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*BOARD CERTIFIED
TEXAS BOARD OF LEGAL SPECIALIZATION

JENKINS GARRETT
OF COUNSEL

April 6, 2004



VIA FEDERAL EXPRESS

Vernon A. Williams
Secretary, Surface Transportation Board
1925 K Street NW
Room 714
Washington, D.C., 20423

RE: Filing of Security Agreement between Bank One, NA (main office Chicago, Illinois), Secured Party, and Global One Financial Services, L.P., Debtor

Dear Secretary Williams:

This firm represents Bank One, NA. I have enclosed for recordation an original and one counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a security agreement, a primary document, which has never been recorded, dated April 2, 2004.

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

Secured Party: Bank One, NA
1301 South Bowen Road
Suite 150
Arlington, Texas 76013

Debtor: Global One Financial Services, L.P.
3340 Camp Bowie Boulevard
Fort Worth, Texas 76107

RECORDATION NO. 24904 FILED

APR 6 2004 10:30 AM

SURFACE TRANSPORTATION BOARD

April 6, 2004
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A description of the railroad equipment covered by the document follows:

410 Aluminum BETHGON COALPORTER railroad cars – Specification X-93095, as more particularly identified on Exhibit A, attached hereto and incorporated herein by this reference, and Debtor's leasehold interest therein pursuant to a lease between Debtor, as lessor, and Ohio Valley Electric Corporation, as lessee.

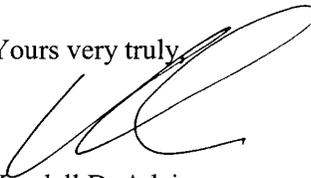
A fee of \$30.00 is enclosed. Please return the original, any extra copies not needed by the Board for recordation, and a file stamped copy as to recording to the following:

Harris, Finley & Bogle
Attn: Becky Hoffman
777 Main Street
Suite 3600
Fort Worth, Texas, 76107

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

Security Agreement between Bank One, NA, Secured Party, 1301 South Bowen Road, Arlington, Texas 76013 and Global One Financial Services, L.P., Debtor, 3340 Camp Bowie Boulevard, Fort Worth, Texas 76107 dated April 2, 2004, covering 410 Aluminum BETHGON COALPORTER railroad cars – Specification X-93095, and Debtor's leasehold interest therein. The 410 railroad cars are assigned serial numbers between OVEX 6001 and OVEX 6500, and the lease is between Debtor, as lessor, and Ohio Valley Electric Corporation, as lessee.

Yours very truly,



Kendall D. Adair
Attorney for Bank One, NA

KDA/si

127735.1

Exhibit A

Railcars Description

Car Mark: OVEX

Car Numbers:

