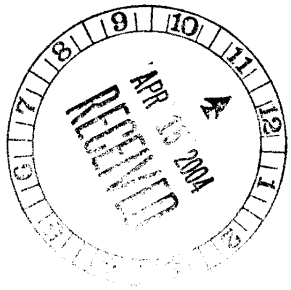
LAW OFFICES
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ
A PROFESSIONAL CORPORATION
FIRST TENNESSEE BUILDING
165 MADISON AVENUE
SUITE 2000
MEMPHIS, TENNESSEE 38103
(901) 526-2000
FACSIMILE
(901) 577-2303

RECORDATION NO. 24919 FILED

APR 16 '04 1-17 PM

SURFACE TRANSPORTATION BOARD

MARY L. ARONOV
Direct Dial: (901) 577-2223
Direct Fax: (901) 577-0715
E-Mail Address: maronov@bakerdonelson.com



April 8, 2004

Surface Transportation Board
Office of the Secretary
Washington, D.C. 20423

Bank: Fidelity National Bank
Borrower: Tamak Transportation Corporation
Loan Amount: $600,000.00

Dear Secretary:

I have enclosed two originals of the document described below, to be recorded with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Security Agreement, a primary document, dated March 26, 2004.

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

Debtor: Tamak Transportation Corporation
545 S. Main, Apt. #805
Memphis, Tennessee 38103

Secured Party: Fidelity National Bank
P.O. Box 2288, 330 West Broadway
West Memphis, Arkansas 72303

A description of the equipment secured by the Security Agreement follows: Fifty (50) railroad tank cars as described on the attached Exhibit "A".

A filing fee of $30.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Mary L. Aronov, Attorney, Baker, Donelson, Bearman, Caldwell &

Berkowitz, P.C., 165 Madison Avenue, Suite 2000, Memphis, Tennessee 38103. I have enclosed a self-addressed, stamped envelope for this purpose.

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

Security Agreement, between Tamak Transportation Corporation, 545 S. Main, Apt. # 805, Memphis, Tennessee 38103 and Fidelity National Bank, P.O. Box 2288, 330 West Broadway, West Memphis, Arkansas 72303 dated March 26, 2004, and covering the fifty (50) railroad tank cars as follows:

10 tank cars -- classification DOT 111A100W1 (Serial Nos. TGPX 23301-23310);

8 tank cars -- classification DOT 111A100W3 (Serial Nos. TGPX 23566-23569, TEIX 3120, TEIX 3121, TEAX 2253, TEAX 2269);

4 tank cars -- classification DOT 112J400W (Serial Nos. TGPX 1039-1041, 1043);

10 tank cars -- classification DOT 105J300W (Serial Nos. TGPX 33601, 33603, 33605, 33606, 33608, 33610, 33516, 33518-33520);

5 tank cars -- classification DOT 105J400W (Serial Nos. TGPX 33511-33515);

13 tank cars -- classification DOT 112A340W (Serial Nos. TGPX 32812, 32813, 32817, 32818, 32821, 33162, 33163, 33501, 33503, 33504, 33507-33509).

Please let me know if you have any questions or need any further information.

Very Truly Yours,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

Mary L. Aronov
Attorney for Fidelity National Bank

MLA:js1

M JS1 754925 v1
0-0 04/08/04

Exhibit "A"
Description of Equipment
Secured by the Security Agreement

A. All of the Debtor's equipment as identified on **Schedule "1"** attached hereto and incorporated herein by reference, wherever located and whether now or hereafter existing, and all parts thereof and replacements, additions and accessions thereto (any and all such property being hereinafter referred to as the "Equipment");

B. All of the Debtor's accounts, accounts receivable, chattel paper, instruments and other obligations of any kind, whether or not evidenced by an instrument or chattel paper, and whether or not it has been earned by performance relating to the Equipment and use of the Equipment (collectively hereinafter referred to as "Accounts Receivable" or "Receivables") whether now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such Accounts Receivable;

C. All of the Debtor's; all customer lists, ledger and account cards, computer tapes, discs and printouts, and books and records of Debtor; and any and all other properties and assets of Debtor of whatever nature, tangible or intangible, wherever located and whether now or hereafter existing relating to the Equipment and use of this Equipment;

