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OF COUNSEL:
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WILLIAM C. POTTER, II

A. J. ...
A. J. ...
A. J. ...
A. J. ...

RECORDATION NO. 24433 FILED

MAY 02 03 1-21 PM

Secretary **SURFACE TRANSPORTATION BOARD**
1925 K Street, NW
Surface Transportation Board
Washington, D.C. 20423-0001



Re: Documents for Recordation for Capitol City Metals, LLC

Dear Secretary:

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

1) **Loan Agreement.** This document is a loan agreement which is a primary document, dated April 24, 2003, by and between Capitol City Metals, LLC, an Indiana limited liability company, and Houston Locomotive Group, Inc., a Florida corporation.

2) **Security Agreement.** This document is a security agreement which is a secondary document, dated April 24, 2003, by and between Capitol City Metals, LLC, an Indiana limited liability company, and Houston Locomotive Group, Inc., a Florida corporation, which supports the Loan Agreement and is to be recorded along with the Loan Agreement.

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

Lender Capitol City Metals, LLC
2210 w. Oliver Avenue
Indianapolis, IN 46221

Borrower Houston Locomotive Group, Inc.
3400 Twin Lakes Terrace, #202
Fort Pierce, FL 34951

A description of the equipment covered by these documents is as follows:

All locomotive cars and parts and scraps therefrom as listed below, as well as all proceeds generated from the sale, lease, transfer or other conveyance of the collateral.

1) Amtrak Locomotive cars, numbers 203, 206, 207, 210, 211, 217, 233, 235, 238, 267

2) Locomotive parts, including but not limited to the following:

REGISTRATION NO. 24433

MAY 02 '03 1-21 PM

LOAN AGREEMENT

SURFACE TRANSPORTATION BOARD

This Loan Agreement (the "**Agreement**") by and between HOUSTON LOCOMOTIVE GROUP, INC. (the "**Borrower**"), a Florida corporation and CAPITOL CITY METALS, LLC (the "**Lender**"), an Indiana limited liability company, executed on the 24th day of April 2003, sets forth the terms and conditions of a loan in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000) from the Lender to the Borrower, evidenced by a Promissory Note (the "**Note**"), dated April 24th, 2003, secured by a Security Agreement, dated April 24th, 2003 (the "Security Agreement"), and guaranteed by a Guaranty Agreement, dated April 24th, 2003 (the "Guaranty", together with the Agreement, Note, and Security Agreement, the "Loan Documents").

1. **Purpose of the Loan.** This loan is being made to the Borrower solely for the purpose of purchasing ten (10) locomotive cars ("Locomotives") from National Railroad Passenger Corporation ("Amtrak") which Borrower will dismantle and sell as parts and scrap.

2. **Term of the Loan.** The term of the Loan shall be seventy-five (75) days from the date of the Note; provided, however, that upon the earlier occurrence of an Event of Default (hereinafter defined) this loan shall be terminated. Upon completion of the Term hereof (whether by expiration thereof or earlier termination as the result of an Event of Default), all obligations shall be immediately due and payable hereunder (the "Due Date").

3. **Payment and Interest.**

a. The principal and interest obligation of the Note shall be payable as follows:

Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000), representing the principal plus twelve percent (12%) interest on the Principal, shall be due and payable in full on the Due Date of this Note.

b. All principal and initial interest remaining unpaid after the Due Date shall bear interest at the rate of twelve percent (12%) per annum until paid. Interest on any outstanding balance shall be calculated on the actual number of days elapsed, using a year having three hundred sixty (360) days.

4. **Representations of the Borrower.** Borrower represents and warrants as of the date of closing of this loan (the "Closing Date") that:

a. **Organization.** Borrower has been duly organized and is validly existing and in good standing with requisite power and authority to own its properties and to transact the businesses in which it is now engaged. Borrower is duly qualified to do business and is in good standing in each jurisdiction where it is required to be so qualified in connection with its properties, businesses and operations. Borrower possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its properties and to transact the businesses in which it is now engaged, and the sole business of Borrower is the ownership dismantling and liquidation of the Locomotives.

