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RECORDATION NO. 24038-A FILED

July __, 2002

AA 03 00 2-11-02

New Recordation No. -A

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

On behalf of Bank of America, N.A. I submit for filing and recording under 49 U.S.C. § 11301 (a) and the regulations applicable thereunder, executed counterparts of a secondary document, not previously recorded, entitled Supplement to Assignment of Leases ("Supplement") dated as of February 26, 2002.

The parties to the enclosed Supplement are:

Jerry L. Sagehorn 10610 Colony Woodplace The Woodlands, TX 77380	-	ASSIGNOR
Bank of America, N.A. 901 Main Street Dallas, TX 75202	-	ASSIGNEE

The said Supplement, among other things, acts to add to the assignment all now and future leases of 4 railroad cars and should be recorded under "-A" of the Recordation No. of the Assignment of Leases between the parties, being recorded concurrently.

The equipment covered by the instant Supplement is identified as 4 railroad cars, DOWX 8181, 8192, 8203, 8214.

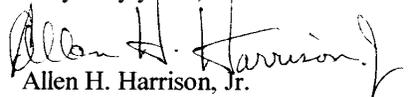
A short summary of the Supplement to appear in the Surface Transportation Board Index is as follows:

"Covers all now and future leases of DOWX 8181, 8192, 8203, and 8214."

Enclosed is a check in the amount of thirty dollars (\$30.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter from the Surface Transportation Board acknowledging the filing and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for Bank of America, N.A.,
for the purpose of this filing.

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8231-021

RECORDATION NO. 24038-A FILED

JUL 23 '02 3-10 PM

SUPPLEMENT TO ASSIGNMENT OF LEASES

SURFACE TRANSPORTATION BOARD

This Supplement to Assignment of Leases (this "Supplement") is dated as of February 26, 2002 by and between JERRY L. SAGEHORN, an individual ("Assignor"), and BANK OF AMERICA, N.A. ("Assignee").

RECITALS:

A. Assignor and Assignee have entered into that certain Promissory Note dated December 20, 2000 in the original principal amount of \$207,000 (as the same has been or may be amended, modified or supplemented, the "Note"), pursuant to which Assignee agreed to extend credit to Assignor under the terms and provisions stated therein.

B. Assignor and Assignee have also entered into that certain Assignment of Leases dated as of December 20, 2002 (the "Assignment") granting an interest in that certain lease agreement covering certain railroad cars to Assignee.

C. Assignor and Assignee have agreed to amend the Note to increase the principal amount of the Note to \$273,099.00 and have also agreed that Assignor will grant an interest in certain additional railroad cars to Assignee.

D. Assignor and Assignee now desire to supplement the Assignment as herein set forth in order to supplement the list of leases covering railroad cars pledged to Assignee.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.1 Definitions. Capitalized terms used in this Supplement, to the extent not otherwise defined herein, shall have the same meaning as in the Assignment, as amended hereby.

ARTICLE II

Supplement to Assignment

Section 2.1 Amendment to Exhibit A. Effective as of the date hereof, Exhibit A to the Assignment is hereby supplemented by adding the railroad cars described on the attached Schedule 2.



Section 2.2 Amendment to Exhibit B. Effective as of the date hereof, Exhibit B to the Assignment is hereby supplemented by adding the leases described on the attached Schedule B-1.

Section 2.3 Amendment to Definition of Agreement. Effective as of the date hereof, the parties agree that the term "Agreement" as used in the Assignment includes the additional funds loaned to Assignor under the new Note.

ARTICLE III

Miscellaneous

Section 3.1 Representations and Warranties. Assignor hereby represents and warrants to Assignee that (i) the execution, delivery and performance of this Supplement and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite corporate action on the part of Assignor and will not violate the articles of incorporation or bylaws of Assignor, (ii) the representations and warranties contained in the Agreement and the Security Agreement, as amended hereby, and any other Loan Document are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) no Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) Assignor is in full compliance with all covenants and agreements contained in the Agreement and the Assignment, as supplemented hereby.