D. All of Debtor's contract rights and general intangibles ("General Intangibles") of every kind, character and description, relating to the Equipment, both now owned and hereafter acquired, including but not limited to all leases with respect to the Equipment and all amounts paid by any railroad with respect to the use of the Equipment;

E. All proceeds ("Proceeds") of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and including, without limitation, all moneys due or to become due in connection with any of the Collateral, guaranties and security for the payment of such moneys, the right of stoppage in transit, and all returned or repossessed goods arising from a sale or lease thereof. (Although proceeds are covered, Secured Party does not authorize the sale or other transfer of any of the Collateral or the transfer of any interest in the Collateral, except for the sale of goods in the ordinary course of Debtor's business);

in each case, whether now owned or hereafter acquired by the Debtor and howsoever Debtor's interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise).

Schedule 1

Vessel	Official Number
The Tamak - 1300	283163

Car Initial	Date Built	DOT Class
TGPX 23301	4/73	111A100W1
TGPX 23302	4/73	111A100W1
TGPX 23303	4/73	111A100W1
TGPX 23304	4/73	111A100W1
TGPX 23305	4/73	111A100W1
TGPX 23306	5/73	111A100W1
TGPX 23307	5/73	111A100W1
TGPX 23308	5/73	111A100W1
TGPX 23309	5/73	111A100W1
TGPX 23310	5/73	111A100W1
TGPX 23566	7/79	111A100W3
TGPX 23567	8/79	111A100W3
TGPX 23568	8/79	111A100W3
TGPX 23569	6/80	111A100W3
TEIX 3120	4/77	111A100W3
TEIX 3121	4/77	111A100W3
TEAX 2253	7/80	111A100W3
TEAX 2269	4/76	111A100W3
TGPX 1039	1996	112J400W
TGPX 1040	1996	112J400W
TGPX 1041	1996	112J400W
TGPX 1043	1996	112J400W
TGPX 33601	12/76	105J300W
TGPX 33603	12/76	105J300W
TGPX 33605	12/76	105J300W
TGPX 33606	2/77	105J300W
TGPX 33608	2/77	105J300W
TGPX 33610	2/77	105J300W
TGPX 33511	1996	105J400W
TGPX 33512	1996	105J400W
TGPX 33513	1996	105J400W
TGPX 33514	1996	105J400W
TGPX 33515	1996	105J400W
TGPX 32812	1964	112A340W
TGPX 32813	1964	112A340W

TGPX 32817	1964	112A340W
TGPX 32818	1964	112A340W
TGPX 32821	1964	112A340W
TGPX 33162	1964	112A340W
TGPX 33163	1964	112A340W
TGPX 33501	9/66	112A340W
TGPX 33503	9/66	112A340W
TGPX 33504	9/66	112A340W
TGPX 33507	9/66	112A340W
TGPX 33508	9/66	112A340W
TGPX 33509	9/66	112A340W
TGPX 33516	1977	105J300W
TGPX 33518	1977	105J300W
TGPX 33519	1977	105J300W
TGPX 33520	1977	105J300W

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SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

THIS SECURITY AGREEMENT entered into this 26TH day of MARCH, 2004, by and between **TAMAK TRANSPORTATION CORPORATION**, an Arkansas corporation whose address is 545 S. Main Street, Apt. #805, Memphis, Tennessee 38103, (the "Grantor"), and **FIDELITY NATIONAL BANK**, a national banking association whose address is P.O. Box 2288, 330 West Broadway, West Memphis, Arkansas 72303 (the "Bank").

W I T N E S S E T H:

That for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Bank as follows:

1. Definitions. (a) All terms used in this Agreement which are defined in the Uniform Commercial Code of the State of Arkansas (the "Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

(b) The term "Event of Default" shall have the meaning set out in Section 7 hereof.