6001	6066	6118	6165	6215	6264	6315	6360	6409	6457
6003	6070	6119	6166	6216	6265	6316	6361	6410	6459
6004	6071	6120	6167	6218	6267	6317	6363	6411	6460
6005	6072	6121	6168	6220	6268	6318	6364	6412	6461
6006	6073	6122	6169	6221	6269	6319	6365	6413	6462
6007	6075	6123	6170	6222	6270	6320	6366	6415	6463
6008	6078	6124	6171	6223	6271	6321	6369	6416	6465
6009	6080	6125	6172	6224	6272	6322	6370	6417	6466
6010	6081	6126	6173	6225	6273	6323	6371	6418	6467
6011	6083	6127	6174	6227	6274	6324	6372	6419	6468
6012	6084	6128	6175	6228	6276	6326	6373	6422	6469
6014	6085	6129	6176	6229	6276	6327	6374	6423	6470
6015	6086	6130	6178	6230	6278	6328	6375	6424	6471
6016	6087	6131	6179	6231	6280	6329	6376	6425	6472
6017	6088	6132	6182	6232	6281	6330	6377	6426	6473
6022	6089	6133	6183	6233	6282	6331	6378	6427	6474
6027	6090	6135	6184	6234	6283	6332	6379	6428	6475
6028	6091	6136	6185	6236	6285	6333	6382	6429	6476
6029	6092	6137	6186	6237	6286	6334	6383	6430	6477
6030	6094	6139	6189	6238	6287	6335	6384	6431	6478
6032	6095	6140	6190	6239	6288	6336	6385	6432	6479
6033	6096	6142	6191	6240	6289	6337	6386	6434	6480
6034	6098	6143	6193	6241	6290	6338	6387	6436	6481
6039	6099	6144	6194	6243	6291	6339	6388	6436	6483
6041	6101	6145	6195	6245	6293	6340	6389	6437	6484
6044	6102	6146	6197	6246	6294	6341	6391	6438	6485
6046	6103	6147	6198	6247	6295	6342	6392	6439	6486
6047	6104	6148	6199	6248	6297	6343	6393	6440	6487
6048	6105	6149	6200	6249	6299	6344	6394	6441	6488
6051	6106	6150	6201	6250	6300	6345	6395	6442	6489
6052	6107	6151	6202	6251	6301	6346	6396	6443	6490
6054	6108	6152	6203	6252	6302	6347	6397	6444	6491
6056	6109	6153	6205	6253	6303	6348	6400	6446	6492
6057	6110	6154	6206	6254	6304	6350	6401	6448	6493
6058	6111	6155	6207	6255	6307	6351	6402	6449	6494
6059	6112	6156	6208	6256	6308	6352	6403	6450	6495
6060	6113	6158	6209	6257	6310	6353	6404	6451	6496
6061	6114	6159	6210	6258	6311	6356	6405	6453	6497
6062	6115	6160	6211	6260	6312	6357	6406	6454	6498
6063	6116	6161	6212	6262	6313	6358	6407	6455	6499
6065	6117	6163	6213	6263	6314	6359	6408	6456	6500

APR 06 '04 10:30 AM

SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS SECURITY AGREEMENT ("**Agreement**") is made as of the 2nd day of April, 2004, by GLOBAL ONE FINANCIAL SERVICES, L.P., a Texas limited partnership (hereinafter called "**Debtor**", whether one or more), in favor of BANK ONE, NA (main office Chicago, Illinois) ("**Bank**"). Debtor hereby agrees with Bank as follows:

1. Security Interest. AS SECURITY FOR THE INDEBTEDNESS, DEBTOR, FOR VALUE RECEIVED, HEREBY GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN THE COLLATERAL (all capitalized terms used in the foregoing sentence are defined as set forth below).

2. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "**Borrower**" shall mean Debtor.

(b) The term "**Code**" shall mean the Uniform Commercial Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(c) The term "**Collateral**" shall mean all of the property set forth below:

(X) **The 410 aluminum Bethgon Coalporter Railcars (the "**Railcars**") more particularly described on Exhibit A attached hereto and incorporated herein by this reference.**

(X) **Debtor's leasehold interest, as lessor, under that one certain Railroad Car Net Lease Agreement (the "**Railcar Lease**") dated March 31, 2004, by and between Debtor, as lessor, and Ohio Valley Electric Corporation ("**OVEC**"), as lessee, covering the Railcars, and all rights accruing to Debtor under the Railcar Lease.**

(X) All present and future accounts, chattel paper, documents, instruments, deposit accounts and general intangibles (including any right to payment for goods sold or services rendered arising out of the sale or delivery of personal property or work done or labor performed by Debtor), now or hereafter owned, held, or acquired by Debtor, together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods, to the extent the Railcars or the Railcar Lease, or any interest therein, may be classified as any of the foregoing or to the extent any of the foregoing matters relate to, arise out of, or are otherwise associated with the Railcars or the Railcar Lease.

