RECORDATION NO. 22456-1 FILED

NOV 0 5 '03 2-15 PM NOV 5 2003

SURFACE TRANSPORTATION BOARD RECEIVED

Nathan Sommers Jacobs + Gorman

October 31, 2003

Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423

Re: Recordation of Security Agreement (executed in renewal, extension and modification of prior Security Agreement), original prior Security Agreement was filed under Recordation No. 22456.

To whom it may concern:

I have enclosed one (1) original and one(1) certified copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a security agreement dated as of March 15, 2002 (the "Security Agreement"), which was executed in renewal, extension and modification of, and not in discharge or novation of that certain Security Agreement dated as of September 27, 1999 (as amended), and is a secondary document.

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

Secured Party:
Southwest Bank of Texas, N.A.
Five Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:
Southwest Rail Industries, Inc.
601 South East Street
Weimar, Texas 78962

A description of the equipment covered by the Security Agreement is as follows:

(a) Three Hundred Ten (310) rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars");

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

A Professional Corporation
Attorneys and Counsellors
2800 Post Oak Boulevard | 61st Floor
Houston, Texas 77056-6102
Main: 713.960.0303

Direct: 713.892.4863 | Fax: 713.892.4800
Email: amclaughlin@nathansommers.com

(c) all of Debtor's accounts, accounts receivable, contract rights, investment securities, financial assets, general intangibles, instruments, documents, chattel paper and funds on deposit with Secured Party, whether now owned or hereafter acquired, including, without limitation, all lease receivables and note receivables, all cash, notes, drafts and acceptances arising therefrom, or other proceeds of any sale, lease or other disposition of inventory, and all proceeds (including insurance proceeds) and products thereof;

(d) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases");

(e) all rights, remedies and privileges of Debtor to enforce the Leases;

(f) all other general intangibles of Debtor arising from or relating to the Leases; and

(g) all products and proceeds thereof (including insurance proceeds).

A short summary of the Security Agreement to appear in the index is as follows:

Security Agreement dated as of March 15, 2002 between Southwest Bank of Texas, N.A., Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and Southwest Rail Industries, Inc., 601 South East Street, Weimar, Texas 78962 ("Debtor"), which was executed in renewal, extension and modification of, and not in discharge or novation of, that certain Security Agreement dated as of September 27, 1999, as amended by First Amendment to Security Agreement dated as of November 1, 1999, Second Amendment to Security Agreement dated as of February 15, 2000 and Third Amendment to Security Agreement dated as of November 1, 2001, and covering (a) Three Hundred Ten (310) rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars"); (b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; (c) all of Debtor's accounts, accounts receivable, contract rights, investment securities, financial assets, general intangibles, instruments, documents, chattel paper and funds on deposit with Secured Party, whether now owned or hereafter acquired, including, without limitation, all lease receivables and note receivables, all cash, notes, drafts and acceptances arising therefrom, or other proceeds of any sale, lease or other disposition of inventory, and all proceeds (including insurance proceeds) and products thereof; (d) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases"); (e) all rights, remedies and privileges of Debtor to enforce the Leases; (f) all other general intangibles of Debtor arising from or relating to the Leases; and (g) all products and proceeds thereof (including insurance proceeds).

A fee of $30.00 is enclosed. Please return one (1) file stamped copy to the undersigned after recording.

Sincerely,

Ana M. McLaughlin
Legal Assistant

:AMM

encl
J3251.65.wpd

DIRECT: 713.892.4863 | FAX: 713.892.4800
EMAIL: AMCLAUGHLIN@NATHANSOMMERS.COM

Exhibit "A"

