

RECORDATION NO. 25326 FILED

DEC 08 '04 12:50 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

December 8, 2004

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Security Agreement, dated as of December 8, 2004, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Secured Party: Bank of America, N.A.  
231 South LaSalle Street  
Chicago, Illinois 60697

Debtor: West Texas and Lubbock Railroad Company  
18 South Clinton Street, Suite 300  
Chicago, Illinois 60661

Mr. Vernon A. Williams  
December 8, 2004  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

2 locomotives: TNER 92 and TNER 107.

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

Memorandum of Security Agreement.

Also enclosed is a check in the amount of \$32.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

MEMORANDUM OF SECURITY AGREEMENT **DEC 08 '04 12:50 PM**

This Memorandum of Security Agreement is made and entered into on December 8, 2004, by and between BANK OF AMERICA, N.A., a national banking association (hereinafter referred to as the "**Bank**"), and WEST TEXAS AND LUBBOCK RAILROAD COMPANY, INC., a Texas corporation (hereinafter referred to as the "**Debtor**").

The Debtor has requested the Bank to make loans to the Debtor and the other Borrowers (as defined in the Loan Agreement hereinafter referred to), pursuant to that certain Loan Agreement, by and among the Bank, the Debtor and the other Borrowers, dated as of December 8, 2004 (the "**Loan Agreement**"), setting forth the terms and conditions of such loans;

As consideration for the loans which have been or will be made to the Debtor and the other Borrowers pursuant to the Loan Agreement, the Debtor has executed a Security Agreement with the Bank, dated as of December 8, 2004 (the "**Security Agreement**"), and granted to the Bank a security interest in, among other things, all of the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "**Collateral**"):

(a) all of the locomotives described on Schedule 1 attached hereto, together with (i) any replacement substituted for any such locomotive, (ii) all parts of any such locomotive, (iii) all logs, manuals and data and inspection, modification and maintenance records maintained in respect of such locomotives, including, without limitation, all such logs, manuals, data and records required to be maintained by any applicable regulatory agency of body of any jurisdictions, and (iv) all property insurance policies relating to such locomotives; and

(b) all of the railcars described on Schedule 2 attached hereto, together with (i) any replacement substituted for any such railcar, (ii) all parts of any such railcar, (iii) all logs, manuals and data and inspection, modification and maintenance records maintained in respect of such railcars, including, without limitation, all such logs, manuals, data and records required to be maintained by any applicable regulatory agency of body of any jurisdictions, and (iv) all property insurance policies relating to such railcars.

As contemplated by the Security Agreement, the Bank and the Debtor hereby make this Memorandum of Security Agreement to confirm and perfect the Bank's security interest in the Collateral. The Bank and Debtor further acknowledge and confirm that this Memorandum of Security Agreement is not a summary of the Security Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, the Bank and the Debtor agree that in the event of a conflict between this Memorandum of Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date fast above written.

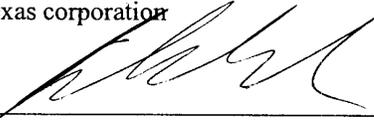
**BANK:**

**BANK OF AMERICA, N.A.,**  
a national banking association

By:   
Name: Michael G. Staunton  
Title: Senior Vice President

**DEBTOR:**

**WEST TEXAS AND LUBBOCK  
RAILROAD COMPANY, INC.,**  
a Texas corporation

By:   
Name: Edwin Ellis  
Title: President

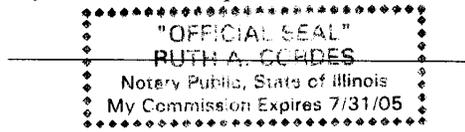


STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8<sup>th</sup> day of December, 2004, personally appeared Edwin Ellis to me known personally, and who, being by me duly sworn, deposes and says that he is the President of West Texas and Lubbock Railroad Company, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

Ruth A Cordes  
Notary Public

My Commission Expires:



Schedule 1

**LOCOMOTIVES**

WTLR Locomotives

<b>Mark</b>	<b>Number</b>	<b>Builder</b>	<b>Type</b>	<b>H.P.</b>	<b>Built</b>	<b>Serial #</b>	<b>Location</b>	<b>Owner</b>
1TNER	92	EMD	GP-9	1750	1957	11118	TNMR	WLTR
2TNER	107	EMD	GP-7	1500	1954	12065	WTLR	WLTR

Schedule 2

**RAILCARS**

WTLR does not own Railcars.