2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), the Grantor hereby pledges and assigns to Bank, and grants to Bank a continuing security interest in, the following (the "Collateral"):

(a) All of the Grantor's equipment as identified on **Exhibit "A"** attached hereto and incorporated herein by reference, wherever located and whether now or hereafter existing, and all parts thereof and replacements, additions and accessions thereto (any and all such property being hereinafter referred to as the "Equipment");

(b) All of the Grantor's accounts, accounts receivable, chattel paper, instruments and other obligations of any kind, whether or not evidenced by an instrument or chattel paper, and whether or not it has been earned by performance relating to the Equipment and use of the Equipment (collectively hereinafter referred to as "Accounts Receivable" or "Receivables") whether now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such Accounts Receivable;

(c) All of the Grantor's; customer lists, ledger and account cards, computer tapes, discs and printouts, and books and records of Grantor; and any and all other properties and assets of Grantor of whatever nature, tangible or intangible, wherever located and whether now or hereafter existing relating to the Equipment and use of this Equipment;

(d) All of Grantor's contract rights and general intangibles ("General Intangibles") of every kind, character and description, relating to the Equipment, both now owned and hereafter acquired, including but not limited to all leases with respect to the Equipment and all amounts paid by any railroad with respect to the use of the Equipment;

(e) All proceeds ("Proceeds") of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee thereof), any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and including, without limitation, all moneys due or to become due in connection with any of the Collateral, guaranties and security for the payment of such moneys, the right of stoppage in transit, and all returned or repossessed goods arising from a sale or lease thereof. (Although proceeds are covered, Bank does not authorize the sale or other transfer of any of the Collateral or the transfer of any interest in the Collateral, except for the sale of goods in the ordinary course of Grantor's business);

in each case, whether now owned or hereafter acquired by the Grantor and howsoever Grantor's interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise). The Collateral described in subparagraph (a) and the first clause of subparagraph (c) of this Section, and the products thereof, are sometimes hereinafter called the "Tangible Collateral."

3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Obligations"):

(a) The full and prompt payment when due of the indebtednesses (and interest thereon) evidenced by that certain promissory note of even date herewith, in the principal sum of Six Hundred Thousand Dollars ($600,000.00) executed by Grantor and payable to the order of Bank (the "Note"), and any and all renewals, modifications and extensions thereof, in whole or in part;

(b) The due performance and observance by the Grantor of all of its covenants, agreements, representations, liabilities, obligations, and undertakings as set forth herein, or in any other instrument or document which now or at any time hereafter evidences or secures all or any part of the Obligations hereby secured; and

(c) The prompt payment and performance of any and all other present and future indebtednesses and obligations of Grantor to Bank of every kind, character, and description,

howsoever and whensoever arising, whether absolute or contingent, joint or several, matured or unmatured, direct or indirect, primary or secondary, and including without limitation, all future advances to the Grantor, all liabilities of the Grantor under any guaranty executed in favor of the Bank at any time and all obligations of the Grantor with respect to any letters of credit issued at any time by Bank for the benefit of Grantor.

4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) The Grantor's chief place of business and chief executive office is located at the address specified for the Grantor in the initial paragraph hereof. None of the Accounts Receivable is evidenced by a promissory note or other instrument. Grantor's state of organization is Arkansas and its organizational number is 28935.

(b) The Grantor owns the Collateral free and clear of any lien, security interest or other charge or encumbrance except for the security interest created by this Agreement, and except for the financing statements filed in favor of Bank relating to this Agreement, no other financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office.

(c) The exercise by Bank of its rights and remedies hereunder will not contravene any law or governmental regulation or any contractual restriction binding on or affecting the Grantor or any of the Grantor's properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the Grantor's properties.

(d) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body is required either for the grant by the Grantor of the security interest created hereby in the Collateral or for the exercise by Bank of its rights and remedies hereunder.

(e) This Agreement creates a valid security interest in favor of the Bank in the Collateral. The taking possession by the Bank of all instruments and chattel paper constituting Collateral from time to time and the filing of the financing statements with the Arkansas Secretary of State and recording this Security Agreement with the Surface Transportation Board, and recording that certain preferred ship mortgage of even date herewith as well as any required supplementary forms (the "Preferred Ship Mortgage") with the United States Coast Guard's National Vessel Documentation Center will perfect and establish the first priority of the Bank's security interest hereunder in the Collateral, subject to no other liens and encumbrances. Except as set forth in this Section 4(e), no action is necessary or desirable to perfect or otherwise protect such security interest.

