

ROSS, BANKS, MAY, CRON & CAVIN, P.C.
Attorneys at Law

Jim D. Hamilton
Shareholder
- Also Licensed in Colorado

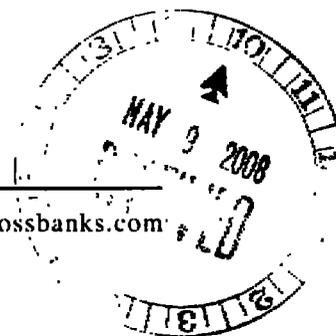
e-mail: jdhamilton@rossbanks.com

RECORDATION NO. 27497 FILED

May 8, 2008

MAY 09 '08

2-33PM



Secretary
Surface Transportation Board
395 "E" Street SW
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Via Overnight Delivery

Re: That certain note in the original principal amounts of \$350,000.00 executed by **Dean H. Maddox, Jerry Jie Sun and Albert S. Reed, Sr.** and payable to Bank of Houston ("Loan")
Our File No. 4003-112

Dear Secretary:

On behalf of Bank of Houston, I hereby submit for filing and recording an executed original of a primary document, not previously recorded, entitled Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement ("Mortgage") dated January 23, 2008.

The parties to the Mortgage are:

Bank of Houston, as Mortgagee
750 Bering Dr., Suite 100
Houston, Harris County, Texas 77057

MRS Fleet, LLC, as Mortgagor
3708 Audubon Place
Houston, Harris County, Texas 77006

Dean H. Maddox, Jerry Jie Sun and Albert S. Reed, Sr., as Debtor
3708 Audubon Place
Houston, Harris County, Texas 77006

A short summary of the Mortgage is as follows:

Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement dated **January 23, 2008** between Bank of Houston, as Mortgagee, and **MRS Fleet, LLC**, referred to herein as Mortgagor, covering **forty nine(49)** railroad cars described in the Exhibit "A" attached to the Railcar Mortgage and assignment of any management

Secretary
Surface Transportation Board
May 8, 2008
Page 2

agreements and/or any leases of the Railcars now, or hereinafter, applicable to all or any portion of the above-described railroad cars, securing the indebtedness of **Dean H. Maddox, Jerry Jie Sun and Albert S. Reed, Sr.**, as Debtor, **3708 Audubon Place, Houston, Harris County, Texas 77006.**

The said Mortgage, among other things, acts to grant a security interest by the Mortgagor in and to the **forty nine (49)** railroad cars described in the attached Exhibit "A" and assignment of any management agreements and/or any leases of the Railcars now, or hereinafter, applicable to all or any portion of the above-described railroad cars.

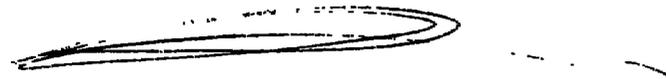
Enclosed is a check in the amount of **\$35.00** in payment of the filing fee. The file-stamped copy of the Mortgage should be returned to the undersigned in the enclosed self addressed stamped envelope.

Thank you for your assistance and please do not hesitate to contact me at (713) 626-1200 should you have any questions or need additional information.

Thank you.

Very truly yours,

ROSS, BANKS, MAY, CRON & CAVIN, P.C.



Jim D. Hamilton
For the Firm

JDH/re
Enclosure(s)

**RAILROAD CAR MORTGAGE, SECURITY AGREEMENT
ASSIGNMENT OF INTEREST IN LEASES
AND FINANCING STATEMENT**



MORTGAGOR: MRS Fleet, LLC
3708 Audubon Place
Houston, Harris County, Texas 77006

RECORDATION NO. 27497 FILED

MORTGAGEE: Bank of Houston
750 Bering Drive, Suite 100
Houston, Harris County, Texas 77057

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SURFACE TRANSPORTATION BOARD

DEBTOR: Dean H. Maddox, Jerry Jie Sun and Albert S. Reed, Sr.
3708 Audubon Place
Houston, Harris County, Texas 77006

COLLATERAL: All of Mortgagor's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in the **forty nine (49)** Rail Cars being purchased and all of the Mortgagor's owned Rail Cars, all as described in the attached Exhibit "A" and any leases and management agreements relating thereto.

