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September 2, 2005

VIA FEDERAL EXPRESS

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

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*BOARD CERTIFIED
TEXAS BOARD OF LEGAL SPECIALIZATION

JENKINS GARRETT
OF COUNSEL



RECORDATION NO. 25819 FILED

SEP 06 '05

12-23 PM

SURFACE TRANSPORTATION BOARD

RE: Filing of Security Agreement between The Frost National Bank, Secured Party, and Global One Transport, Inc. and Dial & Companies, Inc., Debtor

Dear Secretary Williams:

This firm represents The Frost National Bank. I have enclosed for recordation an original and one copy 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 August 29, 2005.

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

Secured Party: The Frost National Bank
777 Main Street, Suite 500
Fort Worth, Texas 76102

Debtor: Global One Transport, Inc.
3340 Camp Bowie Boulevard
Fort Worth, Texas 76107

Debtor: Dial & Companies, Inc.
3340 Camp Bowie Boulevard
Fort Worth, Texas 76107

A description of the railroad equipment covered by the document follows:

100 Rotary Dump Tub Gondola railroad cars of various manufacturers, as more particularly identified on Exhibit A, attached hereto and incorporated herein by this reference, and Debtors' leasehold interests therein pursuant to the following leases: (i) a lease between Global One Transport, Inc., as lessor, and Ohio Power Company, as lessee; (ii) a lease between Global One Transport, Inc., as sublessee, and Ohio Power Company, as sublessor; (iii) a lease between Global One Transport, Inc., as lessor, and Dial & Companies, Inc., as lessee; and (iv) a lease between Dial & Companies, Inc. as lessor, and Grand River Dam Authority, as lessee.

A fee of \$33.00 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: Debra Cheek
777 Main Street, Suite 3600
Fort Worth, Texas, 76102

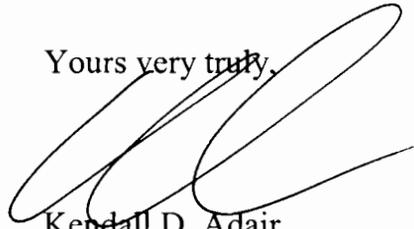
A short summary of the document to appear in the index follows:

Security Agreement between The Frost National Bank, Secured Party, 777 Main Street, Suite 500, Fort Worth, Texas 76102 and Global One Transport, Inc. and Dial & Companies, Inc., Debtor, 3340 Camp Bowie Boulevard, Fort Worth, Texas 76107 dated August 29, 2005, covering 100 Rotary Dump Tub Gondola railroad cars, and Debtors' leasehold interests therein. The 100 railroad cars are assigned serial numbers between HRLX 94001 and HRLX 94200, and the leases are as follows: (i) a lease between Global One Transport, Inc., as lessor, and Ohio Power Company, as lessee; (ii) a lease between Global One Transport, Inc., as sublessee, and Ohio Power Company, as sublessor; (iii) a lease between Global One Transport, Inc., as lessor, and Dial & Companies, Inc., as lessee; and (iv) a lease between Dial & Companies, Inc. as lessor, and Grand River Dam Authority, as lessee.

Vernon A. Williams
September 2, 2005
Page 3

You will also receive from me, under separate cover (but enclosed in this package), two (2) Partial Releases of Lien of Security Agreement dated August 31, 2005, executed by Wells Fargo Equipment Finance, Inc., which release the liens evidenced by security agreements which are recorded under the following recordation numbers: (i) Recordation Number 24796, as amended and restated by the security agreement evidenced by Recordation Number 24796-C; and (ii) Recordation Number 24849, as amended and restated by the security agreement evidenced by Recordation Number 24849-C. Please file these release documents prior to filing the Security Agreement dated August 29, 2005, between The Frost National Bank and Global One Transport, Inc. and Dial Companies, Inc., which is enclosed with this letter.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Kendall D. Adair', written over the typed name below.