b. Proceedings. Borrower has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the other Loan Documents. This Agreement and such other Loan Documents have been duly executed and delivered by or on behalf of Borrower and constitute legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

c. No Conflicts. The execution, delivery and performance of this Agreement and the other Loan Documents by Borrower will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance (other than pursuant to the Loan Documents) upon any of the property or assets of Borrower pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, partnership agreement, management agreement or other agreement or instrument to which Borrower is a party or by which any of Borrower's property or assets is subject, nor will such action result in any violation of the provisions of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Borrower or any of Borrower's properties or assets, and any consent, approval, authorization, order, registration or qualification of or with any court or any such regulatory authority or other governmental agency or body required for the execution, delivery and performance by Borrower of this Agreement or any other Loan Documents has been obtained and is in full force and effect.

d. Litigation. There are no actions, suits or proceedings at law or in equity by or before any governmental authority or other agency now pending or, to Borrower's knowledge, threatened against or affecting Borrower or the Property, which actions, suits or proceedings, if determined against Borrower or Borrower's property, would materially adversely affect any of, the condition (financial or otherwise) or business of Borrower or the condition or ownership of the Borrower's property.

e. Agreements. Borrower is not a party to any agreement or instrument or subject to any restriction which would materially and adversely affect Borrower or Borrower's business, properties or assets, operations or condition, financial or otherwise. Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or by which Borrower is bound. Borrower has no material financial obligation under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Borrower is a party or by which Borrower or its property is otherwise bound, other than (i) obligations incurred in the ordinary course of the Borrower's business and (ii) obligations under the Loan Documents.

f. Solvency. Borrower (a) has not entered into the transaction or executed the Note, this Agreement or any other Loan Documents with the actual intent to hinder, delay or defraud any creditor and (b) received reasonably equivalent value in exchange for its obligations under such Loan Documents. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities,

including, without limitation, subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur debt and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debt and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Except as expressly disclosed to Lender in writing, no petition in bankruptcy has been filed against Borrower or the owners of Borrower in the last seven (7) years, and neither Borrower nor its owners in the last seven (7) years has ever made an assignment for the benefit of creditors or taken advantage of any insolvency act for the benefit of debtors. Neither Borrower nor its owners are contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of Borrower's assets or property, and Borrower has no knowledge of any person contemplating the filing of any such petition against Borrower or Borrower's owners.

g. Full and Accurate Disclosure. No statement of fact made by Borrower in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no material fact presently known to Borrower which has not been disclosed to Lender which adversely affects, nor as far as Borrower can reasonably foresee, might adversely affect, the business, operations or condition (financial or otherwise) of Borrower.

h. No Plan Assets. Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101. In addition, (a) Borrower is not a "governmental plan" within the meaning of Section 3(32) of ERISA and (b) transactions by or with Borrower are not subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans similar to the provisions of Section 406 of ERISA or Section 4975 of the Code currently in effect, which prohibit or otherwise restrict the transactions contemplated by this Loan Agreement.

i. Compliance. Borrower and its property and the use thereof comply in all material respects with all applicable legal requirements. To Borrower's knowledge, Borrower is not in default or violation of any order, writ, injunction, decree or demand of any governmental authority and Borrower has received no written notice of any such default or violation.

j. Financial Information. All financial data of Borrower shared with Lender are true and accurate and accurately represent the financial condition of the Borrower. Borrower does not have any contingent liabilities, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower and reasonably likely to have a materially adverse effect on the Borrower. Since the date of any financial statements shared with Borrower, there has been no materially adverse

change in the financial condition, operations or business of Borrower from that set forth in said financial statements.

k. Federal Reserve Regulations. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any “margin stock” within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose which would be inconsistent with such Regulation U or any other Regulations of such Board of Governors, or for any purposes prohibited by legal requirements or by the terms and conditions of this Agreement or the other Loan Documents.

l. Right to Purchase Locomotives. Borrower has the right to purchase the Locomotives from Amtrak for a purchase price of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000) (the “Purchase Price”) and upon receipt by Amtrak of the Purchase Price from the proceeds of this Loan, Borrower will own all right, title and interest in and to the Locomotives, free and clear of all liens, claims, and encumbrances.

