First National Bank AT LUBBOCK

2-276A029

17960

RECORDATION NO _____ FILED 1425

OCT 2 1992 10 05 PM

INTERSTATE COMMERCE COMMISSION

September 29, 1992

Secretary
Recordation Unit
Interstate Commerce Commission
12th and Constitution Ave., NW
Washington, D.C. 20423

Dear Sir or Madam:

Enclosed is a Security Agreement signed and notarized in duplicate covering rolling stock consisting of 264 railroad cars. Also enclosed is our check number 9846 representing payment for filing of this security interest.

Please file our lien on these railroad cars and return an acknowledgement to me. A self-addressed envelope is enclosed for you convenience. If you have any questions, please contact me at (806) 765-8861, ext. 211 or First National Bank at Lubbock, P. O. Box 1241, Lubbock, Texas 79408.

Sincerely,

Christine Carter

Christine Carter
Loan Closer

OCT 2 9 57 AM '92
MOTOR OPERATING UNIT

1500 Broadway P. O. Box 1241 Lubbock, Texas 79408 (806) 765-8861

First National Bank AT LUBBOCK

September 29, 1992

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OCT 2 9 57 AM '92
RECORDATION UNIT

1500 Broadway P. O. Box 1241 Lubbock, Texas 79408 (806) 765-8861

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$285,000.00	09-25-1992	12-29-1992	9252017	04	60	10197	BGN	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: CAT CONTINENTAL INCORPORATED DBA CATCO
(TIN: 751697713)
P. O. BOX 448
WOLFFORTH, TX 79382

Lender: FIRST NATIONAL BANK AT LUBBOCK
1500 BROADWAY
P. O. BOX 1241
LUBBOCK, TX 79408

17960

OCT 2 1992 - 0 05 PM

INTERSTATE COMMERCE COMMISSION

THIS COMMERCIAL SECURITY AGREEMENT is entered into between CAT CONTINENTAL INCORPORATED DBA CATCO (referred to below as "Grantor"); and FIRST NATIONAL BANK AT LUBBOCK (referred to below as "Lender"). For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Collateral. The word "Collateral" means the following described property of Grantor, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

PURCHASE MONEY SECURITY INTEREST IN EQUIPMENT CONSISTING OF ROLLING STOCK AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES HEREIN INCORPORATED BY REFERENCE

In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(a) All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.

(b) All products and produce of any of the property described in this Collateral section.

(c) All accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.

(d) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section.

(e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means CAT CONTINENTAL INCORPORATED DBA CATCO, its successors and assigns.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and earned interest, together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means FIRST NATIONAL BANK AT LUBBOCK, its successors and assigns.

Note. The word "Note" means the note or credit agreement dated September 25, 1992, in the principal amount of $285,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

RIGHT OF SETOFF. Grantor hereby grants Lender a contractual possessory security interest in and hereby assigns, conveys, delivers, pledges, and transfers all of Grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding however all IRA, Keogh, and trust accounts. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all Indebtedness against any and all such accounts.

OBLIGATIONS OF GRANTOR. Grantor warrants and covenants to Lender as follows:

Organization. Grantor is a corporation which is duly organized, validly existing, and in good standing under the laws of the state of Grantor's incorporation.

Authorization. The execution, delivery, and performance of this Agreement by Grantor have been duly authorized by all necessary action by Grantor and do not conflict with, result in a violation of, or constitute a default under (a) any provision of its articles of incorporation or organization, or bylaws, or any agreement or other instrument binding upon Grantor or (b) any law, governmental regulation, court decree, or order applicable to Grantor.

Perfection of Security Interest. Grantor agrees to execute such financing statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. Grantor hereby appoints Lender as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral. Grantor promptly will notify Lender of any change in Grantor's name including any change to the assumed business names of Grantor.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, contract rights, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and complies with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

Removal of Collateral. Grantor shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at Grantor's address shown above, or at such other locations as are acceptable to Lender. Except in the ordinary course of its business, including the sales of inventory, Grantor shall not remove the Collateral from its existing locations without the prior written consent of Lender. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Texas, without the prior written consent of Lender.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or

other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that it holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Collateral Schedules and Locations. Insofar as the Collateral consists of equipment, Grantor shall deliver to Lender, as often as Lender shall require, such lists, descriptions, and designations of such Collateral as Lender may require to identify the nature, extent, and location of such Collateral. Such information shall be submitted for Grantor and each of its subsidiaries or related companies.