(X) All present and hereafter acquired inventory (including without limitation, all raw materials, work in process and finished goods) held, possessed, owned, held on consignment, or held for sale, lease, return or to be furnished under contracts of services, in whole

or in part, by Debtor wherever located, all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), to the extent the Railcars or the Railcar Lease, or any interest therein, may be classified as any of the foregoing or to the extent any of the foregoing relate to, arise out of, or are otherwise associated with the Railcars or the Railcar Lease.

(X) All equipment and fixtures of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), to the extent the Railcars or the Railcar Lease, or any interest therein, may be classified as any of the foregoing or to the extent any of the foregoing relate to, arise out of, or are otherwise associated with the Railcars or the Railcar Lease.

The term Collateral, as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party (as hereinafter defined). The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property.

(d) The term "Indebtedness" shall mean (i) all indebtedness, obligations, and liabilities of Borrower to Secured Party of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, and regardless of whether such indebtedness, obligations, and liabilities may, prior to their acquisition by Secured Party, be or have been payable to or in favor of a third party and subsequently acquired by Secured Party (it being contemplated that Secured Party may make such acquisitions from third parties), including without limitation all indebtedness, obligations, and liabilities of Borrower to Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement, Rate Management Transaction (as defined elsewhere in the Loan Documents), or otherwise; (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above; (iii) all obligations of Borrower to Secured Party under any documents evidencing, securing, governing, or pertaining to all or any part of the indebtedness described in (i) and (ii) above; (iv) all reasonable costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii), and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys fees; and (v) all renewals, extensions, modifications, and rearrangements of the indebtedness and obligations described in (i), (ii), (iii), and (iv) above.

(e) The term "Loan Documents" shall mean all instruments and documents evidencing, securing, governing, guaranteeing, or pertaining to the Indebtedness. The Loan Documents contain covenants, representations, and warranties of Debtor which are in addition to those set forth herein.

(f) The term “Obligated Party” shall mean any party other than Borrower who secures, guarantees and/or is otherwise obligated to pay all or any portion of the Indebtedness.

(g) The term “Secured Party” shall mean Bank, its successors and assigns, including without limitation, any party to whom Bank, or its successors or assigns, may assign its rights and interests under this Agreement.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code.

3. Representations and Warranties. Debtor hereby represents and warrants the following to Secured Party:

(a) Due Authorization. The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, or by all necessary partnership action, to the extent Debtor is a partnership.

(b) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors’ rights and except to the extent specific remedies may generally be limited by equitable principles.

(c) Ownership and Liens. Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the subordinate interest of OVEC, as lessee, under the Railcar Lease. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party.

(d) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws or partnership agreement, as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights

and remedies hereunder.

(e) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. Possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

(f) Office Location. Debtor's residence or chief executive office, as the case may be, and the office where the records concerning the Collateral are kept is located at its address set forth on the signature page hereof.

(g) Collateral Location. The nature of that portion of the Collateral that is the Railcars is such that its location will change from time to time. The Loan Documents require Debtor to notify Secured Party periodically of the location of the Railcars. All other Collateral shall be located at the offices of Debtor unless pledged and delivered to Lender.

(h) Solvency of Debtor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement, (i) Debtor is and will be solvent, (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent), (iii) Debtor is paying and will continue to be able to pay its debts as they mature, and (iv) if Debtor is not an individual, Debtor has and will have sufficient capital to carry on Debtor's businesses and all businesses in which Debtor is about to engage.

