of the Collateral, Debtor will cause the interest of the Bank to be properly noted thereon and will cause the certificates of title to be delivered to the Bank.

4. Fixtures; Crops; Timber; Minerals. If the Collateral is to be affixed to real estate or includes crops growing or to be grown, timber to be cut, minerals or Accounts arising from the sale of minerals, the real estate and record owner of the real estate is described above (name of record owner not necessary if Collateral is crops growing or to be grown), and Debtor will execute and cause to be recorded a UCC-2 Notice of Fixture Filing. If the Collateral is affixed to such real estate prior to the perfection of the security interest granted hereby, Debtor, on demand of the Bank, will furnish the Bank with a disclaimer or disclaimers of any interest in the Collateral signed by all persons having an interest in the real estate. The Debtor will (i) notify the Bank in writing of any intended sale, mortgage, granting of a security deed or conveyance of the realty and give written notice of the terms and conditions of this Security Agreement to any prospective purchaser, mortgagee, or grantee of a conveyance of said realty and a copy of such notice to the Bank. If the Bank's interest in any fixtures or other real estate are junior in priority to a superior holder, then Debtor shall cause a Request For Copy of Notice providing for notice to the Bank and satisfying the requirements of O.C.G.A. Section 44-14-1 or any successor provision as each existing or future security deed, which notice shall operate to also cut off the "dragnet" clause of the superior and prior lienholder.

5. Accounts. If the Collateral is or includes Accounts,

- (a) each Account represents a valid and legally enforceable indebtedness according to its terms and as represented by its corresponding invoice and is subject to no offsets, counterclaims, contra accounts or any other defense of any kind and character and will be subject to no discounts, deductions, allowances or offsets, with an unpaid balance legally owing in the amount set forth in the respective invoice, which balance is not yet due;
- (b) the goods or merchandise sold have been delivered to such customers or to the carrier, or the services have been performed for such customers, in accordance with any contracts or purchase orders between the Debtor and its customers;
- (c) the sales or rendering of services that created the Accounts were not in violation of any law or governmental regulation or order;
- (d) at the request of the Bank.
 - (i) the Debtor will keep all collections of the Accounts separate from all other funds and property. Such funds will be delivered to the Bank at the time and in the form requested by the Bank. The Bank will have the right at any time to notify account debtors of the Bank's security interest in the Accounts and to request that payment of the Accounts be made directly to the Bank. The Bank is hereby appointed the true and lawful attorney-in-fact of the Debtor which appointment is irrevocable and is coupled with an interest to receive, endorse in the name of the Debtor and collect any and all checks made payable to the Debtor issued in payment of the Accounts;
 - (ii) all collections of the Accounts will be set forth on itemized schedules, showing the name of the account debtor, the amount of each payment, and such other information as the Bank may request;
 - (iii) all collections of the Accounts delivered to the Bank (either by the Debtor or directly by account debtors) will be deposited into a deposit account subject to the sole control of the Bank. The Bank will have the right at all times and in its sole discretion to apply all or part of the funds in such deposit account to the payment of the Secured Obligations;
 - (iv) the Debtor will furnish the Bank, at such intervals as the Bank determines, schedules of the Accounts in a form and substance satisfactory to the Bank;
 - (v) the Debtor will deliver to the Bank copies of all invoices and other documents relating to the Accounts; and
 - (vi) the Debtor will not maintain funds received from collections of the Accounts with any bank other than the Bank.

- (e) the Bank will have the right, at all times, to cause verification to be made of the Accounts with the account debtors, with or without notice being given to the account debtors of the Bank's interest in the Accounts, and the Bank may, during normal business hours of the Debtor, examine the ledgers, books of account, records and papers of the Debtor and all evidence in support of any entry thereon, and the Debtor agrees to produce such ledgers, books, records and papers upon demand by the Bank.

6. Discharge of Obligations. Debtor will pay, perform and discharge all of the Secured Obligations as and when they become due and payable or dischargeable; except that if the Debtor and Borrower are not the same person and Debtor is not a guarantor, endorser or co-maker of the Note or other obligations, the Debtor shall be liable for payment of the Note or other obligations only to the extent of the Collateral.

7. Ownership. Except for the security interest granted hereby, Debtor is the owner of the Collateral free and clear of all liens, security interests and other encumbrances and will defend the Collateral against the claims and demands of all persons.

8. Waste. Debtor will keep the Collateral in good order and repair, reasonable wear and tear excepted, shall not waste or destroy or permit the waste or destruction of the Collateral or any part thereof and shall not use the Collateral in violation of any application statute, ordinance or policy of insurance thereon.