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
105A500W		**Capacity- 17,000 gallons**			
	17005	11/28/1995			
	17007	2/1/1996			
	17008	2/1/1996			
	17009	2/1/1996			
	17010	2/1/1996			
	17011	2/1/1996			
	17012	2/1/1996			
	17013	2/1/1996			
	17014	2/1/1996			
	17015	2/1/1996			
	17016	2/1/1996			
	17017	2/1/1996			
	17018	2/1/1996			
	17019	2/1/1996			
	17020	2/1/1996			
	17021	2/1/1996			
	17022	2/1/1996			
	17023	2/1/1996			
	17024	2/1/1996			
	17025	2/1/1996			
	17026	2/1/1996			
	17027	2/1/1996			
	17028	2/1/1996			
	17029	2/1/1996			
	17030	2/1/1996			
	17031	2/1/1996			
	17032	2/1/1996			
	17034	2/1/1996			
	17035	2/1/1996			
	17036	2/1/1996			
	17037	2/1/1996			
	17039	2/1/1996			
	17041	2/1/1996			
	17042	2/1/1996			
105A500W		**Capacity- 17,000 gallons**			
	17043	2/1/1996			
	17044	2/1/1996			
	17053	2/1/1996			
	17054	2/1/1996			
	17055	2/1/1996			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
105J300W		**Capacity - 34,000 gallons**			
	34004	06-05-92			
	34010	08-17-92			
	34011	07-08-92			
	34012	07-08-92			
	34013	07-08-92			
	34014	11-20-92			
	34015	10-19-92			
	34016	11-20-92			
	34017	09-08-92			
	34018	07-08-92			
	34020	10-19-92			
	34060	9/14/1995			
	34063	1/24/1996			
111A100W1		**Capacity- 16,000 gallons exterior coiled insulated**			
	16101	02-24-87			
	16102	02-24-87			
	16103	02-24-87			
	16105	02-24-87			
	16106	02-24-87			
	16107	02-24-87			
	16110	3/24/1999			
	16111	3/24/1999			
	16112	3/24/1999			
	16113	3/24/1999			
	16114	3/24/1999			
	16115	3/24/1999			
	16116	3/24/1999			
111A100W1		**Capacity- 20,500 gallons interior coiled non insulated**			
	20100	3/31/2000			
	20101	3/31/2000			
	20102	3/31/2000			
	20103	3/31/2000			
111A100W1		**Capacity- 20,500 gallons non coiled. Two Compartment.**			
	20206	02-84			
	20207	02-84			
	20208	02-84			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	20209	02-84			
	20210	02-84			
111A100W1		Capacity- 20,500 gallons interior coiled			
	20512	12-30-91			
	20513	12-30-91			
	20514	12-30-91			
	20515	12-30-91			
111A100W1		Capacity- 20,500 gallons interior coiled			
	20516	12-30-91			
	20517	12-30-91			
	20518	12-30-91			
	20519	12-30-91			
	20521	12-30-91			
	20522	12-30-91			
111A100W1		Capacity- 20,600 gallons interior coiled			
	20021	1-09-02			
	20022	1-09-02			
111A100W1		Capacity- 21,000 gallons			
	37	02/01/94			
	1205	03/23/94			
	1207	03/23/94			
	1254	1/6/1997			
	1255	1/6/1997			
111A100W1		22,000 gallons insulated non coiled			
	22001	1/29/2001			
	22002	1/29/2001			
	22011	1/29/2001			
111A100W1		Capacity 23,500 gallons exterior coiled insulated			
	2300	9/3/1998			
	2301	9/3/1998			
	2303	9/3/1998			
	2304	9/3/1998			
	2311	9/3/1998			
	2314	9/3/1998			
	2317	9/3/1998			
	23530	3/31/2000			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	23531	3/31/2000			
	23532	3/31/2000			
	23533	3/31/2000			
	23534	3/31/2000			
	23535	3/31/2000			
	23536	3/31/2000			
	23537	3/31/2000			
	23538	3/31/2000			
	23539	3/31/2000			
	23540	3/31/2000			
	23541	3/31/2000			
	23542	3/31/2000			
	23543	3/31/2000			
	23544	3/31/2000			
	23549	6/9/2000			
	23550	6/9/2000			
	23551	6/9/2000			
	23552	6/9/2000			
	23553	6/9/2000			
111A100W1		**Capacity- 30,000 gallons non coiled non insulated**			
	30049	4/15/1997			
	30050	4/15/1997			
	30112	10/1/1999			
	30113	10/1/1999			
	30114	10/1/1999			
	30115	10/1/1999			
	30116	10/1/1999			
	30117	10/1/1999			
	30118	10/1/1999			
	30119	10/1/1999			
	30120	10/1/1999			
	30121	10/1/1999			
	30122	10/1/1999			
	30123	10/1/1999			
	30124	10/1/1999			
	30125	10/1/1999			
	30126	10/1/1999			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	30127	10/1/1999			
	30128	10/1/1999			
111A100W3		Capacity 20,500 gallons interior coiled non insulated			
	21524	12-30-91			
	21525	12-30-91			
111A100W3		Capacity 23,500 gallon interior coiled insulated			
	2316	9/3/1998			
	2319	9/3/1998			
	2323	9/3/1998			
	2339	4/1/1999			