m. Enforceability. The Loan Documents are not subject to any right of rescission, set-off, counterclaim or defense by Borrower, including the defense of usury, nor would the operation of any of the terms of the Loan Documents, or the exercise of any right thereunder, render the Loan Documents unenforceable, and Borrower has not asserted any right of rescission, set-off, counterclaim or defense with respect thereto.

n. Insurance. Borrower has obtained and has delivered to Lender certified copies of all insurance policies (or certificates therefore) reflecting the insurance coverages, amounts and other requirements set forth in this Agreement. No claims have been made under any such policy, and to Borrower’s knowledge, no person, including Borrower, has done, by act or omission, anything which would impair the coverage of any such policy.

o. Contingent Liabilities. The Borrower has no known contingent liabilities which would have a material adverse effect on the Borrower.

p. Investment Company Act. The Borrower is not (1) an “investment company” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940, as amended; (2) a “holding company” or a “subsidiary company” of a “holding company” or an “affiliate” of either a “holding company” or a “subsidiary company” within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

q. Corporate Authority. It (i) is a corporation incorporated and in good standing under the laws of Florida, (ii) has the corporate and legal authority to enter into this Agreement, and (iii) will provide the Lender with (w) an officer’s certificate in the form annexed hereto as Exhibit 1, (x) Resolutions of the Borrower authorizing this loan, (y) certified copies of its Articles of Incorporation and Bylaws in existence on the Closing Date, and corporate resolutions authorizing this transaction, and (z) a certificate of good standing, all as conditions precedent to closing this Loan.

r. Electronic Transfer of Funds. It has requested that the funds evidenced under the Note be transferred electronically to Amtrak on Borrower's behalf, and that receipt of the funds by Amtrak from the Lender will bind and fully obligate the Borrower under this Agreement.

s. Survival of Representations. Borrower agrees that all of the representations and warranties of Borrower set forth herein and in the other Loan Documents shall survive for so long as any amount remains owing to Lender under the Note, this Agreement or any of the other Loan Documents. All representations, warranties, covenants and agreements made in this Agreement or in the other Loan Documents by Borrower shall be deemed to have been relied upon by Lender notwithstanding any investigation heretofore or hereafter made by Lender or on its behalf.

5. **Borrower's Covenants.** During the term of the Loan, the Borrower shall:

a. Existence. Preserve and maintain the existence of Borrower;

b. Taxes. Pay and discharge all taxes, assessments and governmental charges imposed upon Borrower, its assets or profits, provided that the Borrower shall not be required to pay any such tax, assessment, charge or claim, the payment of which is being contested in good faith and by appropriate proceedings;

c. Insurance. Keep its insurable property adequately insured at all times by financially sound and reputable insurers, against fire, flood, extended casualty and against such other risks as are customarily insured against by a prudent owner and operator of the properties and business, including but not limited to adequate insurance coverage for the property constituting the security for the Loan;

d. Properties. Keep all of its properties and assets useful or necessary in its business in good repair, working order and condition, and from time to time make or cause to be made all needful and proper repairs, renewals and replacements, so that its business may be properly and advantageously conducted at all times;

g. Compliance with Laws. Comply with, conform to and obey all material laws, ordinances, rules, regulations and all other legal requirements applicable to Borrower;

i. Notice of Claims to Lender. Give prompt written notice to Lender of any process or action taken or pending whereby a third party is asserting a material claim against Borrower or any of its assets;

j. Payment of Ongoing Obligations. Pay when due all liabilities, including trade accounts, in accordance with regular terms, except for claims contested in good faith by appropriate proceedings; and

k. Indemnity of Lender. Indemnify and hold Lender harmless from and against any and all claims, losses, damages, setoffs, counterclaims or expenses (including attorneys' fees and costs)

which Lender may sustain as a result of the transactions evidenced by this Agreement or because of the breach of or inaccuracy in any of the representations and warranties contained in this Agreement or in any other document executed in connection herewith or in any other written communication of Borrower to Lender in connection with the transactions secured hereby whether or not any such inaccuracy was known by Borrower to be incorrect.