5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless Bank shall otherwise consent in writing:

(a) Further Assurances. The Grantor will at Grantor's expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that Bank deems necessary or desirable or that Bank may request in order (i) to perfect and protect the security interest created or purported to be created hereby; (ii) to enable Bank to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) to otherwise effect the purposes of this Agreement, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as Bank deems necessary or desirable or that Bank may request in order to perfect and preserve the security interest created or purported to be created hereby; [and] (B) furnishing to Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Bank may reasonably request, all in reasonable detail; (C) executing, acknowledging and filing for recordation a copy of this Security Agreement with the Interstate Commerce Commission or its successor agency including but not limited to the Surface Transportation Board; (D) if required by the Bank, marking all items of Equipment with the following "This equipment subject to a security interest of Fidelity National Bank recorded with the Surface Transportation Board"; and (E) marking the vessel the TAMAK

- 1300, as described in the Preferred Ship Mortgage, with the following: "This vessel is covered by a Preferred Ship Mortgage to Fidelity National Bank, P.O. Box 2288, 330 West Broadway, West Memphis, Arkansas 72303, ATTN: Phillip Brick, under authority of the Ship Mortgage Act, 1920, as amended".

(b) Taxes. The Grantor will pay promptly before delinquent all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral, except to the extent the validity thereof is being contested diligently and in good faith by proper proceedings satisfactory to the Bank.

(c) Insurance.

(i) The Grantor will, at Grantor's own expense, maintain insurance with respect to the Tangible Collateral in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Bank from time to time. Each policy for liability insurance shall provide for all losses to be paid on behalf of Bank and the Grantor as their respective interests may appear, and each policy for property damage insurance shall provide for all losses to be paid directly to Bank. Each such policy shall in addition (A) name the Grantor and Bank as insured parties thereunder (without any representation or warranty by or obligation upon Bank) as their interests may appear, (B) contain the agreement by the insurer that any loss thereunder shall be payable to Bank notwithstanding any action, inaction, or breach of representation or warranty by the Grantor, (C) provide that there shall be no recourse against Bank for payment of premiums or other amounts with respect thereto and (D) provide that at least ten (10) days' prior written notice of cancellation, amendment, or of lapse shall be given to Bank by the insurer. The Grantor will, if so requested by Bank, deliver to Bank original or duplicate policies of such insurance, or satisfactory certificates of insurance, and, as often as Bank may reasonably request, a report of a reputable insurance broker with respect to such insurance.

(ii) Reimbursement under any liability insurance maintained by the Grantor pursuant to this Section 5(d) may be paid directly to the party who shall have incurred liability covered by such insurance. In case of any loss involving damage to Tangible Collateral as to which paragraph (iii) of this Section 5(d) is not applicable, the Grantor will, if so requested by Bank, make or cause to be made the necessary repairs to or replacements of such Tangible Collateral, and any proceeds of insurance maintained by the Grantor pursuant to this Section 5(d) shall be paid to the Grantor as reimbursement for the costs of such repairs or replacements.

(iii) Upon the occurrence of an Event of Default or the actual or constructive total loss of the Tangible Collateral or any part of the Tangible Collateral, all insurance payments in respect of such Tangible Collateral shall be paid to Bank and, at Bank's option, applied as specified in Section 8(b) hereof.

(d) As to Receivables and General Intangibles.

(i) The Grantor will (A) keep Grantor's chief place of business and chief executive office and the office where Grantor keeps Grantor's records concerning Accounts Receivable, and all originals of all chattel paper which constitute Accounts Receivable and all documents which constitute or create General Intangibles, at the location(s) specified in paragraph 5(b) hereof, and (B) hold and preserve its records concerning the Receivables, General Intangibles and such chattel paper and permit representatives of the Bank at any time during normal business hours to inspect and make copies of or abstracts from such records and chattel paper.