(i) Compliance with Environmental Laws. Except as disclosed in writing to Secured Party: (i) Debtor is conducting Debtor's businesses in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions, including without limitation, those pertaining to health or environmental matters such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (collectively, together with any subsequent amendments, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous Substance Waste Amendments of 1984 (collectively, together with any subsequent amendments, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act; (ii) none of the operations of Debtor is the subject of a federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release or disposal of any toxic or hazardous substance or solid waste into the environment; (iii) Debtor has not filed any notice under any federal, state or local law indicating that Debtor is responsible for the release into the environment, the disposal on any premises in which Debtor is conducting its businesses or the improper storage, of any material amount of any toxic or hazardous substance or solid waste or that any such toxic or hazardous substance or solid waste has been released, disposed of or is improperly stored, upon any premise on which Debtor is conducting its

businesses; and (iv) Debtor otherwise does not have any known material contingent liability in connection with the release into the environment, disposal or the improper storage, of any such toxic or hazardous substance or solid waste. The terms “hazardous substance” and “release”, as used herein, shall have the meanings specified in CERCLA, and the terms “solid waste” and “disposal”, as used herein, shall have the meanings specified in RCRA; provided, however, that to the extent that the laws of the State of Texas establish meanings for such terms which are broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

(j) Inventory. To the extent that any portion of the Collateral constitutes inventory, the security interest in the inventory shall continue through all stages of manufacture and shall, without further action, attach to the accounts or other proceeds resulting from the sale or other disposition thereof and to all such inventory as may be returned to Debtor by its account debtors.

(k) Accounts. To the extent that any portion of the Collateral constitutes accounts, each account represents the valid and legally binding indebtedness of a bona fide account debtor arising from the sale or lease by Debtor of goods or the rendition by Debtor of services and is not subject to contra accounts, setoffs, defenses or counterclaims by or available to account debtors obligated on the accounts except as disclosed by Debtor to Secured Party from time to time in writing. The amount shown as to each account on Debtor’s books is the true and undisputed amount owing and unpaid thereon, subject only to discounts, allowances, rebates, credits and adjustments to which the account debtor has a right and which have been disclosed to Secured Party in writing.

(l) Chattel Paper, Documents and Instruments. To the extent that any portion of the Collateral constitutes chattel paper, documents, or instruments, the chattel paper, documents and instruments of Debtor pledged hereunder have only one original counterpart and no party other than Debtor or Secured Party is in actual or constructive possession of any such chattel paper, documents or instruments.

4. Affirmative Covenants. Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) Ownership and Liens. Debtor will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the subordinate interest of OVEC, as lessee, under the Railcar Lease, expressly permitted by the other Loan Documents. Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Debtor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party. Debtor will defend at its expense Secured Party’s right, title and security interest in and to the Collateral against the claims of any third party.

(b) Further Assurances. Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest

created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto; and (B) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Bank.

(c) Inspection of Collateral. Debtor will inspect the Collateral, or cause it to be inspected, as set forth in the other Loan Documents, and keep adequate records concerning the Collateral. If requested by Secured Party, Debtor will permit Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(d) Payment of Taxes. Debtor (i) will timely pay, or cause OVEC to pay, all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will timely pay, or cause OVEC to pay, all lawful claims which, if unpaid, might become a lien or charge upon the Collateral or any part thereof, and (iii) following any event of default under the Loan Documents, will, if required by Secured Party, maintain appropriate accruals and reserves for all such liabilities in a timely fashion. Notwithstanding any other provision contained in this Subsection, Secured Party may at its discretion exercise its rights under Subsection 6(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) Mortgagee's and Landlord's Waivers. If requested by Lender, Debtor shall cause each mortgagee of real property owned by Debtor and each landlord of real property leased by Debtor to execute and deliver agreements satisfactory in form and substance to Secured Party by which such mortgagee or landlord waives or subordinates any rights it may have in the Collateral.

(f) Condition of Collateral. Debtor will, or will cause OVEC to, maintain, preserve, protect and keep all Collateral in good condition, repair and working order and will cause such Collateral to be used and operated in good and workmanlike manner, in accordance with applicable laws and in a manner which will not make void or cancelable any insurance with respect to such Collateral. Debtor will promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Collateral which Secured Party may request from time to time.