**RAILROAD CAR MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF INTEREST IN LEASES AND
FINANCING STATEMENT**

Date: January 23, 2008

THIS RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT ("Agreement") made and entered into by and between Bank of Houston, whose address is 750 Bering Dr., Suite 100, Houston, Harris County, Texas 77057 (whether one or more "Secured Parties") and MRS Fleet, LLC (whether one or more "Mortgagor"), whose address is 3708 Audubon Place, Houston, Harris County, Texas 77006, as follows:

1. **Indebtedness.** The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred of **Dean H. Maddox, Jerry Jie Sun and Albert S. Reed, Sr.** ("Debtor") including, but not limited to, those provided for in that certain note in the original principal amount of **\$350,000.00** payable to Bank of Houston ("Note"), together with all renewals, extensions and rearrangements thereof (the "Indebtedness").

2. **Agreement and Collateral.** For value received, Mortgagor hereby grants to Secured

Party a security interest ("Security Interest") in the following described railroad cars and certain leases relating thereto, together with the additional property described in paragraph 3F hereof ("Collateral"), to-wit:

- (i) Railcars: the **forty nine (49)** rail cars being purchased and all of the Mortgagor's owned Rail Cars, all bearing the numbers set forth in Exhibit "A" attached hereto and made a part hereof for all purposes and management agreements relating thereto;
- (ii) The rights of the Mortgagor under certain lease agreements now, or hereinafter, applicable to all or any portion of the above-described rail cars, including, but not limited to, those certain lease agreements (herein collectively the "Lease Agreements") described in the Lease Certificate of even date herewith, and all amendments to such agreements;
- (iii) All Accounts, all Commercial Tort Claims, all Chattel Paper (whether Tangible or Electronic), all General Intangibles, all Instruments and Proceeds, as those terms are defined in the UCC, and all books and records relating to or arising out of any of the items described in items (i) and (ii) above, and all files, correspondence, computer programs, tapes, discs and related data processing software owned by the Mortgagor in which the Mortgagor has an interest, and which contains the information concerning or relating to any of the foregoing, as they relate to any of the items described in subsections (i) and (ii) above.

"UCC" means Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time.

3. Mortgagor's Warranties, Covenants and Further Agreements.

A. Title. Except for any Security Interest granted to Mortgagee, Mortgagor owns or on acquisition will own, the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Mortgagor will, at Mortgagor's cost, keep the Collateral free from any other lien, security interest, encumbrance or claim, and defend the Security Interest and Mortgagor's rights in the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Mortgagor is the duly registered owner of the Collateral pursuant to a proper registration under the Revised Interstate Commerce Act, as amended, and Mortgagor qualifies in all respects as a citizen of the United States as defined in said Act. Mortgagor or has the power and authority to execute and deliver this Agreement. The execution, delivery, and performance of this Agreement by Mortgagor do not and will not violate any law or any rule, regulation or order of any governmental authority. This Agreement and any instrument or

(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim, or defense.

B. Recorded Instruments. No conveyance, financing statement or other instrument affecting Mortgagor's title to the Collateral or any part thereof is on file in any public office. At Secured Party's request Mortgagor will execute all financing statements and other instruments and take all other actions deemed necessary by Secured Party to perfect the Security Interest and Mortgagor will pay all costs thereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral shall be sufficient as a financing statement and may be filed as a financing statement. The address of Mortgagor designated at the beginning of this Agreement is Mortgagor's place of business if Mortgagor has only one place of business; Mortgagor's chief executive office if Mortgagor has more than one place of business; or Mortgagor's residence if Mortgagor has no place of business.

C. Assignment. Other than in the ordinary course of business, Mortgagor will not sell, lease, rent, charter, or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Indebtedness, the Collateral and this Agreement.