(ii) The Grantor will, except as otherwise provided in this paragraph (ii), continue to collect, at Grantor's own expense, all amounts due or to become due under the Receivables and General Intangibles. In connection with such collections, the Grantor may (and, at the Bank's direction, will) take such action as the Grantor or the Bank may deem necessary or advisable to enforce collection or performance of the Receivables and General Intangibles; provided, however, that the Bank shall have the right at any time, upon the occurrence and during the continuance of an Event of Default or an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default, to notify the account debtors or obligors under any Receivables or General Intangibles of the assignment of such Receivables or General Intangibles to the Bank and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Grantor thereunder directly to the Bank and, upon such notification and at the expense of the Grantor and to the extent permitted by law, to enforce collection of any such Receivables or revenues under the General Intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Grantor might have done. Upon and after the giving of such notification, (A) all amounts and proceeds (including instruments) received by the Grantor in respect of the Receivables or General Intangibles shall be received in trust for the benefit of the Bank hereunder, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Bank in the same form as so received (with any necessary indorsement) to be held as cash collateral and either (1) released to the Grantor so long as no Event of Default shall have occurred and be continuing or (2) if any Event of Default shall have occurred and be continuing, applied as specified in Section 8(b) hereof, and (B) the Grantor will not adjust, settle or compromise the amount of payment of any receivable or other obligation or release wholly or partly any account debtor or obligor thereof or allow any credit or discount thereon.

(e) Transfers and Other Liens. Without the prior written consent of Bank, the Grantor will not (i) sell, assign (by operation of law or otherwise), exchange, or otherwise dispose of any of the Collateral; or (ii) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the security interest created by this Agreement.

(f) Condition of Collateral. The Grantor will cause all Equipment constituting part of the Collateral to be maintained and preserved in good and serviceable condition, repair and working order, and will forthwith, or in the case of any loss or damage to any thereof as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable or that the Bank

may request to such end. The Grantor will promptly furnish to the Bank a statement respecting any material loss or damage to any of the Tangible Collateral.

(g) Actions by Bank. The Bank may, in the event of default by the Grantor in so doing, obtain insurance, pay taxes, liens or encumbrances, or order and pay for repairs, and all amounts expended by the Bank shall, with interest thereon at the maximum lawful contract rate for written contracts, constitute indebtedness of the Grantor secured hereby and be payable forthwith; but no such act or expenditure by the Bank shall relieve the Grantor from the consequence of such default.

(h) Leases. The Equipment is to be used for the purpose of leasing to railroads or shippers for transportation in interstate and intrastate commerce. The Grantor agrees to furnish to Bank an executed copy of all leases and copies of any renewals or extensions thereof during the term of this Agreement. All future leases of any of the Equipment between Grantor and any lessee shall contain the following language:

> ***"Tamak Transportation Corporation ("Tamak") acknowledges the existence of a prior recorded lien as security for an obligation (the "Loan") in favor of Fidelity National Bank (the "Bank"). In the event any lease contract has not expired at the time of notice of default by the Bank of any payment by Tamak on said Loan, Bank shall continue such lease or leases until its normal expiration date, on the same terms, conditions, and rentals, as Tamak. In such event, Bank, or Tamak for the use of the Bank, shall direct all rental and other charges due to Tamak for the use of this Equipment be paid directly to the Bank or its successors or assigns and the Lessee agrees to pay all rental charges and other charges to Bank or its successors or assigns. Any sublease of the Equipment described herein by Lessee shall not be assigned or hypothecated by Lessee without prior written consent of the Bank."***

Furthermore, if required by the Bank, Grantor shall provide to the Bank, tenant estoppel and attornment agreements, in form satisfactory to the Bank, executed and acknowledged by each of the present lessees of any of the Equipment.

6. Additional Provisions Concerning the Collateral. (a) The Grantor hereby authorizes Bank to file, without the signature of the Grantor where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral.

(b) The Grantor hereby irrevocably appoints Bank the Grantor's attorney-in-fact and proxy, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (i) to obtain and adjust insurance required to be paid to Bank pursuant to Section 5(d) hereof; (ii) to ask, demand, collect, sue for, recover, compound, receive, and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (iii) to receive, endorse, and collect any checks, 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 Bank may deem necessary

or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Bank with respect to any of the Collateral. Grantor hereby ratifies and approves all acts of said attorney; and the attorney so long as the attorney acts in good faith it shall have no liability to Grantor for any act or omission as such attorney.

(c) If the Grantor fails to perform any agreement contained herein, Bank may itself perform, or cause performance of, such agreement or obligation, and the expenses of Bank incurred in connection therewith shall be payable by the Grantor under Section 10 hereof, and shall be fully secured hereby.

