



March 23, 2001

RECORDATION NO. 23450 FILED
APR 05 '01 12:01 PM
SURFACE TRANSPORTATION BOARD



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 a lease, a primary document, dated March 22, 2001.

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

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

Lessee: Trans-Global Solutions, Inc.
11811 I-10 East, Suite 630
Houston, Texas 77029

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 \$26.00 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.

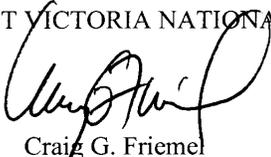
Mr. Vernon A. Williams, Secretary
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A short summary of the document to appear in the index follows:

Master Lease Agreement between Locomotive Leasing Service, Ltd., P. O. Box 1973, Nederland, Texas 77627, as Lessor, and Trans-Global Solutions, Inc., 11811 I-10 East, Suite 630, Houston, Texas 77029, as Lessee, 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

A handwritten signature in black ink, appearing to read 'Craig G. Friemel', is written over the printed name.

By: Craig G. Friemel
Senior Vice President

Enclosures

RECORDED 23450 FILED

MAR 27 2001 12:01 PM

MASTER LEASE AGREEMENT



SURFACE TRANSPORTATION BOARD

MASTER LEASE AGREEMENT ("Lease") entered as of March 22, 2001 date, between Locomotive Leasing Service, Ltd., a Texas Limited Liability Company and Trans-Global Solutions, Inc. (hereinafter called "Lessee").

RECITALS

WHEREAS, Lessor owns certain railroad freight car equipment, more specifically identified as the "Cars," on each signed Schedule attached hereto. All the Schedules shall be subject to all of the provisions of this Lease or any amendment hereto. The terms and provisions of each Schedule shall control, as to the Cars listed on such Schedule, over any inconsistent or contrary terms and provisions in the body of this Lease.

WHEREAS, Lessee desires to lease such Cars from Lessor all upon the terms and conditions set forth in this Lease:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein; the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions included elsewhere in this Lease, certain terms are defined for purposes of this Lease as follows:

"AAR" shall mean the Association of American Railroads.

"Car Hire" shall mean compensation paid to an owner of car marks for use of a Car by a rail carrier in possession of a Car of which it is not the owner. Such compensation may include hourly and mileage rates.

"Cars" shall mean the equipment identified on the applicable Schedule. A single unit of such equipment shall be referred to as a "Car."

"Casualty Car" shall mean a Car, which suffers an Event of Loss.

"Casualty Payment" has the meaning set forth in Section 18.

"Casualty Value" for any Car shall be the amount set forth in the Casualty Value Exhibit to the applicable Schedule.

"Certificate of Acceptance" shall mean a certificate of acceptance substantially in the form of Exhibit A attached hereto executed by Lessee or Lessee's designated representative or agent.

"Commencement Date" as to all the Cars shall be the first day of the month following the month in which occurs the latest Delivery Date for the Cars (i.e., the first day of the month following the date on which the last of the Cars is delivered to and accepted by Lessee hereunder).

"Delivery Date" for any Car shall mean the date on which such Car is delivered to and accepted (or deemed accepted) by Lessee.

"Event of Loss" shall mean any of the events referred to in Section 18.

"Fixed Rent" as to any Car shall mean the amount of monthly rent per Car as set forth on the applicable Schedule.

"Including" means including without limitation.

"Initial Term" shall mean the period commencing on the Commencement Date and ending on the date specified on the applicable Schedule.

"Interchange Rules" shall mean all codes, rules, interpretations, laws and orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, as adopted and in effect from time to time by the AAR and any other organization, association, agency or governmental authority that may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders, including the Surface Transportation Board and the United States Department of Transportation.

"Interim Rent" shall mean, with respect to any Car to which Interim Rent applies, an amount of daily rent per Car as set forth on the applicable Schedule.

"Repair Work" shall mean all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in compliance with all Interchange Rules and in satisfactory condition for movement in the normal interchange of rail traffic (excepting ordinary wear and tear within the meaning of the Interchange Rules).

"Replacement Cars" shall mean Cars of substantially similar description and condition to the Cars originally subject to this Lease, which are substituted for Cars.

"Schedule" shall mean a schedule, substantially in the form annexed hereto as "Schedule No. 1" but may contain such additional supplementary provisions as Lessor and Lessee may agree upon. All the Schedules shall be subject to all of the provisions of this Lease, or any amendment hereto. Each Schedule, incorporating by reference the terms and conditions of this Lease Agreement, constitutes a separate instrument of Lease and shall be deemed separately enforceable by either party.