Maintenance and Inspection of Collateral. Grantor shall maintain all tangible Collateral in good condition and repair. Grantor will not commit or permit damage to or destruction of the Collateral or any part of the Collateral. Lender and its designated representatives and agents shall have the right at all reasonable times to examine, inspect, and audit the Collateral wherever located. Grantor shall immediately notify Lender of all cases involving the return, rejection, repossession, loss or damage of or to any Collateral; of any request for credit or adjustment or of any other dispute arising with respect to the Collateral; and generally of all happenings and events affecting the Collateral or the value or the amount of the Collateral.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Compliance With Governmental Requirements. Grantor shall comply promptly with all laws, ordinances and regulations of all governmental authorities applicable to the production, disposition, or use of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for hazardous wastes and substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender at a rate or charge not fixed or approved by the State Board of Insurance, Grantor will be so notified, and Grantor will have the option for five (5) days of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if it so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Collateral.

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the Note rate from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses shall become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Other Defaults. Failure of Grantor to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Agreement is

that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT, AND GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 25, 1992.

GRANTOR:

CAT CONTINENTAL INCORPORATED DBA CATCO

By: _____
GREGORY DON SCOTT, PRESIDENT

LENDER:

FIRST NATIONAL BANK AT LUBBOCK

By: _____
Authorized Officer

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.16 (c) 1992 CFI Bankers Service Group, Inc. All rights reserved. [TX-E40 52017.LN]

STATE OF TEXAS
COUNTY OF LUBBOCK

Before me the undersigned, personally appeared Gregory Don Scott, President, of CAT CONTINENTAL INCORPORATED, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same on behalf of the corporation in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25th DAY OF September, 19, 1992.

NOTARY PUBLIC STATE OF TEXAS
LINDA M. BROOKS
Notary Public
State Of Texas
My Comm. Exp. Jan. 17, 1993

Linda M. Brooks
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Grantor's deposit accounts with Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender, in good faith, deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Texas Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness immediately due and payable, without notice.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter, provided Lender does so without a breach of the peace or a trespass, upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and his or her attorney shall become part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in its discretion transfer any Collateral into its own name or that of its nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or the Related Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Texas. If there is a lawsuit, and if the transaction evidenced by this Agreement occurred in Lubbock County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Lubbock County, State of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable Federal laws.

Attorneys' Fees and Other Costs. Lender may hire an attorney to help collect the Note if Grantor does not pay, and Grantor will pay Lender's reasonable attorneys' fees. Grantor also will pay Lender all other amounts actually incurred by Lender as court costs, lawful fees for filing, recording, or releasing to any public office any instrument securing the Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for the Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor, notice to any Grantor will constitute notice to all Grantors. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address(es).

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (a) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and, in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Successor Interests. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with

EXHIBIT "A"