	2349	4/1/1999			
	2553	1/4/1996			
	23502	9/3/1998			
	23503	9/3/1998			
	23504	9/3/1998			
	23505	9/3/1998			
111A100W3		Capacity- 23,500 gallons exterior coiled insulated			
	23506	9/3/1998			
	23507	9/3/1998			
111A100W3		Capacity- 25,500 gallons exterior coiled			
	25011	02/01/01			
	25012	02/01/01			
	25013	02/01/01			
	25014	02/01/01			
	25015	02/01/01			
	25016	02/01/01			
	25017	02/01/01			
	25018	02/01/01			
	25020	02/01/01			
	25021	7/1/1998			
211A100W1		24,000 Gallon 2 compartment exterior coiled Insulated			
	24003	2/1/2001			
	24004	2/1/2001			
	24005	2/1/2001	Actually stenciled PPRX 18		
112J340W		Capacity- 33,500 gallons			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	3200	11/10/1994			
	3204	11/30/1994			
	33501	06-21-89			
112J340W		Capacity- 34,000 gallons			
	34075	1/3/1996			
	34076	1/3/1996			
	34077	1/3/1996			
112J400W		Capacity- 30,000 gallons			
	33010	10-22-91			
112J400W		Capacity- 33,500 gallons			
	221	09-01-92			
	222	09-01-92			
	223	09-01-92			
	224	09-01-92			
	225	09-01-92			
	226	09-01-92			
	227	09-01-92			
	228	09-01-92			
	244	9/28/93			
	245	10/27/93			
	246	10/27/93			
	254	11/10/1994			
	255	11/10/1994			
	256	11/10/1994			
	33020	10-22-91			
	33030	10-22-91			
	33040	10-22-91			
	33050	10-22-91			
	33060	10-22-91			
	33090	10-22-91			
	33130	10-22-91			
	33140	10-22-91			
	33170	10-22-91			
	33180	10-22-91			
	33200	10-22-91			
	33240	10-22-91			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	33260	10-22-91			
	33270	10-22-91			
Covered Hopper Cars		**4650 Cu Ft Capacity**			
	45300	07/01/01			
	45301	07/01/01			
	45302	07/01/01			
	45303	07/01/01			
	45304	07/01/01			
	45305	07/01/01			
Covered Hopper Cars		**4650 Cu Ft Capacity**			
	45306	07/01/01			
	45307	07/01/01			
	45308	07/01/01			
	45309	07/01/01			
	45310	07/01/01			
	45311	07/01/01			
	45312	07/01/01			
	45313	07/01/01			
	45314	07/01/01			
	45315	07/01/01			
	45316	07/01/01			
	45317	07/01/01			
	45318	07/01/01			
	45319	07/01/01			
	45320	07/01/01			
	45321	07/01/01			
	45322	07/01/01			
	45323	07/01/01			
	45324	07/01/01			
	45325	07/01/01			
	45326	07/01/01			
	45327	07/01/01			
	45328	07/01/01			
	45329	07/01/01			
	45330	07/01/01			
	45331	07/01/01			
	45332	07/01/01			
	45333	07/01/01			
	45334	07/01/01			
	45335	07/01/01			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	45336	07/01/01			
	45337	07/01/01			
	45338	07/01/01			
	45339	07/01/01			
	45340	07/01/01			
	45341	07/01/01			
Covered Hopper Cars		**4650 Cu Ft Capacity**			
	45342	07/01/01			
	45343	07/01/01			
	45344	07/01/01			
	45345	07/01/01			
	45347	07/01/01			
	45348	07/01/01			
	45349	07/01/01			
	45350	07/01/01			
	45351	07/01/01			
	45352	07/01/01			
	45353	07/01/01			
	45354	07/01/01			
	45355	07/01/01			
	45356	07/01/01			
	45357	07/01/01			
	45358	07/01/01			
	45359	07/01/01			
	45360	07/01/01			
	45362	07/01/01			
	45363	07/01/01			
	45364	07/01/01			
	45365	07/01/01			
	45366	07/01/01			
	45367	07/01/01			
	45369	07/01/01			
	45370	07/01/01			
	45371	07/01/01			
	45372	07/01/01			
	45373	07/01/01			
	45374	07/01/01			
	45375	07/01/01			
	45376	07/01/01			
	45377	07/01/01			
	45378	07/01/01			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	45379	07/01/01			
	45380	07/01/01			
Covered Hopper Cars		4650 Cu Ft Capacity			
	45381	07/01/01			
	45382	07/01/01			
	45383	07/01/01			
	45384	07/01/01			
	45385	07/01/01			
	45386	07/01/01			
	45387	07/01/01			
	45388	07/01/01			
	45389	07/01/01			
	45390	07/01/01			
	45391	07/01/01			
	45392	07/01/01			
	45393	07/01/01			
	45394	07/01/01			
	45395	07/01/01			
	45396	07/01/01			
	45397	07/01/01			
	45398	07/01/01			
111A100W1		Capacity- 30,000 gallons non coiled non insulated			
	30129	9/28/2001			
	30130	9/28/2001			
	30131	9/28/2001			
	30132	9/28/2001			
	30133	9/28/2001			
112A340W		33,600 Gallon			
	33617				
	33618				
	33619				
	33620				
	33621				
	33622				
	33623				