D. Insurance. Mortgagor shall be responsible for any loss of or damage to the Collateral. Mortgagor shall at its own expense insure the Collateral against property damage and carry insurance against public liability in such amounts and with such insurers as are acceptable to Secured Party. Mortgagor shall name Secured Party or cause Secured Party to be named as an additional insured under all policies of liability insurance and as the mortgagee and loss payee under all policies of casualty insurance. Secured Party is hereby authorized in its own name and in the name of Mortgagor to collect, adjust, and settle any claims under any policies of casualty insurance and to endorse any checks, drafts, or instruments in connection therewith. Secured Party may apply any proceeds from casualty insurance to the Indebtedness in such manner as Secured Party may elect. All policies of insurance shall provide for written notice to Secured Party at least THIRTY (30) days prior to cancellation. If Mortgagor fails to obtain or maintain any insurance required hereunder or fails to provide evidence of such insurance in form and content satisfactory to Secured Party, Secured Party, at its option and in addition to its other remedies, may obtain substitute insurance, or may obtain insurance that covers only the Secured Party's interest in the Collateral. Secured Party may add to the Indebtedness the premium advanced by Secured Party for any such insurance, and may charge interest on the amount of such premium at the maximum rate permitted by applicable law.

NOTICE TO MORTGAGOR: In connection with the Note, Mortgagor is required to:

1. Keep the Collateral for the Loan insured against damage in, at least, an amount that Secured Party specifies;
2. Purchase the insurance from an insurer that is authorized to do business in the State of Texas or an eligible surplus lines insurer;

3. Name Secured Party as the party to be paid under the policy in the event of loss; and
4. Deliver to Secured Party a copy of the insurance policy and proof of payment of insurance premiums.

If Mortgagor fails to meet any of these requirements, the Secured Party may obtain collateral protection insurance on Mortgagor's behalf at Mortgagor's expense. If Secured Party purchases insurance for collateral, then Mortgagor will be responsible for the cost of that insurance, including interest and any other charges incurred by Secured Party in connection with obtaining the collateral protection insurance.

E. Maintenance. Mortgagor will maintain and keep the Collateral in good condition and repair and will maintain, service, repair, overhaul, and test the Collateral so as to keep the Collateral in good operating condition in conformity with any applicable mandatory manufacturer's operating manual, instructions or service bulletins and the Collateral shall be maintained in good standing at all times under all applicable federal and state law. Mortgagor agrees that the Collateral will not be maintained, used, or operated in violation of any policy of insurance or any law or any rule, regulation, or order of any governmental authority having jurisdiction. Mortgagor will maintain all records, logs, and other materials required by applicable state and federal law and regulation to be maintained in respect of the Collateral, and Secured Party or its agents shall have the right to inspect the Collateral and examine, audit, and copy all records, logs, and other material relating to the Collateral. Mortgagor will not enter into any maintenance interchange or pooling arrangement affecting the Security Interest in the Collateral, or any part thereof. At any time Mortgagor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Mortgagor's business and financial condition, as Secured Party may require. Mortgagor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses, and premiums for the repair, maintenance, and preservation of the Collateral, and all sums so expended shall be part of the Indebtedness and shall bear interest at the maximum rate permitted by applicable law.

F. Additional Property. The Collateral includes (i) all products and proceeds of, accessions to, and substitutions and replacements for, the property described in Paragraph 2 above and all leases, subleases, rental agreements, charter agreements, and other agreements relating to the property described in Paragraph 2 above, including, but not limited to, Mortgagor's right to receive any and all rents, lease payments, fees or other amounts under such leases, subleases or agreements, and (ii) all books, logs, records, registrations, schedules, and warranties that relate to the Collateral. Secured Party shall have the right to set off and apply against the Indebtedness or any part thereof at any time, without notice to Mortgagor, any and all deposits or other sums at any time credited by or due from Secured Party to Mortgagor, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), which deposits and other sums shall at all times constitute additional security for the Indebtedness. Mortgagor will immediately deliver all additional

property to Secured Party upon receipt by Mortgagor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Secured Party's Security Interest or if otherwise required pursuant to this Agreement. The Collateral shall not include, in the case of consumer goods, any after-acquired property other than accessions and property acquired within TEN (10) days after Secured Party has given value to Mortgagor.

G. Change of Location. Mortgagor agrees that the Collateral will normally not be operated or located outside the FORTY-EIGHT (48) states constituting the continental United States. Notwithstanding the foregoing, the Mortgagor has advised the Secured Party that, from time to time, its ordinary customers may seek to route elements of the Collateral to Alaska, Canada and Mexico. The Mortgagor warrants that should any of the Collateral be routed to Mexico, the obligation of the party using the Collateral in Mexico shall impose upon that party full responsibility for all wear, tear and damage which occurs to the Collateral while located in Mexico.