2. Lease of Cars. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Cars identified in the applicable Schedule. This Lease shall become effective as to any Car immediately upon its acceptance by Lessee pursuant to Section 4. It is the intent of the parties that no agency, joint venture or partnership relationship shall arise or be created between Lessor and Lessee. Lessee's rights and interests hereunder shall be those of a lessee only and Lessee shall not acquire any ownership or other interest in the Cars.

3. Delivery of Cars.

(a) Lessor shall deliver the Cars as promptly as is reasonably practicable. Lessor shall suffer no liability or bias if all of the Cars listed on a Schedule are not delivered due to circumstances beyond the control of Lessor. This Lease shall be effective with respect to that number of Cars actually delivered.

(b) Lessor agrees to deliver the Cars to Lessee at the location designated in the applicable Schedule. Each Schedule will designate which party shall be responsible for delivery charges, if any. From and after acceptance of a Car by Lessee, Lessee shall be liable for all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation

or movement of a Car.

4. Condition of Cars: Acceptance. Lessee shall, by no later than one week after notification by Lessor that the Cars are ready for acceptance (the "Inspection Deadline"), have its authorized representative inspect such Cars at the point of delivery and accept or reject them as to condition and compliance with the specifications, as outlined in the Specifications Exhibit attached to the applicable Schedule. Cars so inspected and accepted, and Cars that are available for inspection but are not inspected by the Inspection Deadline by Lessee, shall be conclusively deemed to be accepted and subject to this Lease. Unless otherwise designated in a Schedule, within one week after the passing of the Inspection deadline, Lessee shall issue and deliver to Lessor a Certificate of Acceptance in the form of Exhibit A for all Cars.

5. Use and Possession. Provided that Lessee is not in default of this Lease, Lessee shall be entitled to possession of each Car from the Delivery Date as to such Car. The Cars are to be used only in the service as specified on the Schedule and shall not under any circumstances be used for any other purpose without the prior written consent of Lessor. Provided that Lessee is not in default of this Lease, Lessor covenants that Lessee may and shall peaceably and quietly have, hold, possess, use and enjoy the Cars as provided in this Lease without suit, molestation or interruption by Lessor or by reason of Lessor's acts. Lessee agrees that the Cars shall at all times be used: (i) in conformity with the Interchange Rules; (ii) in a careful and prudent manner; (iii) solely in a use, service and manner for which the Cars were designed; (iv) in compliance with applicable laws; and (v) exclusively in the continental United States of America, unless otherwise provided in a Schedule. Lessee shall not use, or permit the use of, the Cars for loading, storage, or hauling any hazardous, toxic, corrosive or radioactive substances. Lessee also agrees not to load any of the Cars in excess of the load limit stenciled thereon. If use of the Cars is permitted outside the continental United States, Lessee shall use and shall cause third parties whose use Lessee can control to use the Cars in the continental United States for not less than 185 days during any consecutive 12 month period. If any of the Cars are used outside the continental United States, Lessee shall indemnify and reimburse Lessor for any customs duties, taxes, loss of tax benefits, or other expenses resulting from such use.

6. Term. Except for early termination or cancellation and Events of Loss, the term of this Lease as to each Car shall be the Initial Term or any extension thereof. All of the terms and provisions of this Lease Agreement shall apply and be in full force and effect with respect to Cars accepted by Lessee prior to the Commencement Date. This Lease shall remain in full force until it expires or is terminated as to all of the Cars as provided herein.

7. Rental. For each Car, Lessee shall pay Interim Rent (if applicable) and Fixed Rent (collectively "Rental") to Lessor as follows:

(a) Interim Rent during the period starting on the Delivery Date of the Car through and including the day prior to the Commencement Date. Interim Rent shall also apply during any period after the end of the term of this Lease until all Cars are returned in accordance with Section 19 below; and.

(b) Fixed Rent starting on the Commencement Date and terminating on the expiration date or other termination date of this Lease as to such Car.

8. Payment. Lessor shall submit an invoice to Lessee indicating the Interim Rent due. Lessee shall pay Interim Rent to Lessor within fifteen days after receipt of the invoice., Lessee shall pay Fixed Rent to Lessor monthly in advance on the first day of each succeeding month during the Initial Term. Lessee shall send all Interim Rent and all Fixed Rent payments to Lessor at the address provided in the Schedule, or at such other place as Lessor may specify in a written notice delivered to Lessee.

9. Car Hire. Except as designated in a Schedule (for example, where the Cars are operating under the reporting marks of Lessee), Lessor shall be entitled to all Car Hire. Lessee shall not have the right to negotiate bilateral or multilateral contracts concerning Car Hire for the Cars nor to avail itself of any other rights of a car owner under the rail industry's Code of Car Hire Rules. Furthermore, Lessee shall not, voluntarily elect to deprecise any Car subject to this Lease by designating any Car a "market rate car" pursuant to the rules and regulations of the Surface Transportation Board, including the provisions of 49 CFR 1033.1(b)(3) or any successor thereto.