Kendall D. Adair

Attorney for The Frost National Bank

KDA/sf
Enclosures

cc: Martin McDonald (Via E-Mail Only)
Terry Little (Via E-Mail Only)
Margaret Holland

SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS SECURITY AGREEMENT ("Agreement") is made as of the 29th day of August, 2005, by GLOBAL ONE TRANSPORT, INC. ("Global"), a Texas corporation, and DIAL & COMPANIES, INC. ("Dial & Cos."), a Texas corporation (hereinafter collectively called "Debtor", whether one or more), in favor of THE FROST NATIONAL BANK, a national banking association ("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 Global.

(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:

(i) The 100 Rotary Dump Railcars (the "Railcars") more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

(ii) Global's leasehold interest, as lessor, under that one certain railroad car lease agreement (the "Railcar Lease") dated August 1, 2005, by and between Global, as lessor, and Ohio Power Company ("OPC"), as lessee, covering the Railcars, and all rights accruing to Global under the Railcar Lease.

(iii) Global's leasehold interest, as sublessee, under that one certain railroad car lease agreement (the "OPC Sublease") dated August 1, 2005, by and between OPC, as sublessor, and Global, as sublessee, covering the Railcars, and all rights accruing to Global under the OPC Sublease.

(iv) Global's leasehold interest, as lessor, under that one certain railroad car lease agreement (the "Dial & Companies Lease") dated June 1, 2005, by and between Global, as lessor, and Dial & Cos., as lessee, covering the Railcars, and all rights accruing to Global under the Dial & Companies Lease.

(v) Dial & Cos.'s leasehold interest, as lessor, under that one certain railroad car lease agreement (the "Grand River Dam Lease") dated April 13, 2005, by and between

Dial & Cos., as lessor, and Grand River Dam Authority, as lessee, covering the Railcars, and all rights accruing to Global under the Grand River Dam Lease.

(vi) 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.

(vii) 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.

(viii) 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. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, IT IS AGREED BETWEEN THE PARTIES THAT DIAL& COS.' REPRESENTATIONS, WARRANTIES, AND COVENANTS SET FORTH HEREIN APPLY AND RELATE TO ONLY THE COLLATERAL DESCRIBED IN 2(c)(v) ABOVE.

(d) The term "Debtor Relief Laws" shall mean any applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

(e) The term “Indebtedness” shall mean (i) all indebtedness, obligations and liabilities of Borrower to Secured Party of any kind or character, 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 acquisitions 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), to the extent such indebtedness, obligations, and liabilities are now existing or hereafter arise under or are evidenced by that one certain promissory note (the “Note”) dated August 29, 2005, in the original principal amount of \$2,700,000.00, executed by Borrower and payable to the order of Secured Party; (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 and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above (collectively, the “Loan Documents”); (iv) all 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.

(f) 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.

(g) 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.

(h) 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 as of the date hereof:

(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 OPC, 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 Secured Party.

(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 OPC, 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 OPC 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 OPC 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 Bank, 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 OPC 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 shall obtain and maintain, or cause OPC to obtain and maintain, with companies having at least an A.M. Best "A" rating and financial size of "XII", the following insurance coverage: (i) an "all risk" physical damage insurance policy(ies) reasonably acceptable to Secured Party, with Secured Party named as loss payee, with a total limit of liability under such policy(ies) being the total replacement cost at the time of loss occurrence of all the railcars leased pursuant to the Railcar Lease; and (ii) commercial general liability insurance policy(ies), including contractual liability insurance, reasonably acceptable to Secured Party, and with a combined single limit of bodily injury liability, death and property damage liability of \$5,000,000.00 per occurrence, and shall furnish to Secured Party promptly upon request a certificate or certificates from the respective insurer(s) setting forth the nature and extent of all such insurance with premiums paid current.

All insurance policies shall be "occurrence" based policies, issued and maintained by insurers, with deductibles, and in form reasonably satisfactory to Secured Party, and those insurance policies covering the Collateral shall require that the insurer endeavor to send at least thirty (30) days prior written notice to Secured Party of any cancellation, lapse, expiration, reduction, or other change of coverage.

Any such insurance may be evidenced by blanket insurance policies covering the Collateral and other property and assets, provided that each policy otherwise complies with the requirements of the Loan Documents and specifies the amount (if less than all) of the total coverage that is allocated to the Collateral.