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RECORDATION NO. 22456-D FILED
NOV 05 '03 2-15 PM
SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of March 15, 2002 (this "Agreement"), is by and between SOUTHWEST RAIL INDUSTRIES, INC., a Texas corporation (the "Debtor"), and SOUTHWEST BANK OF TEXAS, N.A., a national banking association ("Secured Party").

RECITALS:

A. Debtor and Secured Party have entered into that certain Loan Agreement dated as of November 1, 2001 (such Loan Agreement, as the same may be amended or modified from time to time, is referred to herein as the "Loan Agreement").

B. Secured Party has conditioned its obligations under the Loan Agreement upon, among other things, the execution and delivery of this Agreement by Debtor.

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

ARTICLE I

Security Interest

Section 1.01. Security Interest. Debtor hereby grants to Secured Party a security interest in the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located (such property being hereinafter sometimes called the "Collateral"):

(a) Three Hundred Ten (310) rail cars, specifically described on Exhibit "A" attached hereto (the "Railcars");

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtor's accounts, accounts receivable, contract rights, investment securities, financial assets, general intangibles, instruments, documents, chattel paper

and funds on deposit with Secured Party, whether now owned or hereafter acquired, including, without limitation, all lease receivables and note receivables, all cash, notes, drafts and acceptances arising therefrom, or other proceeds of any sale, lease or other disposition of inventory, and all proceeds (including insurance proceeds) and products thereof;

(d) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases");

(e) all rights, remedies and privileges of Debtor to enforce the Leases;

(f) all other general intangibles of Debtor arising from or relating to the Leases; and

(g) all products and proceeds thereof (including insurance proceeds).

All terms used in this Agreement that are defined in the Uniform Commercial Code as adopted in the state of Texas shall have the meanings specified in the Uniform Commercial Code as adopted by the State of Texas.

Section 1.02. Obligations. The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter sometimes called the "Obligations"):

(a) the obligations and indebtedness of Debtor to Secured Party evidenced by that certain promissory note in the original principal amount of $1,211,250.00 dated March 15, 2002, executed by Debtor and payable to the order of Secured Party ("Note-A");

(b) the obligations and indebtedness of Debtor to Secured Party evidenced by that certain promissory note in the original principal amount of $2,761,715.92 dated March 15, 2002, executed by Debtor and payable to the order of Secured Party ("Note-B");

(c) the obligations and indebtedness of Debtor to Secured Party evidenced by that certain promissory note in the original principal amount of $608,000.00 dated March 15, 2002, executed by Debtor and payable to the order of Secured Party ("Note-C" and together with Note-A and Note-B, the "Notes");

(d) the obligations and indebtedness of Debtor to Secured Party under the Loan Agreement;

(e) all future advances by Secured Party to Debtor;

(f) all costs and expenses, including, without limitation, all attorneys' fees and legal expenses, incurred by Secured Party to preserve and maintain the Collateral, collect the obligations herein described, and enforce this Agreement;

(g) all other obligations, indebtedness, and liabilities of Debtor to Secured Party, now existing or hereafter arising, regardless of whether such obligations, indebtedness, and liabilities are similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several; and

(h) all extensions, renewals, and modifications of any of the foregoing.

ARTICLE II

Representations and Warranties

To induce Secured Party to enter into this Agreement and the Loan Agreement, Debtor represents and warrants to Secured Party that:

Section 2.01. Title. Except for the security interest granted herein, Debtor owns, and with respect to Collateral acquired after the date hereof Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance.

Section 2.02. Financing Statements. No financing statement, security agreement, or other lien or security instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of Secured Party.

Section 2.03. No Consent. The approval and authorization of the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, the Interstate Commerce Commission or any other entity is not needed for the execution, delivery, and performance of this Agreement and the other Loan Documents to which Debtor is a party.

Section 2.04. Jurisdiction of Organization; Legal Name. Debtor is a Texas corporation. Debtor's legal name set forth in its Articles of Incorporation filed with the Texas Secretary of State, as amended to date, and its organization number, respectively are: Southwest Rail Industries, Inc. and 1497673-0.

Section 2.05. Principal Place of Business. The principal place of business and chief executive office of Debtor, and the office where Debtor keeps its books and records, is located at the address of Debtor listed in the Loan Agreement.

Section 2.06. Lease. The Leases are in full force and effect, and no default exists under any Lease.

ARTICLE III

Covenants

Debtor covenants and agrees with Secured Party that until the Obligations are paid and performed in full:

Section 3.01. Maintenance. Debtor shall maintain the Collateral in good operating condition and repair and shall not permit any waste or destruction of the Collateral or any part thereof. Debtor shall not use or permit the Collateral to be used in violation of any law or inconsistently with the terms of any policy of insurance. Debtor shall not use or permit the Collateral to be used in any manner or for any purpose that would impair the value of the Collateral or expose the Collateral to unusual risk.