10. Markings, Record Keeping, Recording, Inspections.

(a) Unless otherwise provided in a Schedule, Lessor will cause each Car to be stenciled with Lessor's (or its affiliate's) running marks and identifying numbers as set forth in the applicable Schedule. Lessor may from time to time, upon giving reasonable notice to Lessee, restencil the Cars with such other running marks and identifying numbers, as Lessor shall in its sole discretion elect. Lessee may affix to each Car its corporate name and its logo, the corporate name(s) and logo(s) of its parent corporation and such other identification or reporting markings as are customary in Lessee's operations and are as designated in a Schedule. Except as provided herein, Lessee shall not place any other lettering or marking upon any of the Cars. Upon written request of Lessor, but no more than once every year Lessee shall, furnish to Lessor a list of all Cars then subject to this Lease.

(b) Unless otherwise provided in the applicable Schedule, the party owning or providing the reporting marks for the Cars shall at its cost cause each Car to be registered at all times in the Official Equipment Register and in the Universal Machine Language Equipment Register (UMLER), and any change therein must be mutually agreed by the parties. Lessee shall maintain such records as shall be required from time to time by any applicable regulatory agency or any A.A.R. railroad interchange agreement or rule, or which relate to the use and handling of the Cars.

(c) Lessor may at its own cost and expense inspect the Cars and all records relating to the Cars upon reasonable prior written notice to Lessee's Chief Mechanical Officer or Chief of Transportation depending upon the nature of the inspection.

(d) Lessee shall not be liable for any personal injury, property damage or wrongful death arising as a result of any inspection of the Cars by Lessor or its agents during or after the term of this Lease. Lessor shall be fully responsible for its acts and the acts of its agents in connection with any such inspection, unless caused by Lessee's negligence or willful misconduct.

(e) Lessor shall exert its best efforts to prevent such inspections from interfering with the normal operation and movement of the Cars.

(f) During the term of this Lease Agreement, upon reasonable prior written notice to Lessor, Lessee shall have reasonable access to records pertaining to the Cars to the extent within Lessor's possession or control.

11. Repairs and Maintenance. Repair Work shall be the responsibility of the party as indicated on the applicable Schedule and as provided below:

(a) If Lessor is designated as the party responsible for Repair Work on the Schedule, Lessee will remain responsible for and pay all expenses of Repair Work or other work or materials required for or by reason of: (i) damage or other condition caused by the negligence, improper use or willful

misconduct of Lessee; (ii) damage or maintenance or repairs to the areas or parts of the Cars specified in the applicable Schedule under the heading "Repairs -- Excepted Matters," and/or (iii) Interchange Rules that have not been adopted or promulgated as of the date hereof. Lessee shall not repair or authorize the repair of any of the Cars without Lessor's prior written consent. However, "running repairs" (as specified in the Interchange Rules) may be performed by railroads or hauling carriers without Lessor's prior written consent. If repairs not included within the scope of running repairs become necessary, Lessee shall contact Lessor's office for authorization. Lessee shall promptly notify Lessor of any required or appropriate Repair Work of which Lessee has knowledge. Lessor may require Lessee to deliver the Car to such place as Lessor designates for Repair Work or work Lessor elects to effect for preventive measures. Lessor may terminate this Lease with respect to any Car as to which it deems Repair Work to be unsuitable or uneconomical. Lessee will not charge Lessor for any transportation on Lessee's trackage (if any), or for any storage charges for the Cars, while the Cars are being moved to or from, or are waiting to go into, repair facilities.

(b) If Lessee is designated as the party responsible for Repair Work pursuant to the applicable Schedule, Lessee shall at its expense cause such Repair Work to be performed in a timely manner.

(c) If any alteration, improvement, or addition to a Car is made pursuant to the Interchange Rules, the alteration, improvement, or addition shall be made at Lessee's expense and shall become a permanent accession of the Car and title thereto shall vest in Lessor.

12. Substitution of Cars. Lessor may replace any Cars with Replacement Cars. Once accepted pursuant to Section 4, Replacement Cars shall be deemed to be subject to this Lease. The parties shall execute amendments to this Lease and such other or further documents as may be reasonably required by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Cars, or to include any Replacement Cars within the terms and provisions of this Lease.

13. No Abatement of Rent. Lessee shall promptly make all Rental and other payments without setoff, deduction, or recoupment of any nature or kind whatsoever. Rental and other amounts owing by Lessee shall not abate for any reason. However, if a Car remains in a repair shop for Repair Work, which is the responsibility of Lessor as provided in Section 11(a), beyond seven (7) days, the Rental payment shall abate beginning with the eighth day until the Car is returned to service at which time Lessee's responsibility to make such Rental payments shall resume.