H. Condition. The Collateral is currently in good working order. Mortgagor will at all times keep the Collateral duly registered with the Surface Transportation Board and all other federal and state authorities having jurisdiction, and will not allow such registration at any time to expire, or to be suspended, revoked, cancelled or terminated.

I. Notice of Changes. Mortgagor will immediately notify Secured Party of any change occurring in or to the Collateral, of any change in Mortgagor's principal place of business, chief executive office, or residence, or of any change in any fact or circumstance warranted or represented by Mortgagor to Secured Party, or if any event of default under this Agreement occurs.

J. Indemnity. Mortgagor hereby agrees to indemnify and hold Secured Party harmless from and against any and all present and future claims, actions, liabilities, and damages arising in connection with this Agreement, the Indebtedness, or the Collateral, and all costs and expenses (including attorneys' fees) incurred by Secured Party in respect thereof.

4. Rights of Secured Party. Mortgagor hereby appoints Secured Party as Mortgagor's attorney-in-fact to do any act which Mortgagor is obligated by this Agreement to do, to exercise all rights of Mortgagor in the Collateral, and to do all things deemed necessary by Secured Party to perfect the Security Interest and preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, all at Mortgagor's cost and without any obligation on Secured Party so to act, including, but not limited to, transferring title into the name of Secured Party, or its nominee, or receipting for, settling, or otherwise realizing upon the Collateral. Secured Party may, in its discretion, require Mortgagor to give possession or control of the Collateral to Secured Party; take control of the Collateral or proceeds thereof and use cash proceeds to reduce any part of the Indebtedness; require additional Collateral; notify the post office authorities to change the address for delivery of mail to Mortgagor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Mortgagor; exercise such rights as Mortgagor might exercise relative to the Collateral, including, without limitation, the leasing, chartering, renting or other utilization thereof; give notices to account Mortgagors and other parties liable under the Collateral to make payment directly to Secured Party; renew, extend, or otherwise change the terms and

conditions of any of the Collateral or the Indebtedness; compromise, prosecute, or defend any action, claim, or proceeding concerning the Collateral; endorse any checks, draft, documents, or instruments arising in connection with or pertaining to the Collateral; reject as unsatisfactory any property hereafter offered by Mortgagor as Collateral; designate, from time to time, a certain percentage of the Collateral as the loan value and require Mortgagor to maintain the Indebtedness at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct. Secured Party shall not be responsible for any depreciation in the value of the Collateral or for preservation of rights against prior parties. Additionally, and without regard to whether an Event of Default then exists, the Secured Party may, from time to time, and at any time, notify any party who has leased all or any portion of the Collateral, and direct them to make all future payments due under any Lease Agreement directly to the Secured Party for immediate application to the Indebtedness. The foregoing rights and powers of Secured Party may be exercised before or after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom, or otherwise.

5. Events of Default. Debtor and Mortgagor shall be in default hereunder upon the happening of any of the following events or conditions: (a) any default in the timely payment or performance of the Indebtedness or any part thereof or of any other indebtedness; (b) any failure or refusal of Debtor or the Mortgagor (hereinafter defined) to perform or observe any obligation, covenant, or agreement made or owed by it to Secured Party; (c) any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor or the Mortgagor proves to have been false in any material respect when made or furnished; (d) any loss, theft, substantial damage, sale, unlawful use, unauthorized transfer, or other deterioration or impairment of the Collateral or any part thereof; (e) the death, incapacity, dissolution, liquidation, merger, consolidation, termination of existence, insolvency, or business failure of Debtor or the Mortgagor, or the appointment of a receiver, trustee, or other legal representative for Debtor or the Mortgagor or any of their respective property, or Debtor or the Mortgagor shall make an assignment for the benefit of its creditors, or proceedings under any bankruptcy or insolvency law shall be commenced by or against Debtor or the Mortgagor; (f) any event which permits the acceleration of the maturity of indebtedness of Debtor or the Mortgagor to others under any indenture, agreement, or undertaking; (g) the making of any levy, attachment, execution, or other process against Debtor or the Mortgagor or any of the Collateral; (h) any judgment shall have been rendered against Debtor or the Mortgagor which remains unpaid for THIRTY (30) days or (j) any default hereunder or the Note and/or the documents evidencing the Indebtedness and/or the documents securing same.

