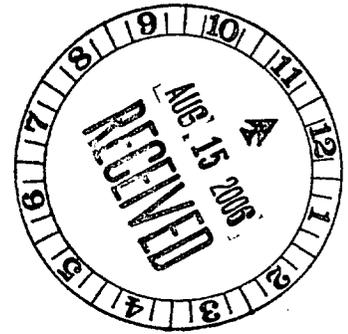




BANK OF BENNINGTON

August 1, 2006



RECORDATION NO. 26511 FILED

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

AUG 15 '06

4-20 PM

SURFACE TRANSPORTATION BOARD

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 Commercial Security Agreement, dated July 25, 2006, a primary document as defined in the Board's Rules for Recordation of Documents.

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

Lender: Bank of Bennington
12212 North 156th Street
Bennington, NE 68007

Grantor/Borrower: Consolidated Logistics Solutions, Inc.
13401 Binney Street
Omaha, NE 68164

A description of the railroad equipment covered by the enclosed document is:
One(1) 27,700 cubic ft. covered railcar with number GLNX #2700.

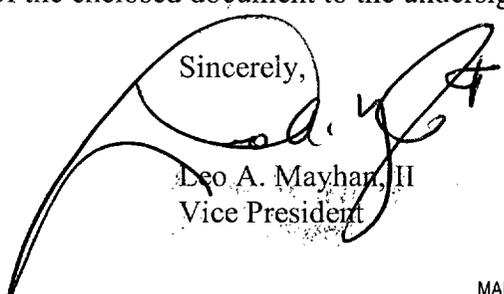
A short summary of the document to appear in the index is:

Memorandum of Commercial Security Agreement

Also enclosed is a check in the amount of \$33.00 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.

Sincerely,



Leo A. Mayhan, II
Vice President

MAIN BANK

12212 North 156th St., Bennington, NE 68007

MAPLE BRANCH

15645 Spaulding St., Omaha, NE 68116

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MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT (THIS "Memorandum") is made this 25th day of July, 2006 by and between CONSOLIDATED LOGISTICS SOLUTIONS, INC., a Nebraska corporation ("Borrower") and BANK OF BENNINGTON, a state-chartered Federal Reserve Member bank ("Bank")

- A. The Borrower and the Bank are parties to that certain Loan dated July 25, 2006, (the "Loan ") pursuant to which the Bank agreed to make a loan to Borrower.
- B. To secure the Borrower's Obligations(as defined in the Loan) to the Bank, the Borrower executed and delivered to the Bank a Commercial Security Agreement dated as of July 25,2006, pursuant to which the Borrower granted to the Bank a continuing, first priority security interest in and to and lien on the following collateral :
 - (a) One 2,700 cubic ft. covered hopper railcar with number GLNX #2700.
 - (b) All improvements,additions,modifications,accessions,attachments, appurtenances and parts appertaining or attached to the Railcar, whether now owned or hereafter acquired;
 - (c) All logs,books and records pertaining to the use,operation and/or/maintenance of the Railcar or otherwise relating to any of the collateral described herein;
 - (d) All rights,claims and causes of action,if any,which the Borrower may have now or in the future against any manufacturer,rebuilder,or seller of the Railcar (or any component thereof) or any other Person,by contract or otherwise,in respect to any defect in the Railcar or any part thereof;
 - (e) Any agreement now or hereafter entered into for leasing the Railcar to any third party,including without limitation the MEMORANDUM OF (COLLATERAL) ASSIGNMENT OF LEASE DATED May 1,2006, by and between Everest Railcar Services, Inc.an Arkansas Corporation("Assignor") and Borrower("Assignee") and the right to receive all payments and other sums due and to become due from time to time thereunder,to receive all notices and give consents,to exercise any election or option,to declare defaults and to demand payment of any sum due in connection therewith;
 - (f) All rent, damages and other moneys from time to time payable to or receivable by the Borrower in respect to the Railcar;
 - (g) All proceeds(cash and non-cash),including insurance proceeds,settlement proceeds and condemnation awards thereof.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