14. Insurance. Insurance shall be the responsibility of the party as set forth on the applicable Schedule:

(a) If Lessee is designated as the party responsible for insurance on a Schedule, then at all times prior to the return and acceptance of the Cars to Lessor, Lessee, at its own expense, shall provide and maintain public liability and property damage insurance for each of the Cars against all risks of loss including Casualty Values, in the amounts indicated in the applicable Schedule.

(b) If Lessor is designated as the party responsible for on a Schedule, then Lessor shall provide and maintain public liability and property damage insurance coverage in respect of the Cars against such risks, in such amounts, and with such terms as are customary under Lessor's risk management program in respect of similar railway cars owned or managed by Lessor. Lessor may self-insure in a manner customary under Lessor's risk management program.

(c) In addition, Lessee shall provide and maintain general contractual liability insurance in

amounts sufficient to cover Lessee's continuing obligations under this Lease, including Rentals, indemnities and Casualty Values. Lessee shall designate Lessor as an additional insured and additional loss payee on all applicable insurance policies. At Lessor's request Lessee shall furnish to Lessor copies of policies or certificates evidencing insurance coverage required by this Lease. All such insurance policies issued by third-party insurers shall contain an endorsement providing that the insurer will not cancel or amend the policy without first giving at least 30 days' prior written notice to Lessor. If Lessee fails to maintain such insurance, Lessor, at its option, may provide or procure such insurance. In that event, upon Lessor's demand Lessee shall reimburse Lessor for the cost of insurance.

15. Taxes. Taxes shall be the responsibility of the party as set forth on the applicable Schedule:

(a) If Lessee is designated as the party responsible for taxes on a Schedule, then for the period beginning on the Delivery Date of each Car and continuing until the termination of this Lease with respect to that Car, Lessee shall be responsible for the filing and payment when due of all Taxes. For purposes of this Section, "Taxes" means taxes, assessments, and other governmental charges of whatsoever kind or character (including ad valorem and other property taxes, sales and use taxes, excise taxes, and withholding taxes) that may be accrued, levied, assessed, or imposed on any Car or resulting from the lease, possession, operation, or use of any Car or rentals or other amounts paid on or with respect to any Car (including payments in the event of a casualty), except for taxes on or measured by Lessor's income or fees for Lessor to qualify for doing business in any jurisdiction.

(b) If Lessor is designated as the party responsible for taxes on a Schedule, then Lessee shall still be responsible for all obligations in Section 15(a) above. Lessor shall pay all property and ad valorem taxes assessed or levied against the Cars and shall file all property and ad valorem tax returns with respect to the Cars. Lessor shall furnish Lessee with a copy of all property and ad valorem tax returns and evidence of payment made thereunder upon request by Lessee.

16. Liens. Lessee covenants that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become an encumbrance, cloud, lien or charge upon any of the Cars in favor of anyone claiming by, through or under Lessee. This provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings and Lessor's interests in the Cars or this Lease are not impaired.

17. Indemnity. Lessee will defend, indemnify and hold Lessor harmless from and against any loss, liability, damage, claim, cause of action, expense (including reasonable attorneys' fees and expenses of litigation) or injury of any nature or kind incurred or suffered by or asserted against Lessor, including loss, liability, damage, claim and expense arising under any applicable law, rule or regulation relating to the environment, natural resources or human health and safety ("Claims"), arising at any time out of or relating to Lessee's use, lease, possession, and/or operation of the Cars under this Lease. This indemnity will not apply to the extent that a Claim: (i) is attributable to the negligence or intentional act or omission of Lessor, its agents or employees or the nonperformance or default of Lessor; or (ii) is such that a railroad or railroads shall be obligated to assume full responsibility and satisfy same.

18. Events of Loss. In the event that any Car is lost, stolen, destroyed, or damaged beyond economic repair, or otherwise taken or requisitioned (any such event being hereinafter called an "Event of Loss"), Lessee shall promptly notify Lessor with the date and other facts and circumstances related to the "Event of Loss". Within forty-five (45) days after written demand by Lessor, Lessee shall pay to Lessor the Casualty Value of such Car as of the date of such payment as determined in accordance with the

Casualty Value Exhibit to the applicable Schedule (such amount referred to as the "Casualty Payment"). Lessee's rental obligations with respect to a Casualty Car shall terminate on the date Lessor receives a sufficient notice of an Event of Loss from Lessee. Upon Lessor's receipt of the Casualty Payment and upon Lessee's satisfaction of all of its obligations (including obligations for accrued rental, liabilities arising or existing under Sections 11, 14, 15, 16 and 17 hereof, and the liability, if any, of Lessee to make payments pursuant to this Section) under this Lease, this Lease shall terminate with respect to the Casualty Car. Upon payment of all amounts due from Lessee under this Lease, Lessor shall, except to the extent otherwise required by a handling railroad or other indemnifying party, deliver to Lessee a bill of sale (without warranty) to such Casualty Car transferring ownership to Lessee. Provided that Lessor has received the Casualty Payment pursuant to this section and Lessee has no further obligations hereunder to Lessor respecting the Casualty Car, Lessee shall then be entitled to the proceeds of any recovery in respect of the Casualty Car from other insurance maintained by Lessee or a handling railroad or other party under and pursuant to Interchange Rules.