6. **Borrower's Negative Covenants.** During the term of the loan, without the prior written consent of the Lender, the Borrowers shall not:

- a. Encumbrances. Create or permit to exist any additional mortgage, pledge, assignment, security interest or otherwise encumber any of Borrower's property securing the Loan;
- b. No Sale Provision. Sell, transfer, or otherwise convey any of the Locomotives or parts obtained therefrom or other inventory or collateral for this Loan without Lender's consent and Lender's release of Lender's lien on that collateral;
- c. Materially Adverse Condition. Permit an event to occur or condition to exist that has or would have a materially adverse effect upon the financial condition of the Borrower as determined in the sole discretion of the Lender;
- d. Change of Control Management. Permit any change in control of Borrower or change in Borrower's day-to-day management.

7. **Mutual Covenants.**

- a. Scrap Metal. Borrower agrees to first offer to sell to Lender all scrap metal obtained from the dismantling of the Locomotives for fair market value (to be mutually agreed upon at time of offer); provided, however, that Lender shall be under no obligation to purchase such scrap metal.
- b. Survival of First Offer. Borrower's obligation to first offer to Lender as described above shall survive satisfaction of the Note and termination of this Loan.

8. **Security.** The Loan and all other obligations of Borrowers to Lender, direct or indirect, contingent or absolute, now existing or hereafter arising, shall be secured by "Collateral" evidenced by a Security Agreement of even date and consisting of:

- a. A first lien on all business assets of Borrower, including, but not limited to, all inventory, equipment, and accounts receivable and proceeds and products thereof.
- b. A first lien on all Locomotives and any and all parts and scrap therefrom and proceeds and product thereof.

9. **Events of Default.** The occurrence of any one or more of the following events constitutes an **Event of Default**:

- a. Payment. Failure of the Borrower to pay the outstanding balance due under the Note in full on the Due Date.
- b. Collateral. Sale, lease, assignment, transfer or other conveyance of any of Borrower's inventory or equipment without Lender's consent.
- c. Insolvency. Borrower becomes insolvent or admits in writing his inability to pay his debts as they mature, or applies for, or consents to, or acquiesces in the appointment of the trustee for the Borrower or any property thereof; or in the absence of such application, consent, or acquiescence, a trustee is appointed for any individual Borrower or for substantial part of his property; or any bankruptcy, debt arrangement, or other proceeding under any bankruptcy or insolvency law commenced against the Borrower, or any warrant of attachment is issued against any substantial portion of the property of the Borrower;
- d. Dissolution. The dissolution of Borrower.
- e. Agreements. Any representation or warranty statement or certificate given or furnished by the Borrowers in connection with this Agreement or otherwise provided to the Loan in connection with any loans shall prove to be incorrect in any material respect as of the date as of which the representation, warranty or facts were given, stated or certified;
- f. Covenants. Default by the Borrowers in the due observance or performance of any other term, condition, or covenant under this Agreement and if such default shall be with respect to the covenants contained herein, such default shall not have been remedied within ten (10) days after the occurrence thereof; or
- g. Insecurity. The Lender reasonably deems itself insecure for any reason.
- h. Loan Document Defaults. Any default under any of the Loan Documents.

Upon any such Event of Default, in addition to any other rights and remedies which it might have, Lender may declare the Note to be immediately due and payable without notice of any kind. Upon the occurrence of any Event of Default, the unpaid balance on the Note shall bear interest at the rate of twelve percent (12%) per annum. Lender shall promptly advise the Borrower of any such declaration, but failure to do so shall not impair the effect of such declaration.

10. **Miscellaneous**.

- a. Governing Law. The laws of the State of Indiana shall govern this Agreement, and the documents executed in connection therewith.
- b. Modification and Venue. A modification, amendment, or waiver of provisions of this Agreement shall be effective when in writing and signed by the Lender. Borrower agrees that in the event legal action becomes necessary, jurisdiction and the sole appropriate venue therefor shall be the federal or state courts located in Indianapolis, Marion County, Indiana.

c. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.