Not later than ten (10) days before the expiration date of any such insurance policy, Borrower shall deliver to Secured Party a binder or certificate of the insurer evidencing the renewal or replacement of that policy, with premiums paid current, together with (in the case of a renewal) a

copy of all endorsements to the policy, affecting the Collateral and not previously delivered to Secured Party, or (in the case of a replacement) an original or certified copy of the replacement policy, if such original or certificated copy is provided to Borrower. Borrower shall pay all premiums on policies required hereunder as they become due and payable and promptly deliver to Secured Party evidence satisfactory to Secured Party of the timely payment thereof. Borrower shall at all times comply with the requirements of the insurance policies required hereunder and of the issuers of such policies as applicable to or affecting the Collateral.

If Borrower fails to obtain or maintain the insurance required under the Loan Documents, (i) Borrower will indemnify and hold Secured Party harmless from and against any damage, loss, liability or expense resulting from all risks that would have been covered by the required insurance if so maintained; (ii) if any loss occurs, Secured Party shall nevertheless be entitled to the benefit of all insurance covering the loss and held by or for Borrower, to the same extent as if it had been made payable to Secured Party; and (iii) Secured Party has the right (but not the obligation) to obtain such insurance at Borrower's expense, which may at Secured Party's election be coverage for Secured Party's interest only, the costs and expenses so expended by Secured Party shall be due and payable by Borrower on demand, as part of the Indebtedness, even if in excess of the amount of the Note, and secured by the Loan Documents. If any insurer becomes insolvent or subject to any bankruptcy, receivership, or similar proceeding or if, in Secured Party's reasonable opinion, the financial responsibility of such insurer is or becomes inadequate, Borrower shall promptly obtain, or cause OPC to obtain, a like policy and deliver or cause to be delivered to Secured Party a satisfactory certificate of insurance issued by another insurer, which insurer and policy meet the requirements of the Loan Documents.

Upon any foreclosure under this Agreement or transfer of title to the Collateral in lieu of foreclosure, all of Borrower's right, title, and interest in and to the insurance policies referred to in this subparagraph (g) (including unearned premiums) and all proceeds payable thereunder shall thereupon vest in the purchaser at foreclosure or other such transferee to the extent permissible under such policies.

If: (i) an Event of Default then exists; or (ii) Borrower fails to do so promptly and diligently, then Secured Party has the right (but not the obligation) to make proof of loss for, settle, and adjust any claim under, and under all circumstances has the right to receive, as its interests appear, the proceeds of, all insurance for loss of or damage to the Collateral, and the costs and expenses (including reasonable attorneys' fees), appraisal costs, and consultant fees incurred by Secured Party in the adjustment and collection of insurance proceeds shall be due and payable by Borrower on demand, as part of the Indebtedness, even if in excess of the amount of the Loan, and secured by the Loan Documents. Secured Party shall not be, under any circumstances, liable or responsible for failure to collect or exercise diligence in the collection of any such proceeds or for the obtaining, maintaining, or adequacy of any insurance or for the failure to see to the proper application or any amount paid over to Borrower.

(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 and other leases or subleases specifically described herein, 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 OPC pursuant to the Railcar Lease and OPC's attendant right to move the Railcars, and the respective rights of the lessors and lessees (or sublessors and sublessees) set forth in the other

leases or subleases specifically described herein, Debtor will not cause or permit the removal of any Collateral from its possession, control and risk of loss 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) Lease Payments to Secured Party. Upon request by Secured Party following an Event of Default, Debtor will instruct OPC to make all lease payments under the Railcar Lease directly to Secured Party. Secured Party may, at its election, notify OPC of its rights hereunder and require OPC to make all lease payments under the Railcar Lease directly to Secured Party.