(g) Insurance. Debtor will, at its own expense, maintain, or cause OVEC to maintain, insurance with respect to the Railcars and any Collateral which constitutes goods in such amounts, against such risks, in such form and with such insurers, as shall be reasonably satisfactory to Secured Party from time to time. If requested by Secured Party, each policy for property damage insurance shall provide for all losses to be paid directly to Secured Party, as its interests appear. If requested by Secured Party, each policy of insurance maintained by Debtor or OVEC shall (i) name Debtor and Secured Party as insured parties thereunder (without any representation or warranty by or obligation upon Secured Party) as their interests may appear, (ii) contain the agreement by the

insurer that any loss thereunder shall be payable to Secured Party notwithstanding any action, inaction or breach of representation or warranty by Debtor or OVEC, (iii) provide that there shall be no recourse against Secured Party for payment of premiums or other amounts with respect thereto, and (iv) provide that the insurer shall endeavor to give at least thirty (30) days prior written notice of cancellation or of lapse to Secured Party. Debtor will, if requested by Secured Party, deliver to Secured Party original or duplicate policies of such insurance and, as often as Secured Party may reasonably request, a report of a reputable insurance broker with respect to such insurance. Debtor will also, at the request of Secured Party, duly execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment. All insurance payments in respect of loss of or damage to any Collateral shall be paid to Secured Party, as its interests appear, and applied as Secured Party in its sole discretion deems appropriate, with any balance remaining after payment in full of the Indebtedness to be remitted to Debtor.

(h) Accounts and General Intangibles. Debtor will, except as otherwise provided in Subsection 6(f), collect, at Debtor's own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, Debtor may and, at Secured Party's direction, will take such action not otherwise forbidden by Subsection 5(e) as Debtor or Secured Party may deem necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Debtor will also duly perform and cause to be performed all of its obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles. Debtor also covenants and agrees to take any action and/or execute any documents that Secured Party may request in order to comply, if applicable, with the Federal Assignment of Claims Act, as amended.

(i) Chattel Paper, Documents and Instruments. Debtor will take such action as may be requested by Secured Party in order to cause any chattel paper, documents or instruments to be valid and enforceable and will cause all chattel paper to have only one original counterpart. Upon request by Secured Party, Debtor will deliver to Secured Party all originals of chattel paper, documents or instruments and will mark all chattel paper with a legend indicating that such chattel paper is subject to the security interest granted hereunder.

(j) Surface Transportation Board. Debtor will take all action directed by Secured Party or required by law in order to comply with the filing requirements of the Surface Transportation Board with respect to Debtor's ownership of the Railcars and the security interest of Secured Party therein.

5. Negative Covenants. Debtor will comply with the covenants contained in this Section 5 at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) Transfer or Encumbrance. Other than entering into the Railcar Lease, Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a lien or security interest in or execute, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral to any party

other than Secured Party, except for (A) sales and leases of inventory in the ordinary course of business, and (B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim; provided, however, the exceptions permitted in clauses (A) and (B) above shall automatically terminate upon the occurrence of an Event of Default.

(b) Impairment of Security Interest. Debtor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) Possession of Collateral. Other than the right to possession of the Railcars granted to OVEC pursuant to the Railcar Lease and OVEC's attendant right to move the Railcars, Debtor will not cause or permit the removal of any Collateral from its possession, control and risk of loss, nor will Debtor cause or permit the removal of any Collateral from the address on the signature page hereof and the addresses specified on Schedule "B" to this Agreement other than (i) as permitted by Subsection 5(a), or (ii) in connection with the possession of any Collateral by Secured Party or by its bailee.

(d) Goods. Debtor will not permit any Collateral which constitutes goods to at any time (i) be covered by any document except documents in the possession of the Secured Party, (ii) become so related to, attached to or used in connection with any particular real property so as to become a fixture upon such real property, or (iii) be installed in or affixed to other goods so as to become an accession to such other goods unless such other goods are subject to a perfected first priority security interest under this Agreement.

