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December 19, 2007

RECORDATION NO. 27301 FILED

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SURFACE TRANSPORTATION BOARD

Ms. Barbara Saddler
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Dear Barbara,

Enclosed for recording with the Surface Transportation Board is a Security Agreement dated December 19, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents. The filing fee of \$35.00 should be placed on our account, the application for which has been submitted to the accounting department according to our conversation of December 19, 2007.

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

Lender: Hancock Bank of Alabama
127 Dauphin Street, Suite 101
Mobile, Alabama 36602

Grantor/
Debtor: Railsouth Capital, LLC
3510 Montlimar Plaza Drive
Mobile, Alabama 36616

Equipment: thirty two (32) 23,500 gallon tank cars, twenty (20) of which were built in 1980 and twelve (12) of which were built in 1981 identified and described in Exhibit A.

Summary: Security Agreement dated 12/19/07 between Hancock Bank of Alabama as Lender and Railsouth Capital, LLC as Grantor including 32 Railcars attached hereto.

Yours truly,

Clifford C. Brady

CCB/ebb
Enclosures

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SURFACE TRANSPORTATION BOARD

Railsouth Capital, LLC
3510 Montlimar Plaza Drive
Mobile, Alabama 36616
(Hereinafter referred to as "Debtor")

Hancock Bank of Alabama
127 Dauphin Street, Suite 101
Mobile, Alabama 36602
(Hereinafter referred to as "Bank")

SECURITY AGREEMENT

This Security Agreement is made this 19th day of December, 2007 by Railsouth Capital LLC, an Alabama Limited Liability Company, hereinafter referred to as "Debtor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of Hancock Bank of Alabama ("Secured Party").

Debtor is obligated to Bank pursuant to a Promissory Note in the principal amount of \$1,280,000.00 executed by Debtor in favor of Bank of even date herewith.

To secure payment of all obligations and liabilities of Borrower, and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, obligations to Secured Party on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, collateral assignments of rents and contract rights, endorsements, continuing guaranties and this Security Agreement (collectively, the "Obligations"), Debtor pledges to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against, (a) all property of Debtor or in which Debtor has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Secured Party, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations, and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, and other tax-deferred retirement accounts) and (b) the following described property, now or hereafter owned by Debtor and wherever located:

- all accounts, inventory and chattel paper all chattel paper
- all property described on Exhibit A all general intangibles
- all documents all equipment described on Exhibit A

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). The terms "accounts," "instruments," "account debtor,"

"documents," "equipment," "general intangibles," "inventory," "chattel paper," "investment property," "deposit accounts," "securities accounts," "financial assets" and "proceeds" shall have the meanings provided in the Alabama Uniform Commercial Code.

All Collateral shall remain subject to this Security Agreement until all of the Obligations have been paid and any financing statements filed in connection with this Security Agreement have been terminated. Secured Party may renew certificates of deposit or other renewable items included in the Collateral. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Debtor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may request.

Debtor represents and warrants that (a) Secured Party shall at all times have a perfected first priority security interest in the Collateral free of all other security interests, liens and claims, and (b) the description and identification of the Collateral and Debtor's name, social security or taxpayer identification number, and principal residence or chief executive office are correctly stated herein. Debtor shall act to toll the statute of limitations with respect to the Collateral no later than sixty (60) days prior to the date on which enforcement would be barred, and shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Debtor represents that the Collateral is in good repair and condition and that Debtor shall use reasonable care to prevent Collateral from being damaged or depreciating, normal wear and tear excepted. Debtor shall immediately notify Bank of any material loss or damage to Collateral. Should any Collateral decline in value after the date of this Security Agreement, Debtor shall, within five (5) days after receiving notice from Secured Party of such decline in value, grant a security interest in additional property satisfactory to Secured Party. Debtor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. To the extent that any stocks, bonds or other securities are included in the Collateral, Debtor (a) covenants not to vote any Collateral in any manner that would adversely affect Secured Party's rights and (b) authorizes Secured Party, in its discretion, to transfer to or register in its name or the name of its nominee any of the Collateral, with or without indication of the security interest herein created. Secured Party is not obligated to take any of the foregoing actions or to preserve Debtor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

If Debtor's accounts are subject to this Security Agreement, Debtor agrees to administer its accounts and the proceeds thereof in a fiduciary capacity for Secured Party, take all actions necessary to collect the accounts, and immediately deposit all proceeds of the accounts into Debtor's deposit account with Secured Party. Upon request, Debtor shall at any time (a) furnish to Secured Party within ten (10) days a list of the accounts, showing the name, address and the amount owed by each account debtor, and (b) mark on all bills, invoices and statements issued in

connection with the accounts that the account is subject to a security agreement with Secured Party and is payable to Secured Party at Secured Party's address. If Debtor accepts chattel paper or instruments in payment of accounts, goods or services, Debtor shall promptly deliver all such chattel paper and instruments to Secured Party in negotiable form.

Debtor shall at all times permit Secured Party, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Debtor shall furnish all assistance and information that Secured Party may require to conduct such inspections and verifications. Upon request, Debtor, at its expense, shall cause or permit an independent certified public accountant, appraiser or other expert selected by Secured Party to prepare and deliver to Secured Party a verification of the existence, condition or value of the Collateral.

Debtor shall not alienate or encumber the Collateral, except for sales of inventory, goods or services in the ordinary course of Debtor's business. Debtor shall not create or permit to exist any lien, claim or security interest on the Collateral except in favor of Secured Party. Debtor shall not, without the prior written consent of Secured Party (a) change Debtor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from the locations disclosed on Schedule 1.