19. Return of Cars. Except for Casualty Cars, upon the expiration or termination of this Lease with respect to any Car, Lessee shall, at its own cost and expense and as promptly as practicable, surrender possession of such Car to Lessor by delivering the Car to a "Return Point" indicated in the Schedule. If Lessee is a railroad and the Return Point is on Lessee's line, Lessee shall use its best efforts to load the Cars with freight and deliver the Cars to a connecting carrier for shipment.

(a) Return Condition. Each Car shall be returned in satisfactory condition for movement in the normal interchange of rail traffic (ordinary wear and tear within the meaning of the Interchange Rules excepted) and in need of no Repair Work for which Lessee is responsible under Section 11. Each Car shall be returned free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee and in compliance with any return conditions specified in the applicable Schedule. If any Car is not returned to Lessor free from such accumulations or deposits or not in satisfactory condition for the movement in the normal interchange of rail traffic, Lessee shall reimburse Lessor for any expense incurred in cleaning and repairing such Car. Lessee will remain responsible for all Rentals for such Cars until all repairs, maintenance and/or cleaning have been completed. Lessor shall have the right to return to Lessee at Lessee's expense, any material removed from said Cars.

(b) Marking. Lessee shall bear all reasonable costs associated with remarking each Car at a facility mutually selected by Lessor and Lessee. Marking shall include: (i) removal of existing reporting marks and all company logos of Lessee; (ii) complete cleaning of the area where new marks are to be placed as designated by Lessor; (iii) application of new reporting marks and reprogramming of the AEI tags as designated by Lessor; and (iv) any transportation costs and charges involved in moving each Car to and from the remarking facility.

(c) Except as provided above, upon return of a Car at a Return Point, all Rental with respect to such Car shall cease to accrue. Except as provided herein, upon the return of a Car by Lessee to a Return Point and acceptance by Lessor, neither Lessor nor Lessee shall have any further obligations under this Lease with respect to such Car except for any claims or liabilities accruing or arising out of or relating to circumstances, events or occurrences prior to such return. Upon request of Lessor, Lessee shall, following termination or expiration of this Lease with respect to any Car, provide up to ninety (90) days free storage on Lessee's trackage, if any.

20. Default.

(a) Event of Default. Any of the following shall constitute an "Event of Default": (i) Lessee fails to make any payment within 10 days after the payment becomes due, and/or (ii) for a period of 20 days after receipt of written notice specifying any other default of any covenant, condition, term or

obligation under this Lease, Lessee remains in default and/or (iii) Lessee defaults in the performance of any of its obligations under the subcontract between TCP/TGS Sweeny, L.L.C. and Trans-Global Solutions, Inc., concerning the Operations and Maintenance Agreement with Meroy Sweeny, L.P. dated November 15, 1999, or takes any action which permit the termination of the subcontract or the TCP/TGS Sweeny, L.L.C. joint venture provided however that so long as Lessor continues to make all payments due by Lessor to its Lender, Lessor shall have 180 days to sell the railcars or replace this Lease with a Lease which in Lender's discretion replaces this Lease of Lessor's railcars and/or if a proceeding is commenced by or against Lessee under any bankruptcy laws, federal, State or any political subdivision, or for the appointment of a receiver, assignee or trustee of Lessee or its property, and/or (iv) if Lessee makes a general assignment for the benefit of creditors.

(b) Cancellation of Lease. If an Event of Default occurs, Lessor may, in its sole discretion, cancel this Lease by written notice and immediately retake the Cars. Lessee shall immediately pay to Lessor any and all amounts that may then be due or may have accrued to the date of such cancellation. In addition, Lessee shall immediately pay to Lessor, as liquidated damages, any and all costs and expenses of termination, retaking and reselling or re-leasing the Cars (including reasonable attorneys' fees) plus the Lost Benefit of the Bargain. The Lost Benefit of the Bargain shall equal the present value (using a discount rate of three percent (3%)) of all rental for the unexpired balance of the Initial Term unpaid as of said date of cancellation, reduced by the present value (using a discount rate of three percent (3%)) of the fair market rental value of the Cars for the unexpired balance of the Initial Term as of said date, whether or not such Cars are relet or otherwise disposed of. Fair market rental value will be equal to zero for any Car not returned by Lessee. If any Car is not returned, Lessee shall also pay the Casualty Value as of the date of cancellation. Lessor may sell the Cars at public or private sale, with or without notice, advertisement, or publication, as Lessor may determine, or otherwise dispose of, hold, use, operate or lease to others the Cars as Lessor in its sole discretion may determine, all free and clear of any rights of Lessee and without any duty to account to Lessee. The parties acknowledge that actual damages in the case of an Event of Default are difficult or impossible to estimate and that the liquidated damages in this subsection (b) are not a penalty and are a reasonable pre-estimate of the probable loss in light of the anticipated harm caused by the Event of Default.