(e) Compromise of Collateral. Debtor will not adjust, settle, compromise, amend or modify any Collateral. Debtor shall provide to Secured Party such information concerning (i) any proposed adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) Financing Statement Filings. Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed where Debtor maintains any Collateral, has its records concerning any Collateral, or has its residence or chief executive office, as the case may be. Without limitation of any other covenant herein, Debtor will not cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Debtor's residence or chief executive office, as the case may be, to a jurisdiction other than as represented in Subsection 3(f) and (g) unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

6. **Rights of Secured Party.** Secured Party shall have the rights contained in this Section 6 at all times during the period of time this Agreement is effective.

(a) **Additional Financing Statements Filings.** Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, following any Event of Default, including without limitation: (i) to obtain and adjust insurance required by Secured Party hereunder; (ii) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral.

(c) **Performance by Secured Party.** If Debtor fails to perform any agreement or obligation provided herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Debtor on demand.

(d) **[Reserved].**

(e) **Debtor's Receipt of Proceeds.** All amounts and proceeds (including instruments and writings) received by Debtor in respect of such accounts or general intangibles shall be received in trust for the benefit of Secured Party hereunder and, upon request of Secured Party, shall be segregated from other property of Debtor and shall be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in such manner as Secured Party deems appropriate in its sole discretion.

(f) **Notification of Account Debtors.** Secured Party may at its discretion from time to time, following any Event of Default, notify any or all obligors under any accounts or general intangibles (i) of Secured Party's security interest in such accounts or general intangibles and direct such obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party, and (ii) to verify the accounts or general intangibles with such obligors. Secured Party shall have the right, at the expense of Debtor, to enforce collection of any such accounts or general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor.

7. **Events of Default.** Each of the following constitutes an “Event of Default” under this Agreement:

(a) **Failure to Pay Indebtedness.** The failure, refusal or neglect of Borrower to make any payment of principal or interest on the Indebtedness, or any portion thereof, as the same shall become due and payable; or

(b) **Non-Performance of Covenants.** The failure of Borrower or any Obligated Party to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the other Loan Documents; or

(c) **Default Under other Loan Documents.** The occurrence of an event of default under any of the other Loan Documents; or

(d) **False Representation.** Any representation contained herein or in any of the other Loan Documents made by Borrower or any Obligated Party is false or misleading in any material respect; or

(e) **Default to Third Party.** The occurrence of any event which permits the acceleration of the maturity of any indebtedness owing by Borrower or any Obligated Party to any third party under any agreement or undertaking; or

(f) **Bankruptcy or Insolvency.** If Borrower or any Obligated Party: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called “Applicable Bankruptcy Law”) or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party.

(g) **Execution on Collateral.** The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor; or

(h) **Abandonment.** Debtor abandons the Collateral or any portion thereof; or

(i) Action by Other Lienholder. The holder of any lien or security interest on any of the assets of Debtor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(j) Liquidation, Death and Related Events. If Borrower or any Obligated Party is an entity, the liquidation, dissolution, merger or consolidation of any such entity or, if Borrower or any Obligated Party is an individual, the death or legal incapacity of any such individual.

8. Notice and Cure. Notwithstanding any provision of this Agreement or the other Loan Documents to the contrary, Secured Party will not accelerate the maturity of the Indebtedness based on an Event of Default until such time as Secured Party has first given Borrower notice of the Event of Default and an opportunity to cure same. Borrower shall have three (3) days after notice to cure any monetary default (that is, any payment default or any other default that can be cured by the timely payment of money). Borrower shall have twenty (20) days after notice to cure any non-monetary default. Notice shall be given in writing in accordance with the Loan Agreement. For purposes of this Agreement, the term "Loan Agreement" shall mean that Loan Agreement executed of even date herewith by Debtor and Secured Party.

9. Remedies and Related Rights. If an Event of Default shall have occurred, and Borrower fails to timely cure such default following any notice to Borrower required herein, and without limiting any other rights and remedies provided herein under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to

exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Debtor hereby consents to any such appointment; and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise.