Section 3.02. Encumbrances. Debtor shall not create, permit, or suffer to exist, and shall defend the Collateral against any lien, security interest, or other encumbrance on the Collateral except the security interest of Secured Party hereunder, and shall defend Debtor's rights in the Collateral and Secured Party's security interest in the Collateral against the claims of all persons and entities.

Section 3.03. Modification of Collateral; Leases. Debtor shall do nothing to impair the rights of Secured Party in the Collateral. Debtor shall not modify the Collateral. Debtor shall not grant any extension of time for any payment with respect to the Collateral, or release in whole or in part any person or entity liable for payment with respect to the Collateral, or allow any credit or discount for payment with respect to the Collateral other than normal trade discounts granted in the ordinary course of business. Debtor shall maintain the Leases in full force and effect. Debtor shall perform its obligations under the Leases and shall use its best and diligent efforts to enforce performance of the lessees under the Leases.

Section 3.04. Disposition of Collateral. Debtor shall not sell, lease, or otherwise dispose of the Collateral or any part thereof, except for leasing of the Collateral in the ordinary course of business.

Section 3.05. Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, the execution and filing of such financing statements as Secured Party may require. A carbon,

photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement.

Section 3.06. Risk of Loss; Insurance. Debtor shall be responsible for any loss of or damage to the Collateral. Debtor shall maintain, with financially sound and reputable companies, insurance policies (a) insuring the Collateral against loss by fire, explosion, and such other risks and casualties as are customarily insured against by companies engaged in the same or a similar business, and (b) insuring Debtor and Secured Party against liability for personal injury and property damage relating to the Collateral, such policies to be in such amounts and covering such risks as are customarily insured against by companies engaged in the same or a similar business, with losses payable to Debtor and Secured Party as their respective interests may appear. All insurance with respect to the Collateral shall provide that no cancellation, reduction in amount, or change in coverage thereof shall be effective unless Secured Party has received thirty (30) days prior written notice thereof.

Section 3.07. Inspection Rights. Debtor shall permit Secured Party and its representatives to examine or inspect the Collateral wherever located and to examine, inspect, and copy Debtor's books and records at any reasonable time and as often as Secured Party may desire.

Section 3.08. Notification. Debtor shall promptly notify Secured Party of (a) any lien, security interest, encumbrance, or claim made or threatened against the Collateral, (b) any material change in the Collateral, including, without limitation, any material damage to or loss of the Collateral, and (c) any investigation, action or complaint filed by or with the Surface Transportation Board or the Association of American Railroads.

Section 3.09. Organizational Changes. Debtor shall not, without the prior written consent of Secured Party, change its name, identity, organizational structure or state of organization (including, without limitation, through any merger or reorganization). Debtor shall not do business under any trade name, unless such trade name has been disclosed to Secured Party and a financing statement satisfactory to Secured Party has been filed in favor of Secured Party. Debtor shall not change its principal place of business, chief executive office, or the place where it keeps its books and records unless it shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement.

Section 3.10. Compliance with Laws. Debtor shall comply with 49 USCS §§ 10101 et seq., and all applicable laws, rules, regulations, and orders of any court or governmental authority, including but not limited to the Surface Transportation Board of the Department of Transportation, or the Association of American Railroads.

ARTICLE IV

Rights of Secured Party

Section 4.01. Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of Debtor or in its own name, upon the occurrence of an Event of Default, to take any and all action and to execute any and all documents and instruments which Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right on behalf of Debtor and in its own name to do any of the following, without notice to or the consent of Debtor:

(a) to demand, sue for, collect, or receive in the name of Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;

(b) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral;

(c) to send requests for verification to account debtors and other obligors;

(d) to notify post office authorities to change the address for delivery of mail of Debtor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Debtor; and

(e) (i) to direct lessees and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (ii) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral; (iv) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering any of the Collateral; and (v) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts

and things which Secured Party deems necessary to protect, preserve, or realize upon the Collateral and Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on Secured Party solely to protect, preserve, and realize upon its security interest in the Collateral. Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

Section 4.02. Performance by Secured Party. If Debtor fails to perform or comply with any of its agreements contained herein, Secured Party itself may, at its sole discretion, cause or attempt to cause performance or compliance with such agreement and the expenses of Secured Party, together with interest thereon at the maximum nonusurious per annum rate permitted by applicable law, shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured by this Agreement. Notwithstanding the foregoing, it is expressly agreed that Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

Section 4.03. Assignment by Secured Party. Secured Party may from time to time assign the Obligations and any portion thereof or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of Secured Party under this Agreement in relation thereto.

ARTICLE V

Default

Section 5.01. Events of Default. The term "Event of Default" shall mean an Event of Default as defined in the Loan Agreement.