(c) Remedies Cumulative. The rights and remedies in this Lease shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other rights and remedies existing at law or in equity.

(d) Survival. The obligation to pay any deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder (including any indemnity obligations of Lessee) shall survive the cancellation of the Lease and the retaking of the Cars.

(e) Performance on behalf of Lessee. Without limiting Lessor's rights hereunder upon an Event of Default, in the event that Lessee fails duly and promptly to perform any of its obligations under this Lease, Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by Lessor in such performance, together with interest at the rate of nine percent (9%) per annum thereon (but in no event greater than the highest rate permitted by relevant law) until paid by Lessee to Lessor, shall be payable by Lessee upon demand as additional rent for the Cars.

21. Sublease and Assignment. The right to assign this Lease or the Cars by either party and Lessee's right to sublease shall exist only as follows:

(a) Lessee shall not assign or sublease this Lease or any of the Cars without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) All rights of Lessor hereunder and in the Cars may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without prior notice to Lessee and without Lessee's consent. The Cars, this Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by Lessor. If Lessor shall have given written notice to Lessee stating the identity and address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee. Notwithstanding any provision in this Section 21(b) to the contrary, so long as Lessee is not in default under this Lease, Lessee's right to quiet enjoyment in the Cars will not be disturbed pursuant to any provisions or rights granted in this Section 21(b).

The making of an assignment or sublease by Lessee or an assignment by Lessor shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

22. Notice. All notices, demands, consents or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if: (i) sent by registered or certified mail, return receipt requested, postage prepaid; (ii) sent by telegraph or telex; (iii) sent by Express Mail or other responsible overnight delivery service; or (iv) sent by telephone facsimile transmission, to the address set forth in the applicable Schedule or to such other addresses as may hereafter be furnished in writing by the respective parties if given in the manner required above. Any notice, demand, consent or communication given hereunder in the manner required above shall be deemed to have been effected and received as of: (i) the date hand delivered; (ii) the date three days after posting of the mail; (iii) the date of delivery to the telegraph company or sent by telex or telephone facsimile; or (iv) the day after delivery to Express Mail or other responsible overnight delivery service.

23. Warranties and Limitation of Damages.

(a) LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO MERCHANTABILITY, CONDITION, DESIGN, WORKMANSHIP, QUALITY, DESCRIPTION, DURABILITY, QUIET ENJOYMENT, INFRINGEMENT, COURSE OF DEALING OR USAGE OF TRADE, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF THE CARS IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE OR UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (INCLUDING, WITHOUT LIMITATION, UNDER SECTIONS 2A - 210, 211, 212 AND 213, OR OTHERWISE).

(b) LESSOR SHALL NOT BE LIABLE IN ANY EVENT OR UNDER ANY CIRCUMSTANCES, IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, COLLATERAL, EXEMPLARY, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM OR RELATING TO THE MANUFACTURE, LEASE, USE, POSSESSION OR OPERATION OF THE CARS OR IN CONNECTION WITH LESSOR'S PERFORMANCE HEREUNDER OR THE BREACH OF ANY WARRANTY OR OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ARISING BY REASON OF ANY IMPERFECTION OR DEFECT IN THE CARS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24. Governing Law. The terms of this Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Texas (without giving effect to any choice- or conflict-of-laws rule that would cause the application of the laws of any jurisdiction other than the State of Texas).

25. Amendment. The terms of this Lease and the rights and obligations of the parties may be changed or terminated only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

26. Counterparts. This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which may be evidenced by any such signed counterpart.

27. Entire Agreement. This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all previous and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof.

28. Severability: Waiver. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances shall not be affected thereby, and each provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. Any party's failure to exercise or delay in exercising any right, power or remedy available to such party shall not constitute a waiver or otherwise affect or impair its rights to the future exercise of any such right, power, or remedy. No waiver, indulgence or partial exercise by any party of any right, power, or remedy shall preclude any further exercise thereof or the exercise of any additional right, power or remedy.