Debtor agrees that in the event Debtor is entitled to receive any notice under the Uniform Commercial Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at Debtor's address set forth on the signature page hereof, five (5) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Application of Proceeds. If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys fees and expenses) incurred by Secured Party in connection with (A) the administration of the Loan Documents, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (C) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) by holding such cash and proceeds as Collateral;

(v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.504(a)(3) of the Code or any other applicable statutory provision); and

(vi) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(c) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Borrower and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents.

(d) Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

(e) Other Recourse. Debtor waives any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party. Debtor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Debtor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Debtor shall have no right of subrogation and Debtor waives the right to enforce any remedy which Secured Party has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party. Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

10. Indemnity. Debtor hereby indemnifies and agrees to hold harmless Secured Party, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising in

connection with the Loan Documents, the Indebtedness or the Collateral (including without limitation, the enforcement of the Loan Documents and the defense of any Indemnified Person's actions and/or inactions in connection with the Loan Documents). **WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO ANY CLAIMS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH AND/OR ANY OTHER INDEMNIFIED PERSON**, except to the limited extent the Claims against an Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. If Debtor or any third party ever alleges such gross negligence or willful misconduct by any Indemnified Person, the indemnification provided for in this Section shall nonetheless be paid upon demand, subject to later adjustment or reimbursement, until such time as a court of competent jurisdiction enters a final judgment as to the extent and effect of the alleged gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

11. Miscellaneous. (a) Entire Agreement. This Agreement contains the entire agreement of Secured Party and Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) Amendment. No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced.

(c) Actions by Secured Party. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Debtor hereunder.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by Debtor therefrom shall be effective unless the same shall be

in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances.

(e) Costs and Expenses. Debtor will upon demand pay to Secured Party the amount of any and all reasonable costs and expenses (including without limitation, attorneys fees and expenses), which Secured Party may incur in connection with (i) the transactions which give rise to the Loan Documents, (ii) the preparation of this Agreement and the perfection and preservation of the security interests granted under the Loan Documents, (iii) the administration of the Loan Documents, (iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (v) the exercise or enforcement of any of the rights of Secured Party under the Loan Documents, or (vi) the failure by Debtor to perform or observe any of the provisions hereof.

(f) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) Venue. This Agreement has been entered into in the county in Texas where Bank's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) No Obligation. Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Borrower.

(j) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the signature page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and

custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

(k) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the heirs, executors, administrators, personal representatives, successors and assigns of Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, Secured Party may pledge, assign or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(l) Termination. Upon (i) the satisfaction in full of the Indebtedness, (ii) the termination or expiration of any commitment of Secured Party to extend credit to Borrower, and (iii) written request for the termination hereof delivered by Debtor to Secured Party, this Agreement and the security interests created hereby shall terminate. Upon termination of this Agreement and Debtor's written request, Secured Party will, at Debtor's sole cost and expense, return to Debtor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

(m) Cumulative Rights. All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

(n) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(o) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

EXECUTED as of the date first written above.

Debtor's Address:

3340 Camp Bowie Blvd.
Suite 200
Fort Worth, Texas 76107

DEBTOR:

GLOBAL ONE FINANCIAL SERVICES, L.P., a Texas limited partnership

By: GOFX, L.L.C., a Texas limited liability company, its general partner

By: *Jason D. Dial*
Jason D. Dial, President

Secured Party's Address:

1301 S. Bowen Road
Suite 150
Arlington, Texas 76013
Attention: Mark W. Warren

SECURED PARTY:

BANK ONE, NA (main office Chicago, Illinois), a national banking association

By: *Mark W. Warren*
Mark W. Warren, First Vice President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This document was acknowledged before me on April 2, 2004, by Jason D. Dial, President of GOFX, L.L.C., a Texas limited liability company, general partner of GLOBAL ONE FINANCIAL SERVICES, L.P., a Texas limited partnership, on behalf of the limited partnership.