Section 5.02. Rights and Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies:

(a) Secured Party may declare the Obligations or any part thereof immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to

demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor; provided, however, that upon the occurrence of an Event of Default under Section 12.1(d) or Section 12.1(e) of the Loan Agreement, the Obligations shall become immediately due and payable without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor.

(b) In addition to all other rights and remedies granted to Secured Party in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas. Without limiting the generality of the foregoing, Secured Party may (i) without demand or notice to Debtor, collect, receive, or take possession of the Collateral or any part thereof and for that purpose Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (ii) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at Secured Party's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at any place designated by Secured Party that is reasonably convenient to Debtor and Secured Party. Debtor agrees that Secured Party shall not be obligated to give more than five (5) days written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Debtor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other costs and expenses incurred by Secured Party in connection with the collection of the Obligations and the enforcement of Secured Party's rights under this Agreement. Secured Party may apply the Collateral against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligations in full. Debtor waives all rights of marshalling in respect of the Collateral.

(c) Secured Party may cause any or all of the Collateral held by it to be transferred into the name of Secured Party or the name or names of Secured Party's nominee or nominees.

(d) Secured Party reserves all rights and remedies available to Secured Party under 49 USCS §§ 10101 et seq, and all other rights and remedies available to Secured Party through the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, and any other governmental authority having jurisdiction over the Collateral.

ARTICLE VI

Miscellaneous

Section 6.01. No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

Section 6.02. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors, and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

Section 6.03. Amendment. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the Parties hereto.

Section 6.04. Notices. All notices and other communications provided for in this Agreement shall be given as provided in the Loan Agreement.

Section 6.05. Applicable Law; Venue; Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Agreement has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas. The venue of, and provisions regarding service of process in connection with any action or proceeding hereunder shall be determined as provided in the Loan Agreement.

Section 6.06. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 6.07. Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.09. Waiver of Bond. In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

Section 6.10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.11. Obligations Absolute. The obligations of Debtor under this Agreement shall be absolute and unconditional and, except upon payment and performance of the Obligations in full, shall not be released, discharged, reduced, or in any way impaired by any circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations. Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

Section 6.12. Renewal, Extension and Modification of Prior Security Agreements. In connection with the indebtedness evidenced by the Notes, Debtor and Secured Party have entered into (a) that certain Security Agreement dated September 27, 1999, as amended and (b) that certain Security Agreement dated January 16, 2001, (collectively the "Prior Agreements"). The security interests created by this Agreement are in renewal, extension and modification of, and not in discharge or novation of the security interests created by the Prior Agreements.

Section 6.13. **ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

SOUTHWEST RAIL INDUSTRIES, INC.

By: _____
Robert R. Huette
President

SECURED PARTY:

SOUTHWEST BANK OF TEXAS, N.A.

By: _____
Carmen Dunmire
Senior Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 3rd day of April, 2002, this instrument was acknowledged before me by Robert R. Huette, President of Southwest Rail Industries, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NANCY BITTNER
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 04-26-2002

Nancy Bittner
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 3rd day of April, 2002, this instrument was acknowledged before me by Carmen Dunmire as Senior Vice President of Southwest Bank of Texas, N.A., a national association, on behalf of such association, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

ROSALIE M BONURA
Notary Public State of Texas
My Commission Expires
APRIL 19 2005

Rosalie M Bonura
Notary Public, State of Texas

Exhibit "A"