29. Past Due Payments, Etc. Any nonpayment of rentals or other sums due hereunder, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of Lessee to pay also an amount of interest equal to nine percent (9%) per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time such sum is overdue and unpaid. If any action at law or in equity is necessary to enforce the terms of this Lease, including the collection of any amounts owing hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

30. Recording. Upon request by Lessor, Lessee shall join in the execution of a memorandum or short form of this Lease and any assignment of this Lease for use in recordation under 49 U.S.C.A. Section 11301 or such other recordation as Lessor reasonably deems appropriate (which may include recordation with the Registrar General of Canada). Such memorandum or short form of lease may describe the parties, the Cars being leased and the term of this Lease, including any options to extend, and shall incorporate the Lease by reference.

31. Benefit. Except as otherwise expressly provided herein, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent provided in Section 21 hereof) their successors and assigns. Without limiting the generality of the foregoing, the provisions of Section 12 hereof and the indemnities of Lessee contained in Section 16 hereof shall apply to and inure to the benefit of any assignee of Lessor, and if such assignee is a trustee or secured party under any indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of the holder of such evidence of indebtedness.

32. Jurisdiction. Each party to this Lease agrees that any action or proceeding arising out of or relating to this Lease may be brought in any state court within Harris County, Texas or any federal court within the Southern District of Texas, Houston Division. Each party hereby submits to the jurisdiction of each such court and waives whatever rights may correspond to it by reason of its present or future domicile. In particular, each party waives any objection that it may have to the conduct of any action or proceeding in any such court based on improper venue or forum non conveniens. Nothing herein shall affect any right a party may have to commence legal proceedings or otherwise proceed against another party in any other jurisdiction or to serve process in any manner permitted or required by law. Each part hereby waives its rights, if any, to a trial by jury.

33. True Lease. The parties intend this Lease and the transactions contemplated thereby to create a true lease. If it should nonetheless be determined that the transaction is a sale, then Lessee shall be deemed to have granted to Lessor a security interest in the Cars (to secure the full payment and performance of all of Lessee's obligations hereunder). Lessor shall be entitled to all rights and remedies of a secured party under all applicable laws, including the Uniform Commercial Code. Lessee shall execute and deliver to Lessor such documents as Lessor may request from time to time to support the treatment of the transaction as a true lease and to perfect, establish, or give notice of Lessor's interest in the Cars, including affidavits of true lease and precautionary financing statements and other filings.

34. Lessor's Agency Role. With respect to certain Cars identified in Schedules, (i) Lessor in executing this Lease is acting as agent for the owners of the Cars, and all references herein to Lessor with respect to such Cars shall be construed to bind only the owners of the Cars and not Lessor as a principal, and (ii) Lessor represents and warrants that it is duly authorized to enter into this Lease as agent on behalf of the owners of such Cars.

35. Representations and Warranties of Lessee. Lessee represents and warrants that:

(a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has taken all corporate action necessary validly to enter into this Lease and carry out its obligations hereunder;

(b) This Lease has been duly executed on behalf of Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity;

(c) The Cars which are subject to this Lease are held by Lessee under and subject to the provisions of this Lease prior to any lien, charge or encumbrance in favor of anyone claiming against the Cars by, through or under Lessee; and

(d) No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of Lessee in connection with this Lease or any action contemplated on its part thereunder.

36. Financial Statements of Lessee. Upon Lessor's request, Lessee will furnish Lessor within one hundred eighty (180) days after the end of each fiscal year of Lessee the financial statements of Lessee for such fiscal year prepared in accordance with generally accepted accounting principles (GAAP) and certified by independent certified public accountants of recognized standing selected by Lessee and within forty-five (45) days after the end of the first, second and third quarters of Lessee's fiscal year, a balance sheet of Lessee as of the end of such quarter, and the related statement of income and statement

of changes in financial position of Lessee for such quarter prepared in accordance with GAAP. Lessor is hereby authorized to provide such financial statements to any institutional lender providing financing for Lessor's acquisition of the cars or for working capital relating to this lease agreement.

[Execution on next page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease as of the day and year first above written.

LESSOR:
LOCOMOTIVE LEASING SERVICE, LTD.

By: 
Name/Title: **MANAGER**

Attest: 
Name/Title: **STACIE BURTON**

[CORPORATE SEAL]

LESSEE:
By: 
Name/Title: **Daniel J. ORSINI CFO**

Attest: 
Name/Title: **STACIE BURTON**

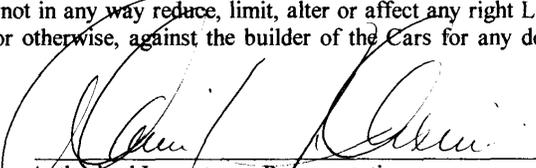
[CORPORATE SEAL]

EXHIBIT A TO MASTER LEASE AGREEMENT

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized inspector or representative of Trans-Global Solutions, Inc. ("Lessee"), for the purpose of accepting equipment that is to become subject to a Master Lease Agreement dated as of 3/22/01 date _____ between Lessee, as Lessee, and Locomotive Leasing Service, Ltd., as Lessor (the "Lease"), hereby certifies that the units of railroad equipment specified in Schedule A attached hereto (the "Cars") have been delivered to Lessee at _____ and have been accepted on behalf of Lessee under the Lease.