d. Severability. In case any one or more of the provisions contained in the Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

e. Cumulative Rights and Remedies. This Agreement and all covenants, warranties and representations of the Borrower and all of the rights and powers of the Lender hereunder, shall be in addition to and cumulative of all other covenants, representations and warranties of the Borrower and all other rights and powers of the Lender contained in, or provided for in the Loan Documents, and any other instrument or document now or hereafter executed and delivered by the Borrower to or in favor of the Lender. The warranties, covenants and other obligations of the Borrower (and the events of default and rights and remedies of the Lender in the event thereof) that are set forth in this Agreement and the Loan Documents are intended to supplement each other. In the event of any inconsistencies in any of the terms of the Loan Documents, all terms shall be cumulative so as to give the Lender the most favorable rights set forth in the conflicting documents.

f. Waiver. Borrower and waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Loan and the Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange, or release of collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Lender may deem advisable. The Lender shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof. The Lender may exercise its right with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for the Loan. The Lender shall not be deemed to have waived any of its right upon or under the Loan or the Collateral unless such waiver is in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of any right on any further occasion. All rights and remedies of the Lender on the Loan or the Collateral whether evidenced hereby or by any other instrument or papers shall be cumulative and may be exercised singularly or concurrently.

g. **Waiver of Jury Trial.** **The Lender and Borrower, after consulting or having the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related instrument or agreement or any of the transactions contemplated by this Agreement, or any conduct, dealing, statements (whether oral or written), or actions of any of them. Neither the Lender nor Borrower shall seek to consolidate by counterclaim or otherwise any action in which a jury trial has been waived**

with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Lender or Borrower except by written instrument executed jointly by them.

h. Final Expression. This writing is intended by the Lender and Borrower as a final and exclusive expression of this Agreement with respect to such terms as are included therein and may not be contradicted by evidence of any prior agreement or contemporaneous agreement; the terms and conditions of this Agreement will survive the closing of the Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower and Lender have caused this Loan Agreement to be executed by their respective officers duly authorized as of the date first above written.

"Borrower"

HOUSTON LOCOMOTIVE GROUP, INC.,
a Florida corporation

By: 
Mark Lees, President

"Lender"

CAPITOL CITY METALS, LLC,
an Indiana limited liability company

By: 
Tim Short, General Manager

Exhibit 1

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

OFFICER'S CERTIFICATE

The undersigned is the duly elected President of HOUSTON LOCOMOTIVE GROUP, INC. (the "**Corporation**"), a Florida corporation, and, as such, is familiar with the books and records of the Corporation and the actions of the officers and directors of the Corporation. The undersigned represents and warrants that the Corporation is incorporated and in good standing under the laws of Florida and has the corporate and legal authority to enter into any and all agreements required to complete this transaction. The undersigned hereby states that attached hereto are true, correct and complete copies of the following documents:

1. The Articles of Incorporation of the Corporation, dated _____.
2. The By-Laws of the Corporation, dated _____.
3. The Resolutions of the Corporation, authorizing the Corporation to enter into this transaction and authorizing Michael Lees, as President of the Corporation to execute all necessary documents to carry out this transaction, dated _____.
4. Certificate of Good Standing issued from the Secretary of State for the State of Florida and dated _____.

As of the date hereof, all of the above documents are in full force and effect and have not been further modified, amended, or repealed.

Dated this ___ day of April, 2003.

Mark Lees, President of
Houston Locomotive Group, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Mark Lees, a duly authorized representative of Houston Locomotive Group, Inc., who acknowledged the execution of the foregoing Loan Agreement.

Witness my hand and Notarial Seal this ___ day of April, 2003.

Printed _____

My Commission expires: _____

Residing in _____ County

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Mark Lees, a duly a authorized representative of Houston Locomotive Group, Inc., who acknowledged the execution of the foregoing Loan Agreement.

Witness my hand and Notarial Seal this 24th day of April, 2003.



My Commission expires: _____

Andrea B. Cecil

Printed _____
ANDREA B. CECIL

Residing in _____
NOTARY PUBLIC, PUTNAM CO., IND
My Commission Expires April 14, 2007

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Tim Short, a duly a authorized representative of Capitol City Metals, LLC, who acknowledged the execution of the foregoing Loan Agreement.

Witness my hand and Notarial Seal this 24th day of April, 2003.



My Commission expires: _____

Andrea B. Cecil

Printed _____
ANDREA B. CECIL

Residing in _____
NOTARY PUBLIC, PUTNAM CO., IND
My Commission Expires April 14, 2007