IDENTIFICATION OF CARS

Cartype	Reporting Mark	Description	Other Information
			Stored "As is, Where is" at:
RBL			
	LRLX 000200	R410, RBL	GWR ; LOVELAND CO
	LRLX 000201	R410, RBL	GWR ; LOVELAND CO
	LRLX 000208	R410, RBL	GWR ; KELIM CO
	LRLX 000215	R410, RBL	GWR ; LOVELAND CO
	LRLX 000218	R410, RBL	GWR ; MILLIKEN CO
	LRLX 000220	R410, RBL	GWR ; MILLIKEN CO
	LRLX 000222	R410, RBL	GWR ; LOVELAND CO
	LRLX 000224	R410, RBL	GWR ; MILLIKEN CO
	PMAX 013027	R400, RB	GWR ; LOVELAND CO
	USEX 002108	R400, RB	GWR ; MILLIKEN CO
	USEX 002112	R400, RB	GWR ; MILLIKEN CO
	USLX 000110	R410, RBL	UP ; MILLIKEN CO
	USLX 000111	R410, RBL	GWR ; LOVELAND CO
	USLX 000112	R410, RBL	GWR ; LOVELAND CO
	USLX 000113	R410, RBL	GWR ; LOVELAND CO
	USLX 000115	R410, RBL	GWR ; LOVELAND CO
	USLX 000117	R410, RBL	GWR ; LOVELAND CO
	USLX 000118	R410, RBL	GWR ; LOVELAND CO
	USLX 000119	R410, RBL	GWR ; LOVELAND CO
	USLX 000120	R410, RBL	GWR ; LOVELAND CO
	USLX 000122	R410, RBL	GWR ; KELIM CO
	USLX 000123	R410, RBL	GWR ; LOVELAND CO
	USLX 000124	R410, RBL	GWR ; LOVELAND CO
	USLX 000126	R410, RBL	GWR ; LOVELAND CO
	USLX 000131	R410, RBL	GWR ; LOVELAND CO
	USLX 000134	R410, RBL	UP ; MILLIKEN CO
	USLX 000136	R410, RBL	GWR ; LOVELAND CO
	USLX 000137	R410, RBL	GWR ; LOVELAND CO
	USLX 000138	R410, RBL	GWR ; MILLIKEN CO
	USLX 000139	R410, RBL	GWR ; LOVELAND CO
	USLX 000140	R410, RBL	GWR ; LOVELAND CO
	USLX 000141	R410, RBL	GWR ; LOVELAND CO
	USLX 000142	R410, RBL	GWR ; LOVELAND CO
	USLX 000143	R410, RBL	GWR ; LOVELAND CO
	USLX 000144	R410, RBL	GWR ; LOVELAND CO
	USLX 000146	R410, RBL	GWR ; LOVELAND CO
	USLX 000147	R410, RBL	UP ; MILLIKEN CO
	USLX 000149	R410, RBL	GWR ; LOVELAND CO
	USLX 000150	R410, RBL	GWR ; LOVELAND CO
	USLX 000152	R410, RBL	GWR ; LOVELAND CO
	USLX 000153	R410, RBL	GWR ; LOVELAND CO
	USLX 000158	R410, RBL	GWR ; LOVELAND CO
	USLX 000159	R410, RBL	GWR ; LOVELAND CO

EXHIBIT "A"

IDENTIFICATION OF CARS

Cartype	Reporting Mark	Description	Other Information
			Stored "As is, Where is" at:
RBL			
	USLX 000165	R410, RBL	GWR ; LOVELAND CO
	USLX 000166	R410, RBL	GWR ; MILLIKEN CO
	USLX 000168	R410, RBL	GWR ; LOVELAND CO
	USLX 000170	R410, RBL	GWR ; LOVELAND CO
	USLX 000172	R410, RBL	GWR ; LOVELAND CO
	USLX 000173	R410, RBL	GWR ; LOVELAND CO
	USLX 000174	R410, RBL	GWR ; LOVELAND CO
	USLX 000175	R410, RBL	GWR ; LOVELAND CO
	USLX 000181	R410, RBL	GWR ; LOVELAND CO
	USLX 000182	R410, RBL	GWR ; KELIM CO
	USLX 000183	R410, RBL	GWR ; LOVELAND CO
	USLX 000188	R410, RBL	GWR ; LOVELAND CO
	USLX 000190	R410, RBL	GWR ; LOVELAND CO
	USLX 000193	R410, RBL	UP ; MILLIKEN CO
	USLX 000194	R410, RBL	GWR ; LOVELAND CO
	USLX 000195	R410, RBL	GWR ; LOVELAND CO
	USLX 000196	R410, RBL	GWR ; LOVELAND CO
	USLX 000197	R410, RBL	GWR ; LOVELAND CO
	USLX 000198	R410, RBL	GWR ; MILLIKEN CO
	USLX 000199	R410, RBL	GWR ; LOVELAND CO
	USLX 000205	R410, RBL	GWR ; MILLIKEN CO
	USLX 000207	R410, RBL	GWR ; MILLIKEN CO
	USLX 000208	R410, RBL	GWR ; MILLIKEN CO
	USLX 000209	R410, RBL	GWR ; MILLIKEN CO
	USLX 000210	R410, RBL	GWR ; MILLIKEN CO
	USLX 000214	R410, RBL	GWR ; MILLIKEN CO
	USLX 000215	R410, RBL	GWR ; MILLIKEN CO
	USLX 000216	R410, RBL	GWR ; MILLIKEN CO
	USLX 000218	R410, RBL	GWR ; MILLIKEN CO
	USLX 000220	R410, RBL	GWR ; MILLIKEN CO
	USLX 000241	R410, RBL	GWR ; WINDSOR CO
	USLX 000242	R410, RBL	GWR ; MILLIKEN CO
	USLX 000245	R410, RBL	GWR ; WINDSOR CO
	USLX 000329	R400, RB	GWR ; MILLIKEN CO
	USLX 000335	R400, RB	GWR ; MILLIKEN CO
	USLX 000348	R400, RB	GWR ; MILLIKEN CO
	USLX 000364	R400, RB	GWR ; MILLIKEN CO
	USLX 000381	R400, RB	GWR ; MILLIKEN CO
	USLX 000387	R400, RB	GWR ; MILLIKEN CO
	USLX 000388	R400, RB	GWR ; MILLIKEN CO
	USLX 000476	R400, RB	GWR ; MILLIKEN CO
	USLX 000519	R410, RBL	GWR ; MILLIKEN CO
	USLX 000521	R410, RBL	GWR ; MILLIKEN CO
	USLX 000522	R410, RBL	GWR ; MILLIKEN CO