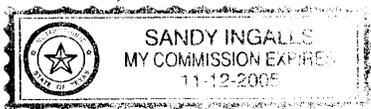


Sandy Ingalls
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This document was acknowledged before me on April 2, 2004, by Mark W. Warren, First Vice President of Bank One, NA (main office Chicago, Illinois), a national banking association, on behalf of the association.



Sandy Ingalls
Notary Public, State of Texas

After Recording Return To:
Kendall D. Adair, Esq.
Attention: Becky Hoffman
Harris, Finley & Bogle, P.C.
777 Main Street, Suite 3600
Fort Worth, Texas 76102-5341

Exhibit A

Railcars

Railcars Description

Car Mark: OVEX

Car Numbers:

6001	6066	6118	6165	6215	6264	6315	6360	6409	6457
6003	6070	6119	6166	6216	6265	6316	6361	6410	6458
6004	6071	6120	6167	6218	6267	6317	6363	6411	6460
6005	6072	6121	6168	6220	6268	6318	6364	6412	6461
6006	6073	6122	6169	6221	6269	6319	6365	6413	6462
6007	6075	6123	6170	6222	6270	6320	6366	6415	6463
6008	6078	6124	6171	6223	6271	6321	6369	6416	6465
6009	6080	6125	6172	6224	6272	6322	6370	6417	6466
6010	6081	6126	6173	6225	6273	6323	6371	6418	6467
6011	6083	6127	6174	6227	6274	6324	6372	6419	6468
6012	6084	6128	6175	6228	6275	6326	6373	6422	6469
6014	6085	6129	6176	6229	6276	6327	6374	6423	6470
6015	6086	6130	6178	6230	6278	6328	6375	6424	6471
6016	6087	6131	6179	6231	6280	6329	6376	6425	6472
6017	6088	6132	6182	6232	6281	6330	6377	6426	6473
6022	6089	6133	6183	6233	6282	6331	6378	6427	6474
6027	6090	6135	6184	6234	6283	6332	6379	6428	6475
6028	6091	6136	6185	6236	6285	6333	6382	6429	6476
6029	6092	6137	6186	6237	6286	6334	6383	6430	6477
6030	6094	6139	6189	6238	6287	6335	6384	6431	6478
6032	6095	6140	6190	6239	6288	6336	6385	6432	6479
6033	6096	6142	6191	6240	6289	6337	6386	6434	6480
6034	6098	6143	6193	6241	6290	6338	6387	6435	6481
6039	6099	6144	6194	6243	6291	6339	6388	6436	6483
6041	6101	6145	6195	6245	6293	6340	6389	6437	6484
6044	6102	6146	6197	6246	6294	6341	6391	6438	6485
6046	6103	6147	6198	6247	6295	6342	6392	6439	6486
6047	6104	6148	6199	6248	6297	6343	6393	6440	6487
6048	6105	6149	6200	6249	6299	6344	6394	6441	6488
6051	6106	6150	6201	6250	6300	6345	6395	6442	6489
6052	6107	6151	6202	6251	6301	6346	6396	6443	6490
6054	6108	6152	6203	6252	6302	6347	6397	6444	6491
6056	6109	6153	6205	6253	6303	6348	6400	6446	6492
6057	6110	6154	6206	6254	6304	6350	6401	6448	6493
6058	6111	6155	6207	6255	6307	6351	6402	6449	6494
6059	6112	6156	6208	6256	6308	6352	6403	6450	6495
6060	6113	6158	6209	6257	6310	6353	6404	6451	6496
6061	6114	6159	6210	6258	6311	6356	6405	6453	6497
6062	6115	6160	6211	6260	6312	6357	6406	6454	6498
6063	6116	6161	6212	6262	6313	6358	6407	6455	6499
6065	6117	6163	6213	6263	6314	6359	6408	6458	6500