Section 3.2 Ratifications. Except as expressly modified and superseded by this Supplement, the terms and provisions of the Agreement, the Assignment and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. The representations and warranties contained herein and in all other Loan Documents, as amended hereby, shall be true and correct as of, and as if made on, the date hereof. Assignor and Assignee agree that the Agreement and the Assignment as amended hereby shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

Section 3.3 Reference to the Agreement. Each of the Loan Documents, including the Agreement and the Assignment and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Agreement or the Assignment as amended hereby, are hereby amended so that any reference in such Loan Documents to the Assignment shall mean a reference to the Assignment as amended hereby.

Section 3.4 Expenses of Assignee. As provided for in the Agreement, Assignor agrees to pay on demand all reasonable costs and expenses incurred by Assignee in connection with the preparation, negotiation, execution of this Supplement, and the other Loan Documents executed pursuant hereto and any and all amendments, modifications and supplements thereto including, without limitation, the reasonable costs and fees of Assignee's legal counsel, and all reasonable costs and expenses incurred by Assignee in connection with the enforcement or preservation of any rights under the Agreement, as amended hereby, or any other Loan Documents.

Section 3.5 Severability. Any provisions of this Supplement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Supplement and the effect thereof shall be confined to the provisions so held to be invalid or unenforceable.

Section 3.6 Applicable Law. This Supplement and all other Loan Documents executed pursuant hereto shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.7 Successors and Assigns. This Supplement is binding upon and shall inure to the benefit of Assignee and Assignor and their respective successors and assigns.

Section 3.8 Counterparts. This Supplement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original but all of which when taken together shall constitute one and the same instrument.

Section 3.9 Headings. The headings, captions, and arrangements used in this Supplement are for convenience only and shall not affect the interpretation of this Supplement.

Section 3.10 **NO ORAL AGREEMENTS. THIS SUPPLEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**



EXECUTED as of the day and year first above written.

ASSIGNOR:

By: *Jerry L. Sagehorn*
Jerry L. Sagehorn

ASSIGNEE:

BANK OF AMERICA, N.A.

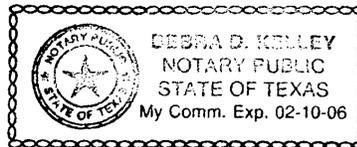
By: *Debra D. Kelley*
Debra D. Kelley
Vice President

State of Texas)
) ss:
County of Harris)

On this 26th day of February, 2002, before me personally appeared Jerry L. Sagehorn, to me personally known, who being by me duly sworn, acknowledged that the execution of the foregoing instrument was his free act and deed.

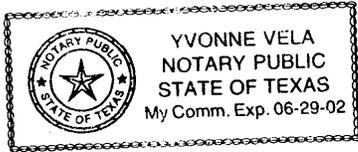
Debra D. Kelley
Signature of Notary Public

My Commission Expires:
2/10/06



State of Texas)
) ss:
County of Harris)

On this 26th day of February, 2002, before me personally appeared Debra D. Kelley, to me personally known, who being by me duly sworn, says that she is a Vice President of Bank of America, N.A., a national banking association, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Yvonne Vela-James
Signature of Notary Public

My Commission Expires:

6-29-02

SCHEDULE 2

CAR NUMBER	SPECIFICATION	LESSEE
DOWX 8181	DOT 105J400W	DOW CHEMICAL
DOWX 8192	DOT 105J400W	DOW CHEMICAL
DOWX 8203	DOT 105J400W	DOW CHEMICAL
DOWX 8214	DOT 105J400W	DOW CHEMICAL

DALLAS_136149331

SCHEDULE B-1

CAR NUMBER	SPECIFICATION	LESSEE
DOWX 8181	DOT 105J400W	DOW CHEMICAL
DOWX 8192	DOT 105J400W	DOW CHEMICAL
DOWX 8203	DOT 105J400W	DOW CHEMICAL
DOWX 8214	DOT 105J400W	DOW CHEMICAL

DALLAS 11361493311

CERTIFICATE OF TRUE COPY

I, Allen H. Harrison, Jr., a member of the Bars of the District of Columbia and the Commonwealth of Virginia, under penalty of perjury, do hereby certify that I have compared the attached document with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, I have hereto affixed my signature this 23rd day of

July, 2002

Allen H. Harrison, Jr.
Allen H. Harrison, Jr.