EXHIBIT "A"

IDENTIFICATION OF CARS

Cartype	Reporting Mark		Description		Other Information	
					Stored "As is, Where is" at:	
RBL						
	USLX	000524	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	000526	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	000531	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	000533	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	000539	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	000540	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	000541	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	003016	R400,	RB	GWR ; KELIM	CO
	USLX	009020	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009021	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009022	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009023	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009024	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009025	R400,	RB	GWR ; MILLIKEN	CO
	USLX	009027	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009028	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009029	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009030	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009031	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009032	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009033	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009034	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009035	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009036	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009037	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009038	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009039	R410,	RBL	GWR ; MILLIKEN	CO
	USLX	009040	R400,	RB	GWR ; LOVELAND	CO
	USLX	009043	R400,	RB	GWR ; LOVELAND	CO
	USLX	009045	R400,	RB	GWR ; LOVELAND	CO
	USLX	009050	R400,	RB	GWR ; LOVELAND	CO
	USLX	009053	R400,	RB	GWR ; LOVELAND	CO
	USLX	009055	R400,	RB	GWR ; LOVELAND	CO
	USLX	009058	R400,	RB	GWR ; LOVELAND	CO
	USLX	009060	R400,	RB	GWR ; LOVELAND	CO
	USLX	009062	R400,	RB	GWR ; LOVELAND	CO
	USLX	009063	R400,	RB	GWR ; LOVELAND	CO
	USLX	009068	R400,	RB	GWR ; LOVELAND	CO
	USLX	009073	R400,	RB	GWR ; LOVELAND	CO
	USLX	009078	R400,	RB	GWR ; MILLIKEN	CO
	USLX	009083	R400,	RB	GWR ; LOVELAND	CO
	USLX	009088	R400,	RB	GWR ; LOVELAND	CO
	USLX	009093	R400,	RB	GWR ; LOVELAND	CO
	USLX	009098	R400,	RB	GWR ; LOVELAND	CO

EXHIBIT "A"

IDENTIFICATION OF CARS

Cartype	Reporting Mark	Description	Other Information
			Stored "As is, Where is" at:
RBL			
	USLX 010047	R410, RBL	GWR ; KELIM CO
	USLX 010284	R410, RBL	GWR ; LOVELAND CO
	USLX 010286	R410, RBL	GWR ; LOVELAND CO
	USLX 010288	R410, RBL	GWR ; LOVELAND CO
	USLX 010289	R410, RBL	GWR ; LOVELAND CO
	USLX 010290	R410, RBL	GWR ; LOVELAND CO
	USLX 010294	R410, RBL	GWR ; LOVELAND CO
	USLX 010301	R410, RBL	LRPC; PUEBLO CO
	USLX 010302	R410, RBL	GWR ; LOVELAND CO
	USLX 010303	R410, RBL	GWR ; LOVELAND CO
	USLX 010304	R410, RBL	GWR ; LOVELAND CO
	USLX 010305	R410, RBL	GWR ; KELIM CO
	USLX 010310	R410, RBL	GWR ; LOVELAND CO
	USLX 010311	R410, RBL	GWR ; LOVELAND CO
	USLX 010551	R400, RB	GWR ; LOVELAND CO
	USLX 010561	R400, RB	GWR ; LOVELAND CO
	USLX 010563	R400, RB	GWR ; LOVELAND CO
	USLX 010568	R400, RB	GWR ; LOVELAND CO
	USLX 010569	R400, RB	GWR ; LOVELAND CO
	USLX 010570	R400, RB	GWR ; LOVELAND CO
	USLX 010580	R400, RB	GWR ; LOVELAND CO
	USLX 010595	R400, RB	GWR ; LOVELAND CO
	USLX 010598	R400, RB	GWR ; LOVELAND CO
	USLX 010600	R400, RB	GWR ; LOVELAND CO
	USLX 010694	R400, RB	GWR ; LOVELAND CO
	USLX 010695	R400, RB	GWR ; LOVELAND CO
	USLX 010701	R400, RB	GWR ; LOVELAND CO
	USLX 010740	R400, RB	GWR ; LOVELAND CO
	USLX 010741	R400, RB	GWR ; LOVELAND CO
	USLX 010747	R400, RB	GWR ; LOVELAND CO
	USLX 010755	R400, RB	GWR ; LOVELAND CO
	USLX 010797	R400, RB	GWR ; MILLIKEN CO
	USLX 010808	R400, RB	GWR ; MILLIKEN CO
	USLX 010812	R400, RB	GWR ; MILLIKEN CO
	USLX 010813	R400, RB	GWR ; MILLIKEN CO
	USLX 010814	R400, RB	GWR ; MILLIKEN CO
	USLX 010816	R400, RB	GWR ; MILLIKEN CO
	USLX 010817	R400, RB	GWR ; LOVELAND CO
	USLX 010818	R400, RB	GWR ; MILLIKEN CO
	USLX 010822	R400, RB	GWR ; MILLIKEN CO
	USLX 010825	R400, RB	GWR ; MILLIKEN CO
	USLX 010828	R400, RB	GWR ; MILLIKEN CO
	USLX 010831	R400, RB	GWR ; MILLIKEN CO
	USLX 010832	R400, RB	GWR ; MILLIKEN CO