9. Inspections. Debtor will permit the Bank or its representatives or agents to inspect the Collateral at any time.

10. Insurance. Debtor will obtain and keep in force such insurance on the Collateral as is normal and customary in the Debtor's business or as the Bank may require, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as the Bank may approve. All policies of insurance will contain long form Lender's Loss Payable clauses in favor of the Bank, and the Debtor shall deliver the policies to the Bank as evidence of compliance with the provisions of this paragraph. Such policies will be noncancellable except upon thirty days prior written notice to the Bank. It is agreed that the proceeds of all such insurance, if any loss should occur, may be applied by the Bank to the payment of the Secured Obligations or to the replacement of any of the Collateral damaged or destroyed, as the Bank may elect or direct in its sole discretion. The Debtor hereby appoints (which appointment is irrevocable and is coupled with an interest as long as any of the Secured Obligations remain outstanding) Bank as its lawful attorney-in-fact in making, adjusting, and settling claims under and canceling such insurance and endorsing the Debtor's name on any drafts by insurers of the collateral.

11. Taxes; Assessments. Debtor will promptly pay when due all taxes and assessments upon the Collateral or for its use or operation.

12. Other Liens; Sale of Collateral. Debtor will not (a) permit or suffer to remain, and will promptly discharge, any liens or security interests (other than the Bank's security interest) on any of the Collateral; (b) permit any of the Collateral to be levied upon under any legal process; (c) dispose of any of the Collateral without the prior written consent of the Bank (provided, however, that if the Collateral is or includes inventory, such inventory may be sold in the ordinary course of the Debtor's business); (d) permit anything to be done that might impair the value of any of the Collateral or the security afforded by this agreement; or (e) permit the Collateral to become an accession to other goods which are not Collateral.

13. Further Documents. Upon demand of the Bank, Debtor will furnish to the Bank such further information and shall execute and deliver to the Bank such financing statements and other papers and shall do all such acts and things as the Bank may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected first security interest in the Collateral as security for the Secured Obligations or to protect the Collateral, and Debtor hereby appoints the Bank as its lawful attorney-in-fact which appointment is irrevocable and coupled with an interest to execute any such documents and do such acts and things at the Bank's option upon the Debtor's refusal to act.

14. Protection of Collateral. The Bank may, in its discretion, but will not be required to, discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral, place and pay for insurance thereon, order and pay for the repair, maintenance and preservation thereof, and pay any necessary filing or recording fees. Any amount so expended by the Bank (including reasonable attorneys' fees costs of collection) pursuant to the foregoing shall become part of the Secured Obligations, shall be payable upon demand and shall bear interest until paid at the rate applicable to the indebtedness evidenced by the Note. Until default the Debtor may have possession of the Collateral and use the same in any lawful manner not inconsistent with this agreement or with the terms and conditions of any insurance policy thereon.

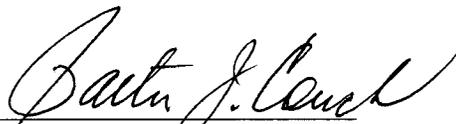
15. Documents; Instruments. If the Collateral includes Documents or Instruments the Debtor has or will, at the request of the Bank, deliver the Collateral to the Bank to be held by the Bank. The Debtor will execute any endorsement or writing upon the Documents or Instruments as may be requested by the Bank in order to evidence the pledge, assignment and transfer of such Collateral to the Bank, and Debtor hereby appoints the Bank as its lawful attorney-in-fact to execute any such endorsements or writings and do such acts and things at the Bank's option upon the Debtor's refusal to act. If the Secured Obligations are paid in full and satisfied, the Bank will redeliver possession of such Collateral to Debtor and will execute any endorsements or writings reasonably necessary to transfer such Collateral back to Debtor (without recourse).

SCHEDULE A

1. Locomotive Type: SW1500 Switch Engine
2. Serial Number: EMD 7367-4
3. Manufacturer: Electro-Motive Division (EMD) of General Motors
4. Weight: 260,000 Lbs.
5. Engine: 645 E 12 Cylinder Diesel, 1500 Horsepower
6. Generators: D32 P Main and 10KW Auxiliary
7. Brakes: 26L, WABCO Compressor, Composition Brake Shoes
8. Wheels: 40"
9. Traction Motors: D77

M.B.C.X. LEASING, L.L.C.

By:

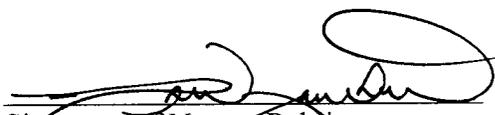

Walter J. Couch, Managing Partner

ACKNOWLEDGEMENT

State of Georgia
County of Fulton

On this 4th day of August, 2000 before me personally appeared WALTER J. COUCH, to me personally known, who being by me duly sworn, says that he is the Manager of M.B.C.X. LEASING, LLC, a Georgia limited liability company, that said instrument was signed on behalf of said limited liability company by authority of its members, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

(SEAL)



Signature of Notary Public
My Commission expires _____