For purposes of this Agreement, the term "Obligated Party" means the Mortgagor, any guarantor, surety, endorser, or other party (other than Debtor) directly or indirectly obligated, primarily or secondarily, for the Indebtedness or any portion thereof.

6. Remedies of Secured Party upon Default. When an event of default occurs, and at any time thereafter, Secured Party may declare all or any part of the Indebtedness immediately due and payable and may proceed to enforce payment of the same and to exercise any and all of the rights and remedies provided by the Texas Uniform Commercial Code ("Code"), as well as all other rights

and remedies possessed by Secured Party under this Agreement, at law, in equity, or otherwise. Secured Party may also require Mortgagor at Mortgagor's cost to assemble the Collateral and all log books and records relating thereto and make them available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Mortgagor agree that notice given at least FIVE (5) days prior to the related action hereunder is reasonable. Secured Party shall have authority to enter upon any premises upon which the Collateral may be situated, and remove the same therefrom. Expenses of retaking, holding, maintaining, insuring, preparing for sale or lease, selling, leasing, or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and legal expenses and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Indebtedness. Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral. All rights and remedies of Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

7. General.

A. Waiver by Secured Party. No waiver by Secured Party of any right hereunder or of any default by Debtor or Obligated Party shall be binding upon Secured Party unless in writing. Failure or delay by Secured Party to exercise any right hereunder or waiver of any default of Debtor or Obligated Party shall not operate as a waiver of any other right, of further exercise of such rights, or of any further default.

B. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. If this Agreement is signed by more than one Debtor or Obligated Party, each Debtor or Obligated Party shall be jointly and severally liable for all representations, warranties, and agreements hereunder, and all provisions hereof regarding the Indebtedness or the Collateral shall apply to any Indebtedness or Collateral of any or all of them. This Agreement shall constitute a continuing agreement applying to all future as well as existing transactions, such future transactions being contemplated by Debtor or Obligated Party and Secured Party. If all Indebtedness shall at any time be paid in full, this Agreement shall nonetheless remain in full force and effect with respect to any Indebtedness thereafter incurred.

C. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America and is performable in the county where the principal office of Secured Party is located. Except as otherwise provided herein, all terms used herein which are defined in the Code shall have the meanings therein stated.

D. Notice. Notice shall be given or sent when mailed postage prepaid to Debtor's, Mortgagor's or Obligated Party's address given above or to Debtor's, Mortgagor's or Obligated Party's most recent address as shown by notice of change of address on file with Secured

(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

Party.

E. Modification. This Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.

F. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

G. Construction. If there is any conflict between the provisions hereof and the provisions of the Indebtedness, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

H. Waiver. Debtor, Mortgagor and any other Obligated Party hereby waives presentment demand, notice of intent to demand, notice of dishonor, protest, notice of acceleration, notice of intent to accelerate, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of the Collateral and the Indebtedness.

I. Additional Terms. All annexes and schedules attached hereto, if any, are hereby made a part hereof.

J. ENTIRE AGREEMENT. THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

K. Counterparts. This Agreement can be in any number of counterparts each of which shall be deemed an original for purposes of enforcing the same and production of any original other than the original to be produced need not be required.

L. THE WRITTEN LOAN AGREEMENT AND THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

K. Mortgagor from time to time, at the request of Mortgagee, will, (i) promptly correct any defect, error or omission which may be discovered in the contents of any loan documents

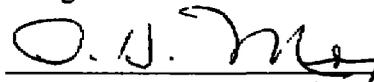
or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record and/or file such further documents or instruments (including, without limitation, further mortgages, security agreements, financing statements, continuation statements, assignments of rents or leases and environmental indemnity agreements) and perform such further acts and provide such further assurances as may be necessary, desirable or proper, in Mortgagee's opinion, to carry out more effectively the purposes of any loan documents and such other instruments subject to the liens and security interests hercof and thereof any property intended by the terms hereof or thereof to be covered hereby or thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Property; provided that such documents or instruments do not materially increase Mortgagor's liability under any loan documents; and (iii) execute, acknowledge, deliver, procure, and file and/or record any document or instrument (including specifically, but without limitation, any financing statement) deemed advisable by Mortgagee to protect the liens and the security interests herein granted against the rights or interests of third persons; provided that such documents or instruments do not materially increase Mortgagor's liability under any loan documents. Mortgagor will pay reasonable costs connected with any of the foregoing.

