

RECORDATION NO. 26363 FILED

MAY 26 '06 10-05 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

May 23, 2006

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 May 22, 2006, 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: RZB Finance LLC
24 Grassy Plain Street
Bethel, CT. 06801

Debtors: Eagle Everest LLC
5430 LBJ Freeway, Suite 1575
Dallas, Texas 75240-2641

Everest Railcar Services, Inc.
1533 W. Enterprise Drive
Fayetteville, AR 72704

Mr. Vernon A. Williams
May 23, 2006
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A description of the railroad equipment covered by the enclosed document is:

64 covered hopper cars: HWCX 1000 – 1055 and SFS 700 – SFS 707.

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 \$34.00 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,

A handwritten signature in cursive script, appearing to read "Edward M. Luria".

Edward M. Luria

RWA/sem
Enclosures

MAY 26 '06 10-05 AM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF SECURITY AGREEMENT

THIS MEMORANDUM OF SECURITY AGREEMENT, dated as of May 22, 2006, by and among RZB FINANCE LLC ("Secured Party"), EAGLE EVEREST LLC ("Borrower"), and EVEREST RAILCAR SERVICES, INC. ("ERSI" and, together with Borrower, "Debtors") is made with reference to the following:

1. Secured Party has agreed to make available to Borrower a loan secured under that certain Security Agreement dated as of May 1, 2006 (the "Security Agreement"), among Secured Party and Debtors.

2. Pursuant to the Security Agreement, Debtors grant to Secured Party a security interest in all of Debtors' right, title and interest in and to: (i) the rail cars described on Exhibit A attached hereto and made a part hereof and in and against all additions, attachments, accessories and accessions to such property and all substitutions, replacements or exchanges therefor, (ii) all leases and utilization agreements with respect to such property, including the Railcar Master Lease Agreement, dated as of December 7, 2005, between Eagle Everest LLC and Halliburton Energy Services Inc. (Railcar Master Lease No. HES-805) and Supplement No. 01, dated December 7, 2005, and any and all rents and other amounts payable thereunder or in connection therewith and all chattel paper, accounts, security deposits relating thereto, and (iii) all insurance and/or other proceeds thereof.

3. The Security Agreement shall be effective as of the date hereof.

This Memorandum of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one Memorandum of Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Security Agreement to be executed by its duly authorized officer as of the date first above written.

SECURED PARTY:

RZB FINANCE LLC

By: Pamela E. Flynn

Name: **PAMELA E. FLYNN**
Title: **VICE PRESIDENT**

By: Griselda Alvizo

Name: **GRISELDA ALVIZO**
Title: **VICE PRESIDENT**

DEBTORS:

EAGLE EVEREST LLC

By: [Signature]

Co-Manager

EVEREST RAILCAR SERVICES, INC.

By: [Signature]

President

STATE OF Arkansas
COUNTY OF Washington ss:

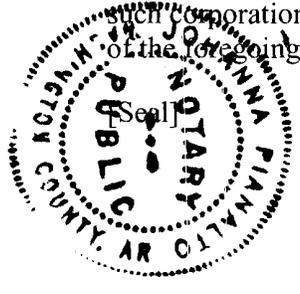
On this 18 day of MAY, 2006, before me personally appeared STEVEN HENDRICKS to me personally know, who, by me being duly sworn, says that he is the CO-MANAGER of EAGLE EVEREST, LLL, that the foregoing instrument was signed on behalf of such corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Johanna Panalto
Notary Public
My commission expires 5-13-2013

STATE OF Arkansas
COUNTY OF Washington ss:

On this 18 day of MAY, 2006, before me personally appeared STEVEN HENDRICKS to me personally know, who, by me being duly sworn, says that he is the PRESIDENT of EVEREST RAILCAR SERVICE, that the foregoing instrument was signed on behalf of such corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

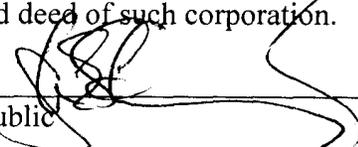


Johanna Panalto
Notary Public
My commission expires 5-13-2013

STATE OF New York)
) ss:
COUNTY OF New York)

On this 22nd day of May, 2006, before me personally appeared Pamela E. Flynn to me personally know, who, by me being duly sworn, says that she is the Vice President of RZB Finance LLC, that the foregoing instrument was signed on behalf of such corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

[Seal]



Notary Public

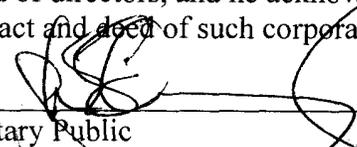
My commission expires 12/10/06

STATE OF New York)
) ss:
COUNTY OF New York)

JOHN E. SCHMELTZER III
Notary Public, State of New York
No. 02SC4730655
Qualified in New York County
Commission Expires Dec. 10, 2006

On this 22nd day of May, 2006, before me personally appeared Griselda Elvigo, to me personally know, who, by me being duly sworn, says that she is the Vice President of RZB Finance LLC, that the foregoing instrument was signed on behalf of such corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

[Seal]



Notary Public

My commission expires 12/10/06

JOHN E. SCHMELTZER III
Notary Public, State of New York
No. 02SC4730655
Qualified in New York County
Commission Expires Dec. 10, 2006

EXHIBIT A

<u>Quantity</u>	<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Year</u>	<u>Model/Type of Equipment</u>
56	Pullman Standard	HWCX 1000 to and including HWCX 1055	1967	100-ton, 3,150 cubic foot two pocket covered Hopper cars
8	Greenhill Still	SFS 700 to and including SFS 707	1978-1982	100-ton, 2,500 cubic foot gondola cars