(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) A failure by Borrower to make any payment of principal or interest owing on the Note;

(b) A failure by Borrower or any other Obligated Party to comply with any of the other terms or conditions specified herein or in any of the other Loan Documents;

(c) The incorrectness of any material representation or warranty made by any Obligated Party to Secured Party in any of the Loan Documents or the omission of any information material to any such representation or warranty;

(d) Any default by Borrower under any material debt to any third party;

(e) The appointment of a receiver, trustee, conservator, or liquidator of Borrower, any Obligated Party, any of the Collateral or any material portion of any other Collateral of Borrower or any Obligated Party which, if granted ex parte, is not vacated or dismissed within sixty (60) days;

(f) Any levy, execution, attachment, garnishment, or sequestration is issued on any part of the Collateral or any other Collateral of any Obligated Party;

(g) A filing by Borrower or any Obligated Party of a voluntary petition in bankruptcy, seeking reorganization or rearrangement or taking advantage of any Debtor Relief Laws, or an answer by Borrower or any Obligated Party admitting the material allegations of a petition filed against them, in any bankruptcy, reorganization, insolvency, conservatorship, or other similar proceeding, or an admission by Borrower or any Obligated Party in writing of an inability to pay its or their debts as they become due;

(h) The failure of Borrower or any other Obligated Party to pay any money judgment against any such party in excess of \$50,000.00 before the expiration of thirty (30) days after such judgment becomes final unless Borrower has established a reserve or bond sufficient to Secured Party as determined within Secured Party's sole discretion;

(i) The making by Borrower or any other Obligated Party of a transfer in fraud of creditors or a general assignment for the benefit of creditors;

(j) The filing by any third party, against Borrower or any other Obligated Party, of any petition in any bankruptcy, reorganization, insolvency, conservatorship, or other similar proceeding which is not dismissed within sixty (60) days of such filing or the entry of an order, judgment, or decree by any court of competent jurisdiction adjudicating Borrower or any other Obligated Party as bankrupt or insolvent, or approving a petition seeking reorganization of Borrower or any other Obligated Party or an arrangement of their debts;

(k) The occurrence of any event or condition which results in, or with notice or lapse of time could result in, a default in the payment of any indebtedness or performance of any obligation of Borrower to Secured Party;

(l) The liquidation, termination, or dissolution of Borrower or any other Obligated Party;

(m) The transfer, whether voluntarily or by operation of law, of all or any part of the Collateral except as permitted by the Loan Documents;

(n) Any default by Borrower or OPC under the Railcar Lease that is not timely cured.

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) business 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, subject to the possessory right of the respective lessees or sublessees of the leases and subleases specifically described herein;

(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) subject to the possessory right of the respective lessees or sublessees of the leases and subleases specifically described herein, 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:

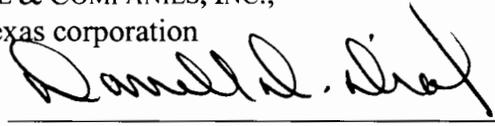
3340 Camp Bowie Blvd., Suite 200
Fort Worth, Texas 76107

DEBTOR:

GLOBAL ONE TRANSPORT, INC.,
a Texas corporation

By: 
Russell D. Dial, Vice President

DIAL & COMPANIES, INC.,
a Texas corporation

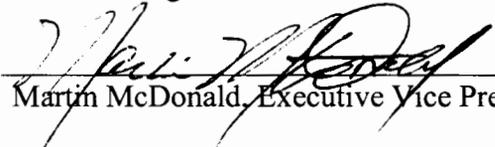
By: 
Darrell D. Dial, President

Secured Party's Address:

P.O. Box 1600
San Antonio, Texas 78296

SECURED PARTY:

THE FROST NATIONAL BANK,
a national banking association

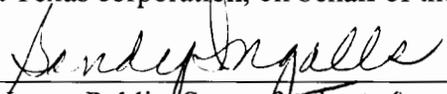
By: 
Martin McDonald, Executive Vice President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This document was acknowledged before me on August 30, 2005, by Russell D. Dial, Vice President of GLOBAL ONE TRANSPORT, INC., a Texas corporation, on behalf of the corporation.



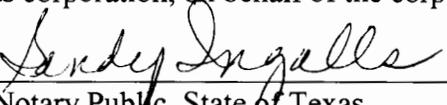

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This document was acknowledged before me on August 30, 2005, by Darrell D. Dial, President of DIAL & COMPANIES, INC., a Texas corporation, on behalf of the corporation.




Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This document was acknowledged before me on August 30, 2005, by Martin McDonald, Executive Vice President of THE FROST NATIONAL BANK, a national banking association, on behalf of the association.