MORTGAGOR:

MRS Fleet, LLC

By: Rail Car Pool Management Manager, LLC
Its Manager

By:

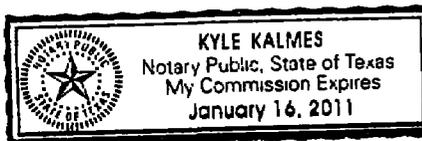


Dean H. Maddox, Managing Member

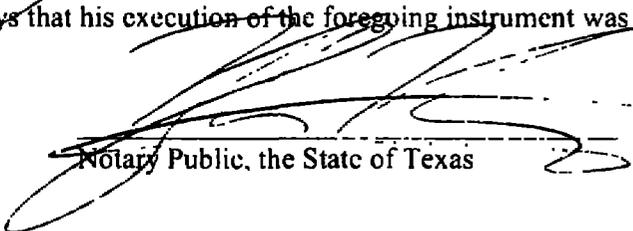
STATE OF Texas

COUNTY OF Harris

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On this 22 day of January, 2008, before me personally appeared Dean H. Maddox, Managing Member of Rail Car Pool Management Manager, LLC, Manager of MRS Fleet, LLC, who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.


Notary Public, the State of Texas

DEBTOR:

Dean H. Maddox

Dean H. Maddox

STATE OF Texas

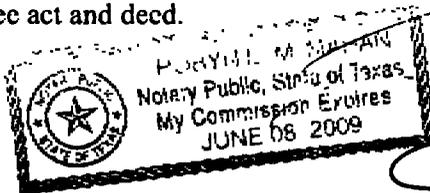
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COUNTY OF Harris

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On this 23 day of January, 2008, before me personally appeared Dean H. Maddox, who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.



[Signature]
Notary Public, the State of Texas

Jerry Jie Sun

[Signature]

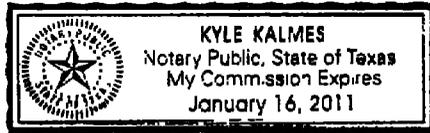
STATE OF Texas

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COUNTY OF Harris

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On this 7 day of February, 2008, before me personally appeared Jerry Jie Sun, who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.

[Signature]
Notary Public, the State of Texas

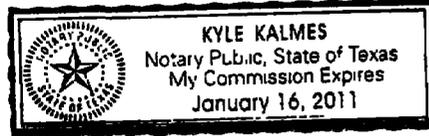
(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

Albert S. Reed Sr.

Albert S. Reed, Sr.

STATE OF Texas
COUNTY OF Harris

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On this 25 day of January, 2008, before me personally appeared Albert S. Reed, Sr., who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.

[Signature]
Notary Public, the State of Texas

EXHIBIT "A"

COLLATERAL

1.	NATX	25512
2.	NATX	25530
3.	NATX	25567
4.	NATX	25575
5.	NATX	25579
6.	NATX	25580
7.	NATX	25582
8.	NATX	25584
9.	NATX	25586
10.	NATX	25587
11.	NATX	25589
12.	NATX	25591
13.	NATX	25596
14.	NATX	25599
15.	NATX	25647
16.	NATX	25665
17.	NATX	25678
18.	NATX	25680
19.	NATX	73095
20.	NATX	76016
21.	NATX	76020
22.	NATX	76029
23.	NATX	76044
24.	NATX	76060
25.	NATX	76072
26.	NATX	76084
27.	NATX	76112
28.	NATX	76113
29.	NATX	76119
30.	NATX	76160
31.	NATX	76163
32.	NATX	76188
33.	NATX	76213
34.	NATX	76230
35.	NATX	76273
36.	NATX	76662
37.	NATX	76701
38.	NATX	76703

39.	NATX	76704
40.	NATX	76845
41.	NATX	76871
42.	NATX	76874
43.	NATX	76893
44.	NATX	76999
45.	NATX	77007
46.	NATX	77035
47.	NATX	77261
48.	NATX	78334
49.	NATX	78339