Railcars

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
105A500W		**Capacity- 17,000 gallons**			
	17005	11/28/1995			
	17007	2/1/1996			
	17008	2/1/1996			
	17009	2/1/1996			
	17010	2/1/1996			
	17011	2/1/1996			
	17012	2/1/1996			
	17013	2/1/1996			
	17014	2/1/1996			
	17015	2/1/1996			
	17016	2/1/1996			
	17017	2/1/1996			
	17018	2/1/1996			
	17019	2/1/1996			
	17020	2/1/1996			
	17021	2/1/1996			
	17022	2/1/1996			
	17023	2/1/1996			
	17024	2/1/1996			
	17025	2/1/1996			
	17026	2/1/1996			
	17027	2/1/1996			
	17028	2/1/1996			
	17029	2/1/1996			
	17030	2/1/1996			
	17031	2/1/1996			
	17032	2/1/1996			
	17034	2/1/1996			
	17035	2/1/1996			
	17036	2/1/1996			
	17037	2/1/1996			
	17039	2/1/1996			
	17041	2/1/1996			
	17042	2/1/1996			
105A500W		**Capacity- 17,000 gallons**			
	17043	2/1/1996			
	17044	2/1/1996			
	17053	2/1/1996			
	17054	2/1/1996			
	17055	2/1/1996			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
105J300W		**Capacity - 34,000 gallons**			
	34004	06-05-92			
	34010	08-17-92			
	34011	07-08-92			
	34012	07-08-92			
	34013	07-08-92			
	34014	11-20-92			
	34015	10-19-92			
	34016	11-20-92			
	34017	09-08-92			
	34018	07-08-92			
	34020	10-19-92			
	34060	9/14/1995			
	34063	1/24/1996			
111A100W1		**Capacity- 16,000 gallons exterior coiled insulated**			
	16101	02-24-87			
	16102	02-24-87			
	16103	02-24-87			
	16105	02-24-87			
	16106	02-24-87			
	16107	02-24-87			
	16110	3/24/1999			
	16111	3/24/1999			
	16112	3/24/1999			
	16113	3/24/1999			
	16114	3/24/1999			
	16115	3/24/1999			
	16116	3/24/1999			
111A100W1		**Capacity- 20,500 gallons interior coiled non insulated**			
	20100	3/31/2000			
	20101	3/31/2000			
	20102	3/31/2000			
	20103	3/31/2000			
111A100W1		**Capacity- 20,500 gallons non coiled. Two Compartment.**			
	20206	02-84			
	20207	02-84			
	20208	02-84			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	20209	02-84			
	20210	02-84			
111A100W1		**Capacity- 20,500 gallons interior coiled**			
	20512	12-30-91			
	20513	12-30-91			
	20514	12-30-91			
	20515	12-30-91			
111A100W1		**Capacity- 20,500 gallons interior coiled**			
	20516	12-30-91			
	20517	12-30-91			
	20518	12-30-91			
	20519	12-30-91			
	20521	12-30-91			
	20522	12-30-91			
111A100W1		**Capacity- 20,600 gallons interior coiled**			
	20021	1-09-02			
	20022	1-09-02			
111A100W1		**Capacity- 21,000 gallons**			
	37	02/01/94			
	1205	03/23/94			
	1207	03/23/94			
	1254	1/6/1997			
	1255	1/6/1997			
111A100W1		**22,000 gallons insulated non coiled**			
	22001	1/29/2001			
	22002	1/29/2001			
	22011	1/29/2001			
111A100W1		**Capacity 23,500 gallons exterior coiled insulated**			
	2300	9/3/1998			
	2301	9/3/1998			
	2303	9/3/1998			
	2304	9/3/1998			
	2311	9/3/1998			
	2314	9/3/1998			
	2317	9/3/1998			
	23530	3/31/2000			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	23531	3/31/2000			
	23532	3/31/2000			
	23533	3/31/2000			
	23534	3/31/2000			
	23535	3/31/2000			
	23536	3/31/2000			
	23537	3/31/2000			
	23538	3/31/2000			
	23539	3/31/2000			
	23540	3/31/2000			
	23541	3/31/2000			
	23542	3/31/2000			
	23543	3/31/2000			
	23544	3/31/2000			
	23549	6/9/2000			
	23550	6/9/2000			
	23551	6/9/2000			
	23552	6/9/2000			
	23553	6/9/2000			
111A100W1		**Capacity- 30,000 gallons non coiled non insulated**			
	30049	4/15/1997			
	30050	4/15/1997			
	30112	10/1/1999			
	30113	10/1/1999			
	30114	10/1/1999			
	30115	10/1/1999			
	30116	10/1/1999			
	30117	10/1/1999			
	30118	10/1/1999			
	30119	10/1/1999			
	30120	10/1/1999			
	30121	10/1/1999			
	30122	10/1/1999			
	30123	10/1/1999			
	30124	10/1/1999			
	30125	10/1/1999			
	30126	10/1/1999			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	30127	10/1/1999			
	30128	10/1/1999			
111A100W3		**Capacity 20,500 gallons interior coiled non insulated**			
	21524	12-30-91			
	21525	12-30-91			
111A100W3		**Capacity 23,500 gallon interior coiled insulated**			
	2316	9/3/1998			
	2319	9/3/1998			
	2323	9/3/1998			
	2339	4/1/1999			
	2349	4/1/1999			