Notary Public, State of Texas

After Recording Return To:
Harris, Finley & Bogle, P.C.
Attention: Debra Cheek
777 Main Street, Suite 3600
Fort Worth, Texas 76102-5341

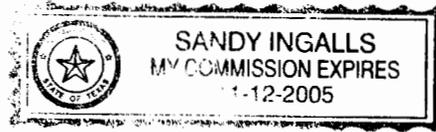


Exhibit A

Railcars

Exhibit A

CURRENT NUMBER		NEW NUMBER	
HRLX	94001	AEPX	94001
HRLX	94004	AEPX	94004
HRLX	94005	AEPX	94005
HRLX	94007	AEPX	94007
HRLX	94009	AEPX	94009
HRLX	94011	AEPX	94011
HRLX	94016	AEPX	94016
HRLX	94018	AEPX	94018
HRLX	94019	AEPX	94019
HRLX	94020	AEPX	94020
HRLX	94021	AEPX	94021
HRLX	94022	AEPX	94022
HRLX	94024	AEPX	94024
HRLX	94027	AEPX	94027
HRLX	94032	AEPX	94032
HRLX	94033	AEPX	94033
HRLX	94037	AEPX	94037
HRLX	94038	AEPX	94038
HRLX	94040	AEPX	94040
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HRLX	94043	AEPX	94043
HRLX	94045	AEPX	94045
HRLX	94050	AEPX	94050
HRLX	94053	AEPX	94053
HRLX	94057	AEPX	94057
HRLX	94058	AEPX	94058
HRLX	94059	AEPX	94059
HRLX	94062	AEPX	94062
HRLX	94064	AEPX	94064
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HRLX	94087	AEPX	94087
HRLX	94088	AEPX	94088
HRLX	94090	AEPX	94090
HRLX	94092	AEPX	94092
HRLX	94094	AEPX	94094
HRLX	94095	AEPX	94095
HRLX	94096	AEPX	94096
HRLX	94102	AEPX	94102
HRLX	94103	AEPX	94103
HRLX	94104	AEPX	94104

CURRENT NUMBER		NEW NUMBER	
HRLX	94108	AEPX	94108
HRLX	94114	AEPX	94114
HRLX	94122	AEPX	94122
HRLX	94127	AEPX	94127
HRLX	94130	AEPX	94130
HRLX	94135	AEPX	94135
HRLX	94136	AEPX	94136
HRLX	94138	AEPX	94138
HRLX	94146	AEPX	94146
HRLX	94147	AEPX	94030
HRLX	94149	AEPX	94149
HRLX	94150	AEPX	94150
HRLX	94151	AEPX	94151
HRLX	94152	AEPX	94152
HRLX	94153	AEPX	94003
HRLX	94154	AEPX	94025
HRLX	94155	AEPX	94155
HRLX	94156	AEPX	94017
HRLX	94157	AEPX	94026
HRLX	94158	AEPX	94158
HRLX	94159	AEPX	94008
HRLX	94160	AEPX	94160
HRLX	94161	AEPX	94034
HRLX	94162	AEPX	94162
HRLX	94163	AEPX	94163
HRLX	94164	AEPX	94029
HRLX	94165	AEPX	94165
HRLX	94166	AEPX	94166
HRLX	94167	AEPX	94167
HRLX	94168	AEPX	94006
HRLX	94169	AEPX	94169
HRLX	94170	AEPX	94170
HRLX	94171	AEPX	94171
HRLX	94172	AEPX	94172
HRLX	94173	AEPX	94035
HRLX	94175	AEPX	94175
HRLX	94177	AEPX	94177
HRLX	94179	AEPX	94023
HRLX	94180	AEPX	94180
HRLX	94181	AEPX	94010
HRLX	94183	AEPX	94183
HRLX	94184	AEPX	94002
HRLX	94185	AEPX	94185
HRLX	94187	AEPX	94012
HRLX	94188	AEPX	94015
HRLX	94189	AEPX	94189
HRLX	94191	AEPX	94191
HRLX	94197	AEPX	94197
HRLX	94198	AEPX	94031
HRLX	94200	AEPX	94200