(d) The powers conferred on Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Bank shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) Anything herein to the contrary notwithstanding, (i) the Grantor shall remain liable under any contracts and agreements included in or relating to the Collateral to the extent set forth therein to perform all of the Grantor's obligations thereunder to the same extent as if this Agreement had not been executed; (ii) the exercise by Bank of any of its rights hereunder shall not release the Grantor from any of the Grantor's duties or obligations under the contracts and agreements included in or relating to the Collateral; and (iii) Bank shall not have any obligation or liability by reason of this Agreement under any contracts and agreements included in or relating to the Collateral, nor shall Bank be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

7. **Events of Default.** An Event of Default shall be deemed to have occurred hereunder upon the occurrence of a failure or default in the full, faithful and prompt payment or performance of any one or more of the Obligations, and shall include, but shall not be limited to:

(a) Any default in the full and prompt payment when due of all or any part of any indebtedness constituting part of the Obligations hereunder;

(b) Any default by Grantor in the full, faithful and prompt payment or performance of any covenant, agreement, liability, obligation, condition or undertaking on Grantor's part to be paid, met, kept, observed or performed pursuant to the provisions hereof, or of any other instrument or document now or hereafter securing all or any part of the Obligations;

(c) Any warranty or representation contained herein shall prove to have been false or materially misleading as of the time made;

(d) If the Grantor uses the collateral in violation of any statute or ordinance; or

(e) If the Grantor fails to pay promptly when due all taxes and assessments upon the collateral and for its use or operation, or fails to keep the collateral in good repair; or fails to keep the collateral insured (with an insurance company or companies acceptable to the Bank and with loss payable to the Bank as its interest may appear) at all times against fire (with extended

coverage), theft, physical damage and such other risks, and in such amounts for all risks as the Bank shall require, all of which matters and things referred to in this clause (e) the Grantor hereby warrants and agrees to do and perform; or

(f) If the collateral suffers substantial damage or destruction; or

(g) If the collateral is levied or seized under any levy or attachment or under any other legal process; or

(h) The death, incompetence, dissolution or termination of existence of the Grantor; or (i) the commencement of any bankruptcy or insolvency proceedings by or against the Grantor or any guarantor or surety for the Grantor.

8. Remedies Upon Default. If an Event of Default shall have occurred:

(a) Bank may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) require the Grantor to, and the Grantor hereby agrees that the Grantor will at the Grantor's expense and upon request of Bank forthwith, assemble all or part of the Collateral as directed by Bank and make it available to Bank at a place to be designated by Bank which is reasonably convenient to both parties; and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Bank's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Bank may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least five (5) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Bank 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) Any cash held by Bank as Collateral and all cash proceeds received by Bank in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral under the provisions of the Code or this Agreement shall be applied as follows:

(i) First, to the repayment of the reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Bank in connection with (A) the administration of this Agreement, (B) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral, (C) the exercise or enforcement of any of the rights of Bank hereunder, or (D) the failure of the Grantor to perform or observe any of the provisions hereof;

(ii) Second, at the option of Bank, to the payment or other satisfaction of any liens and other encumbrances upon any of the Collateral;

(iii) Third, to the reimbursement of Bank for the amount of any obligations of the Grantor paid or discharged by Bank pursuant to the provisions of this Agreement, and of any expenses of Bank payable by the Grantor hereunder;

(iv) Fourth, to the satisfaction of the Obligations, in such order as Bank shall elect;

(v) Fifth, to the satisfaction of any other indebtedness of the Grantor to Bank;

(vi) Sixth, to the payment of any other amounts required by applicable law [including, without limitation, Section 47-9-504(1)(c) the Code or any successor or similar, applicable statutory provision]; and

(vii) Seventh, the surplus proceeds, if any, to the Grantor or to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which Bank is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at such rate(s) as shall be fixed by instrument(s) evidencing the Obligation(s) with respect to which such deficiency exists, together with the costs of collection and the reasonable fees of any attorneys employed by Bank to collect such deficiency.

9. Rights and Duties of Bank, Etc. Bank undertakes, as to this Agreement, to exercise only such duties as are specifically set forth in this Agreement and to exercise such of the rights, powers and remedies as are vested in it by this Agreement or by law. In any instance hereunder where Bank's approval or consent is required or the exercise of Bank's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Bank, and Bank shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment. Bank may consult with counsel, and the written advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

10. Indemnity and Expenses. (a) The Grantor agrees to indemnify Bank from and against any and all claims, losses, and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses, or liabilities resulting solely and directly from Bank's gross negligence or willful misconduct.