EXHIBIT "A"

IDENTIFICATION OF CARS

Cartype	Reporting Mark	Description	Other Information
			Stored "As is, Where is" at
RBL	USLX 010833	R400, RB	GWR ; MILLIKEN CO
	USLX 010835	R400, RB	GWR ; MILLIKEN CO
	USLX 010837	R400, RB	GWR ; MILLIKEN CO
	USLX 010839	R400, RB	GWR ; MILLIKEN CO
	USLX 010840	R400, RB	GWR ; MILLIKEN CO
	USLX 010841	R400, RB	GWR ; MILLIKEN CO
	USLX 010843	R400, RB	GWR ; MILLIKEN CO
	USLX 010844	R400, RB	GWR ; MILLIKEN CO
	USLX 010845	R400, RB	GWR ; MILLIKEN CO
	USLX 010846	R400, RB	GWR ; MILLIKEN CO
	USLX 010847	R400, RB	GWR ; MILLIKEN CO
	USLX 010849	R400, RB	GWR ; MILLIKEN CO
	USLX 010851	R400, RB	GWR ; MILLIKEN CO
	USLX 010852	R400, RB	GWR ; MILLIKEN CO
	USLX 010854	R400, RB	GWR ; MILLIKEN CO
	USLX 010870	R400, RB	GWR ; MILLIKEN CO
	USLX 010872	R400, RB	GWR ; MILLIKEN CO
	USLX 010879	R400, RB	GWR ; MILLIKEN CO
	USLX 011003	R400, RB	GWR ; MILLIKEN CO
	USLX 011005	R400, RB	GWR ; MILLIKEN CO
	USLX 011006	R400, RB	GWR ; MILLIKEN CO
	USLX 011007	R400, RB	GWR ; MILLIKEN CO
	USLX 011009	R400, RB	GWR ; MILLIKEN CO
	USLX 011016	R400, RB	GWR ; MILLIKEN CO
	USLX 011018	R400, RB	GWR ; MILLIKEN CO
	USLX 011020	R400, RB	GWR ; MILLIKEN CO
	USLX 011022	R400, RB	GWR ; MILLIKEN CO
	USLX 011024	R400, RB	GWR ; LONGMONT CO
	USLX 011025	R400, RB	GWR ; MILLIKEN CO
	USLX 011026	R400, RB	GWR ; MILLIKEN CO
	USLX 011028	R400, RB	GWR ; LOVELAND CO
	USLX 011716	R400, RB	GWR ; MILLIKEN CO
	USLX 011816	R400, RB	GWR ; LOVELAND CO
	USLX 011890	R400, RB	GWR ; MILLIKEN CO
	USLX 011911	R400, RB	GWR ; MILLIKEN CO
	USLX 011913	R400, RB	GWR ; MILLIKEN CO
	USLX 011923	R400, RB	GWR ; MILLIKEN CO
	USLX 011994	R400, RB	GWR ; MILLIKEN CO
	USLX 011996	R400, RB	GWR ; KELIM CO
	USLX 016000	R400, RB	GWR ; MILLIKEN CO
	USLX 016001	R400, RB	GWR ; MILLIKEN CO
	USLX 016002	R400, RB	GWR ; MILLIKEN CO
	USLX 016003	R400, RB	GWR ; MILLIKEN CO
	USLX 016004	R400, RB	GWR ; MILLIKEN CO