If Debtor or Borrower defaults in the timely payment or performance of any of the Obligations, or if any warranty or representation of Debtor or Borrower to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Debtor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under writ issued in execution of judgment obtained upon the Obligations, or under other legal procedure. Debtor grants to Secured Party an irrevocable power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Debtor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Debtor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

Without releasing or affecting any of its rights, Secured Party may, one or more times, in its sole discretion, without notice to or the consent of Debtor or Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Debtor, Borrower or any other party; (b) release, exchange, modify, or surrender in whole or in part Secured Party's rights with respect to any collateral for the Obligations; (c) modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Debtor or Borrower; (e) change its manner of doing business with Debtor, Borrower or any

other party; or (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations, and Debtor hereby expressly waives any defenses arising from any such actions. The obligations of Debtor hereunder shall be joint and several and shall bind and obligate Debtor's successors, heirs and assigns. No failure on the part of Bank to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Bank or any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided in law, in equity, or in other Loan Documents. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. No waiver, amendment or modification of any provision of this Security Agreement shall be valid unless in writing and signed by Debtor and an officer of Bank. No waiver by Bank of any Default shall operate as a waiver of any other Default or of the same Default on a future occasion. All rights of Bank hereunder are freely assignable, in whole or part, and shall inure to the benefit of and be enforceable by Bank, its successors, assigns and affiliates. Debtor shall not assign its rights and interest hereunder without the prior written consent of Bank, and any attempt by Debtor to assign without Bank's prior written consent is null and void. Any assignment shall not release Debtor from the Obligations. This Security Agreement shall be binding upon Debtor, and the heirs, personal representatives, successors, and assigns of Debtor. This Security Agreement shall be governed by the internal laws of the State of Alabama, provided that where Collateral is located in a jurisdiction other than Alabama, remedies available to Secured Party hereunder and under the laws of such jurisdiction shall be available to Secured Party without regard to any restriction of Alabama law. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

In witness whereof, Debtor has caused this Security Agreement to be executed under seal on this 9th day of December, 2007.

SECURED PARTY:

Hancock Bank

DEBTOR:

Railsouth Capital, LLC

By: Walter C. Hafner III

As Its: MANAGER

I, WALTER C. HAFNER III, certify that I am a member of Railsouth Capital LLC, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare (certify, verify or state) under penalty of

perjury that the foregoing is true and correct. Executed on the 19th day of December, 2007.

Exhibit A

Equipment: 23,500 gallon tank cars, 20 of which were built in 1980
and 12 of which were built in 1981

Quantity: Thirty-two (32)

CURRENT		CURRENT				NEW		NEW
car_init	car_no	maker	icc aar spec	capacity	built date	Car Initial	Car Number	
CHVX	280005	TRIN	111A100W3	23629	07/01/80	WCHX	23415	
CHVX	280007	TRIN	111A100W3	23668	06/01/80	WCHX	23416	
CHVX	280009	TRIN	111A100W3	23661	06/01/80	WCHX	23417	
CHVX	280022	TRIN	111A100W3	23640	07/01/80	WCHX	23418	
CHVX	280025	TRIN	111A100W3	23650	07/01/80	WCHX	23419	
CHVX	280029	TRIN	111A100W3	23677	08/01/80	WCHX	23420	
CHVX	280046	TRIN	111A100W3	23643	06/01/80	WCHX	23421	
CHVX	280065	TRIN	111A100W3	23655	05/01/80	WCHX	23422	
CHVX	280066	TRIN	111A100W3	23643	05/01/80	WCHX	23423	
CHVX	280085	TRIN	111A100W3	23641	07/01/80	WCHX	23424	
CHVX	280086	TRIN	111A100W3	23620	07/01/80	WCHX	23425	
CHVX	280103	TRIN	111A100W3	23654	06/01/80	WCHX	23426	
CHVX	280110	TRIN	111A100W3	23641	07/01/80	WCHX	23427	
CHVX	280113	TRIN	111A100W3	23685	07/01/80	WCHX	23428	
CHVX	280118	TRIN	111A100W3	23654	07/01/80	WCHX	23429	
CHVX	280120	TRIN	111A100W3	23631	07/01/80	WCHX	23430	
CHVX	280121	TRIN	111A100W3	23641	07/01/80	WCHX	23431	
CHVX	280122	TRIN	111A100W3	23633	07/01/80	WCHX	23432	
CHVX	280123	TRIN	111A100W3	23653	07/01/80	WCHX	23433	
CHVX	280124	TRIN	111A100W3	23654	07/01/80	WCHX	23434	
CHVX	281136	TRIN	111A100W1	23632	01/01/81	WCHX	23435	
CHVX	281140	TRIN	111A100W1	23646	01/01/81	WCHX	23436	
CHVX	281143	TRIN	111A100W1	23660	01/01/81	WCHX	23437	
CHVX	281144	TRIN	111A100W1	23636	01/01/81	WCHX	23438	
CHVX	281145	TRIN	111A100W1	23652	01/01/81	WCHX	23439	
CHVX	281148	TRIN	111A100W1	23640	02/01/81	WCHX	23440	
CHVX	281149	TRIN	111A100W1	23644	02/01/81	WCHX	23441	
CHVX	281152	TRIN	111A100W1	23652	01/01/81	WCHX	23442	
CHVX	281154	TRIN	111A100W1	23643	02/01/81	WCHX	23443	
CHVX	281156	TRIN	111A100W1	23627	01/01/81	WCHX	23444	
CHVX	281159	TRIN	111A100W1	23642	01/01/81	WCHX	23445	
CHVX	281160	TRIN	111A100W1	23631	01/01/81	WCHX	23446	