(b) The Grantor will upon demand pay to Bank the amount of any and all costs and expenses, including the fees and disbursements of the Bank's counsel and of any experts and agents, which Bank may incur in connection with (i) the administration of this Agreement (excluding the salary of Bank's employees and Bank's normal and usual overhead expenses); (ii) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of Bank hereunder; or (iv) the failure by the Grantor to perform or observe any of the provisions hereof,

except expenses resulting solely and directly from Bank's gross negligence or willful misconduct.

11. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed, certified mail, return receipt requested, if to Grantor, to Grantor at Mid-Continent Plaza, P.O. Box 1985, West Memphis, Arkansas 72303, Attention: Don Weis; if to Bank, to it at 545 S. Main Street, Apt. #805, Memphis, Tennessee 38103, ATTN: Phillip Brick; or as to any such person to such other address as shall be designated by such person in a written notice to the other party complying as to delivery with the terms of this Section 11. All such notices and other communications shall be effective (i) if mailed, when received or three days after mailing, whichever is earlier; or (ii) if delivered, upon delivery.

12. Security Interest Absolute. All rights of Bank, all security interests and all Obligations of the Grantor hereunder shall be absolute and unconditional irrespective of: (i) any lack of validity or enforceability of any guaranty, or any other agreement or instrument relating thereto; (ii) any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement, any guaranty, or any other agreement or instrument relating thereto; (iii) any increase in, addition to, or exchange, release, or non-perfection of, any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Obligations or this Agreement; or (v) the absence of any action on the part of Bank to obtain payment or performance of the Obligations from the Grantor or any other party.

13. Miscellaneous. (a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Grantor and Bank, and no waiver of any provision of this Agreement, and no consent to any departure by the Grantor therefrom, shall be effective unless it is in writing and signed by Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of Bank to exercise, and no delay in exercising, any right hereunder or under any other instrument or document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Bank provided herein and in the other instruments and documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of Bank under any guaranty, any other instrument which now or hereafter evidences or secures all or part of the Obligations, or any related document against any party thereto are not conditional or contingent on any attempt by Bank to exercise any of its rights under any other such instrument or document against such party or against any other party.

(c) 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 invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Obligations, (ii) be binding on the Grantor and the Grantor's successors and permitted assigns and shall inure, together with all rights and remedies of Bank hereunder, to the benefit of Bank and its respective successors, transferees, and assigns. None of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred without the prior written consent of Bank.

(e) Upon the termination of the duties and obligations of Grantor under the Note and the satisfaction in full of the Obligations, Bank will, upon the Grantor's request and at the Grantor's expense, (i) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence termination of the security interest herein granted.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Arkansas.

(g) The captions or headings of the Sections of this Agreement are inserted merely for convenience of reference and shall not be deemed to limit or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Agreement (or caused the execution and delivery of this Agreement by its duly authorized officers) on the date first above written.

TAMAK TRANSPORTATION CORPORATION

By: _____

Title: President

GRANTOR

FIDELITY NATIONAL BANK

By: _____

Title: EVP

BANK

STATE OF ARKANSAS
COUNTY OF CRITTENDEN

On this the 26TH day of MARCH, 2004, before me, PAMELA G. JUSTUS, the undersigned officer, personally appeared DONALD B. WEIS, who acknowledged himself to be the PRESIDENT of TAMAK TRANSPORTATION CORPORATION, a corporation, and that he, as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such PRESIDENT.

In witness whereof I hereunto set my hand and official seal.

Pamela G. Justus
Notary Public

My Commission Expires:
MAY 17, 2011

PAMELA G. JUSTUS
Crittenden County
My Commission Expires
May 17, 2011

STATE OF ARKANSAS
COUNTY OF CRITTENDEN

On this the 26TH day of MARCH 2004, before me, PAMELA G. JUSTUS, the undersigned officer, personally appeared PHILLIP BRICK, who acknowledged himself to be the EXECUTIVE V. P. of FIDELITY NATIONAL BANK, a national banking association, and that he, as such EXECUTIVE V. P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such EXECUTIVE V. P..