EXHIBIT "A"

IDENTIFICATION OF CARS

Cartype	Reporting Mark	Description	Other Information
			Stored "As is, Where is" at:
RBL	USLX 016005	R400, RB	GWR ; MILLIKEN CO
	USLX 016006	R400, RB	GWR ; MILLIKEN CO
	USLX 016007	R400, RB	GWR ; MILLIKEN CO
	USLX 016008	R400, RB	GWR ; MILLIKEN CO
	USLX 016009	R400, RB	GWR ; MILLIKEN CO
	USLX 016011	R400, RB	GWR ; MILLIKEN CO
	USLX 016014	R400, RB	GWR ; MILLIKEN CO
	USLX 016015	R400, RB	GWR ; MILLIKEN CO
	USLX 016016	R400, RB	GWR ; MILLIKEN CO
	USLX 016017	R400, RB	GWR ; MILLIKEN CO
	USLX 016021	R400, RB	GWR ; MILLIKEN CO
	USLX 016022	R400, RB	GWR ; MILLIKEN CO
	USLX 016023	R400, RB	GWR ; LOVELAND CO
	USLX 016024	R400, RB	GWR ; MILLIKEN CO
	USLX 016026	R400, RB	GWR ; MILLIKEN CO
	USLX 016027	R400, RB	GWR ; MILLIKEN CO
	USLX 016028	R400, RB	GWR ; MILLIKEN CO
	USLX 016029	R400, RB	GWR ; MILLIKEN CO
	USLX 016030	R400, RB	GWR ; MILLIKEN CO
	USLX 016031	R400, RB	GWR ; MILLIKEN CO
	USLX 016032	R400, RB	GWR ; MILLIKEN CO
	USLX 016033	R400, RB	GWR ; MILLIKEN CO
	USLX 016034	R400, RB	GWR ; MILLIKEN CO
	USLX 016035	R400, RB	GWR ; MILLIKEN CO
	USLX 016036	R400, RB	GWR ; MILLIKEN CO
	USLX 016037	R400, RB	GWR ; MILLIKEN CO
	USLX 016038	R400, RB	GWR ; MILLIKEN CO
	USLX 016039	R400, RB	GWR ; MILLIKEN CO
	USLX 016041	R400, RB	GWR ; LOVELAND CO
	USLX 016042	R400, RB	GWR ; LOVELAND CO
	USLX 016043	R400, RB	GWR ; LOVELAND CO
	USLX 016046	R400, RB	GWR ; LOVELAND CO
	USLX 016047	R400, RB	GWR ; MILLIKEN CO
	USLX 016048	R400, RB	GWR ; MILLIKEN CO
	USLX 016050	R400, RB	GWR ; LOVELAND CO
	USLX 016051	R400, RB	GWR ; LOVELAND CO
	USLX 016052	R400, RB	GWR ; LOVELAND CO
	USLX 016053	R400, RB	GWR ; MILLIKEN CO
	USLX 016056	R400, RB	GWR ; LOVELAND CO
	USLX 016057	R400, RB	GWR ; LOVELAND CO
	USLX 016058	R400, RB	GWR ; LOVELAND CO
	USLX 016059	R400, RB	GWR ; LOVELAND CO
	USLX 016060	R400, RB	GWR ; LOVELAND CO
	USLX 016088	R400, RB	GWR ; MILLIKEN CO

EXHIBIT "A"

IDENTIFICATION OF CARS

Cartype	Reporting Mark	Description	Other Information
RBL			Stored "As is, Where is" at:
	USLX 016094	R400, RB	GWR ; MILLIKEN CO
			Subtotal RBL : 264 Units
			Total Cars Shown in Schedule 1: 264 Units

IT IS UNDERSTOOD AND AGREED THAT THIS EXHIBIT "A" (7 PAGES) SHALL BECOME A PERMANENT ATTACHMENT TO THAT CERTAIN SECURITY AGREEMENT DATED SEPTEMBER 25, 1992.

CAT CONTINENTAL INCORPORATED DBA CATCO

BY: _____

GREGORY DON SCOTT, PRESIDENT