The execution of this certificate shall not in any way reduce, limit, alter or affect any right Lessee may have to pursue any claim, in warranty or otherwise, against the builder of the Cars for any defect, whether latent or patent.



Authorized Inspector or Representative

Dated: 3/22/01

SCHEDULE NO. One

This Schedule No. One is hereby made a part of and hereby expressly incorporates herein by reference the Master Lease Agreement dated as of March 22, 2001 ("Master Lease Agreement") between Locomotive Leasing Service, Ltd., as Lessor and Trans-Global Solutions, Inc., as Lessee. This Schedule is intended to and shall stand alone as a separate instrument of Lease.

Number of Cars: 160

Description of Cars: used 100-ton 4040 cubic capacity rapid discharge railcars

Owner of Cars: Locomotive Leasing Service, Ltd.

Car Marks and Numbers: See "Description of Railcar" Exhibit "1"

Beginning Date for Initial Term: April 1, 2001

Ending Date for Initial Term (if known): March 31, 2010

Monthly Fixed Rental Rates: Five Hundred and Fifty Dollars (\$550) per Car.

Daily Interim Rental Rates: N/A

Car Hire: Lessee

Anticipated Delivery Period: April 1, 2001

Place for Inspection/Acceptance: Sweeny, Texas. Lessee has inspected the Cars and hereby deems them fit for service under this Lease. This statement will serve in lieu of Certificate of Acceptance.

Point of Delivery: Sweeny, Texas

Party Responsible for Charges to Point of Delivery: Lessee

Party Responsible for Charges from Point of Delivery: Lessee

Permitted Use of Cars: Movement of Petcoke

Return Point: Lessee will, at its own expense, return the cars to a point or points designated by the Lessor on the Union Pacific RR.

Party Responsible for Charges to Return Point: Lessee

Address for Payments to Lessor: Locomotive Leasing Service, Ltd., 2300 Highway 365, Suite 400, Nederland, TX 77627

Addresses for Notices:

If to Lessor, to: Locomotive Leasing Service, Ltd.
2300 Highway 365, Suite 400
Nederland, TX 77627
Attn: Dan Orsini
Facsimile (409) 720-5427

If to Lessee, to: Trans-Global Solutions, Inc.
11811 East I-10 Freeway, Suite 630
Houston, TX 77029

Attn: Dick Scott
Facsimile (713) 453-2756 Phone: (713) 453-0341

Repairs & Maintenance Responsibility (subject to §11): Lessee. Lessee is responsible for all repairs on the cars.

Excepted Matters:

Insurance Responsibility (subject to §14): Lessee.

Taxes Responsibility (subject to §15): Lessee.

Stenciling: Lessor will pay to have the Cars remarked at the beginning of the Lease and the associated AEI tags reprogrammed. At the end of the Lease, the Lessee will bear the costs to have the cars remarked to a mark designated by the Lessor and to have the associated AEI tags reprogrammed.

Casualty Values: See the "Casualty Value Exhibits" attached hereto.

Miscellaneous: All capitalized terms used in this Schedule shall, unless otherwise indicated, have the definitions set forth in the Lese. Wherever there may be conflicts or inconsistencies between the terms and conditions of this Schedule and the terms and conditions of the Lease, the terms and conditions of this Schedule shall prevail.

LESSOR:

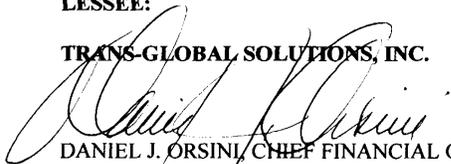
LOCOMOTIVE LEASING SERVICE, LTD.



WILLIAM F. SCOTT, MANAGER
Dated as of March 22, 2001

LESSEE:

TRANS-GLOBAL SOLUTIONS, INC.



DANIEL J. ORSINI, CHIEF FINANCIAL OFFICER
Dated as of March 22, 2001

CASUALTY VALUE
EXHIBIT ONE TO SCHEDULE NO. One

This is Exhibit One to Schedule No. One to the Master Lease Agreement dated as of March 22, 2001 between Locomotive Leasing Service, Ltd., as Lessor and Trans-Global Solutions, Inc., as Lessee.

Casualty Value: \$42,775