In witness whereof I hereunto set my hand and official seal.

Pamela G. Justus
Notary Public

My Commission Expires:
MAY 17, 2011

PAMELA G. JUSTUS
Crittenden County
My Commission Expires
May 17, 2011

Exhibit "A"
to
Security Agreement

A. All of the Debtor's equipment as identified on **Schedule "1"** attached hereto and incorporated herein by reference, wherever located and whether now or hereafter existing, and all parts thereof and replacements, additions and accessions thereto (any and all such property being hereinafter referred to as the "Equipment");

B. All of the Debtor's accounts, accounts receivable, chattel paper, instruments and other obligations of any kind, whether or not evidenced by an instrument or chattel paper, and whether or not it has been earned by performance relating to the Equipment and use of the Equipment (collectively hereinafter referred to as "Accounts Receivable" or "Receivables") whether now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such Accounts Receivable;

C. All of the Debtor's; all customer lists, ledger and account cards, computer tapes, discs and printouts, and books and records of Debtor; and any and all other properties and assets of Debtor of whatever nature, tangible or intangible, wherever located and whether now or hereafter existing relating to the Equipment and use of this Equipment;

D. All of Debtor's contract rights and general intangibles ("General Intangibles") of every kind, character and description, relating to the Equipment, both now owned and hereafter acquired, including but not limited to all leases with respect to the Equipment and all amounts paid by any railroad with respect to the use of the Equipment;

E. All proceeds ("Proceeds") of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and including, without limitation, all moneys due or to become due in connection with any of the Collateral, guaranties and security for the payment of such moneys, the right of stoppage in transit, and all returned or repossessed goods arising from a sale or lease thereof. (Although proceeds are covered, Secured Party does not authorize the sale or other transfer of any of the Collateral or the transfer of any interest in the Collateral, except for the sale of goods in the ordinary course of Debtor's business);

in each case, whether now owned or hereafter acquired by the Debtor and howsoever Debtor's interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise).

Schedule 1

Vessel	Official Number
The Tamak - 1300	283163

Car Initial	Date Built	DOT Class
TGPX 23301	4/73	111A100W1
TGPX 23302	4/73	111A100W1
TGPX 23303	4/73	111A100W1
TGPX 23304	4/73	111A100W1
TGPX 23305	4/73	111A100W1
TGPX 23306	5/73	111A100W1
TGPX 23307	5/73	111A100W1
TGPX 23308	5/73	111A100W1
TGPX 23309	5/73	111A100W1
TGPX 23310	5/73	111A100W1
TGPX 23566	7/79	111A100W3
TGPX 23567	8/79	111A100W3
TGPX 23568	8/79	111A100W3
TGPX 23569	6/80	111A100W3
TEIX 3120	4/77	111A100W3
TEIX 3121	4/77	111A100W3
TEAX 2253	7/80	111A100W3
TEAX 2269	4/76	111A100W3
TGPX 1039	1996	112J400W
TGPX 1040	1996	112J400W
TGPX 1041	1996	112J400W
TGPX 1043	1996	112J400W
TGPX 33601	12/76	105J300W
TGPX 33603	12/76	105J300W
TGPX 33605	12/76	105J300W
TGPX 33606	2/77	105J300W
TGPX 33608	2/77	105J300W
TGPX 33610	2/77	105J300W
TGPX 33511	1996	105J400W
TGPX 33512	1996	105J400W
TGPX 33513	1996	105J400W
TGPX 33514	1996	105J400W
TGPX 33515	1996	105J400W
TGPX 32812	1964	112A340W
TGPX 32813	1964	112A340W
TGPX 32817	1964	112A340W
TGPX 32818	1964	112A340W
TGPX 32821	1964	112A340W
TGPX 33162	1964	112A340W

TGPX 33163	1964	112A340W
TGPX 33501	9/66	112A340W
TGPX 33503	9/66	112A340W
TGPX 33504	9/66	112A340W
TGPX 33507	9/66	112A340W
TGPX 33508	9/66	112A340W
TGPX 33509	9/66	112A340W
TGPX 33516	1977	105J300W
TGPX 33518	1977	105J300W
TGPX 33519	1977	105J300W
TGPX 33520	1977	105J300W