	2553	1/4/1996			
	23502	9/3/1998			
	23503	9/3/1998			
	23504	9/3/1998			
	23505	9/3/1998			
111A100W3		**Capacity- 23,500 gallons exterior coiled insulated**			
	23506	9/3/1998			
	23507	9/3/1998			
111A100W3		**Capacity- 25,500 gallons exterior coiled**			
	25011	02/01/01			
	25012	02/01/01			
	25013	02/01/01			
	25014	02/01/01			
	25015	02/01/01			
	25016	02/01/01			
	25017	02/01/01			
	25018	02/01/01			
	25020	02/01/01			
	25021	7/1/1998			
211A100W1		**24,000 Gallon 2 compartment exterior coiled Insulated**			
	24003	2/1/2001			
	24004	2/1/2001			
	24005	2/1/2001	Actually stenciled PPRX 18		
112J340W		**Capacity- 33,500 gallons**			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	3200	11/10/1994			
	3204	11/30/1994			
	33501	06-21-89			
112J340W		**Capacity- 34,000 gallons**			
	34075	1/3/1996			
	34076	1/3/1996			
	34077	1/3/1996			
112J400W		**Capacity- 30,000 gallons**			
	33010	10-22-91			
112J400W		**Capacity- 33,500 gallons**			
	221	09-01-92			
	222	09-01-92			
	223	09-01-92			
	224	09-01-92			
	225	09-01-92			
	226	09-01-92			
	227	09-01-92			
	228	09-01-92			
	244	9/28/93			
	245	10/27/93			
	246	10/27/93			
	254	11/10/1994			
	255	11/10/1994			
	256	11/10/1994			
	33020	10-22-91			
	33030	10-22-91			
	33040	10-22-91			
	33050	10-22-91			
	33060	10-22-91			
	33090	10-22-91			
	33130	10-22-91			
	33140	10-22-91			
	33170	10-22-91			
	33180	10-22-91			
	33200	10-22-91			
	33240	10-22-91			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	33260	10-22-91			
	33270	10-22-91			
Covered Hopper Cars		4650 Cu Ft Capacity			
	45300	07/01/01			
	45301	07/01/01			
	45302	07/01/01			
	45303	07/01/01			
	45304	07/01/01			
	45305	07/01/01			
Covered Hopper Cars		4650 Cu Ft Capacity			
	45306	07/01/01			
	45307	07/01/01			
	45308	07/01/01			
	45309	07/01/01			
	45310	07/01/01			
	45311	07/01/01			
	45312	07/01/01			
	45313	07/01/01			
	45314	07/01/01			
	45315	07/01/01			
	45316	07/01/01			
	45317	07/01/01			
	45318	07/01/01			
	45319	07/01/01			
	45320	07/01/01			
	45321	07/01/01			
	45322	07/01/01			
	45323	07/01/01			
	45324	07/01/01			
	45325	07/01/01			
	45326	07/01/01			
	45327	07/01/01			
	45328	07/01/01			
	45329	07/01/01			
	45330	07/01/01			
	45331	07/01/01			
	45332	07/01/01			
	45333	07/01/01			
	45334	07/01/01			
	45335	07/01/01			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	45336	07/01/01			
	45337	07/01/01			
	45338	07/01/01			
	45339	07/01/01			
	45340	07/01/01			
	45341	07/01/01			
Covered Hopper Cars		**4650 Cu Ft Capacity**			
	45342	07/01/01			
	45343	07/01/01			
	45344	07/01/01			
	45345	07/01/01			
	45347	07/01/01			
	45348	07/01/01			
	45349	07/01/01			
	45350	07/01/01			
	45351	07/01/01			
	45352	07/01/01			
	45353	07/01/01			
	45354	07/01/01			
	45355	07/01/01			
	45356	07/01/01			
	45357	07/01/01			
	45358	07/01/01			
	45359	07/01/01			
	45360	07/01/01			
	45362	07/01/01			
	45363	07/01/01			
	45364	07/01/01			
	45365	07/01/01			
	45366	07/01/01			
	45367	07/01/01			
	45369	07/01/01			
	45370	07/01/01			
	45371	07/01/01			
	45372	07/01/01			
	45373	07/01/01			
	45374	07/01/01			
	45375	07/01/01			
	45376	07/01/01			
	45377	07/01/01			
	45378	07/01/01			

SOUTHWEST RAIL INDUSTRIES, INC.
Cars with Southwest Bank of TX
3-11-02

	Car Num	Date Purchased			
	45379	07/01/01			
	45380	07/01/01			
Covered Hopper Cars		**4650 Cu Ft Capacity**			
	45381	07/01/01			
	45382	07/01/01			
	45383	07/01/01			
	45384	07/01/01			
	45385	07/01/01			
	45386	07/01/01			
	45387	07/01/01			
	45388	07/01/01			
	45389	07/01/01			
	45390	07/01/01			
	45391	07/01/01			
	45392	07/01/01			
	45393	07/01/01			
	45394	07/01/01			
	45395	07/01/01			
	45396	07/01/01			
	45397	07/01/01			
	45398	07/01/01			
111A100W1		**Capacity- 30,000 gallons non coiled non insulated**			
	30129	9/28/2001			
	30130	9/28/2001			
	30131	9/28/2001			
	30132	9/28/2001			
	30133	9/28/2001			
112A340W		**33,600 Gallon**			
	33617				
	33618				
	33619				
	33620				
	33621				
	33622				
	33623				