

SUSAN J. MACAULAY
Telephone 312-422-8000
SMACAULAY@LLFLEGAL.COM

August 5, 2014

Chief Section of Administration
Office of Proceedings
Surface Transportation Board
Washington, DC 20423

Dear Section Chief:

Enclosed please find the following documents:

I have enclosed an original and one counterpart of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement, dated July 21, 2014.

The names and addresses of the parties to the documents are as follows:

Secured Party: Parkway Bank and Trust Company
4800 N. Harlem Ave.
Harwood Hts., Illinois 60706

Mortgagor Creative Railcar Marketing Services II, LLC
736 W. Irving Park Road
Chicago, IL 60613

A description of the equipment covered by the document follows:

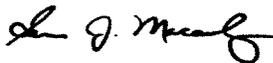
Forty-Seven (47) used 5780-5852 cf capacity, 263 gross rail load covered hoppers as more particularly set forth in Exhibit A attached hereto.

A fee of \$44.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Susan J. Macaulay, Latimer LeVay Fyock, 55 W. Monroe Street, Suite 1100, Chicago, IL 60603.

A short summary of the documents to appear in the index follows:

Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement.

Very truly yours,



Susan J. Macaulay
Enclosures

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

This RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT (this "Agreement"), dated as of July 21, 2014, is made and entered into by and between Parkway Bank and Trust Company, an Illinois banking corporation (together with its successors and assigns, the "Secured Party") and Creative Railcar Marketing Services II, LLC, an Illinois limited liability company (together with its successors and assigns, the "Mortgagor").

WHEREAS, Mortgagor has requested that Secured Party extend certain financial and credit accommodations to Mortgagor pursuant to that certain Loan Agreement dated as of the date hereof, by and among Mortgagor, Secured Party and the Guarantor set forth therein (as in effect on the date hereof and as amended, restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Secured Party is willing to extend credit and financial accommodations to Mortgagor only upon the condition that Mortgagor grant to Secured Party a security interest in certain assets of Mortgagor as more fully set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Obligations.** The Security Interest (defined below) is herein created, granted and made to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all loans, advances, debts, liabilities, obligations, indebtedness covenants and duties owed by Mortgagor 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, including, but not limited to, those provided for in that certain note in the original principal amount of \$547,750.00 (the "Note") and the other Loan Documents, together with all renewals, extensions and rearrangements thereof (all of the foregoing, collectively, the "Obligations").

2. **Grant of Security Interest.** In order to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Mortgagor hereby grants to Secured Party a security interest (the "Security Interest") in the any and all of the following, together with the additional property described in paragraph 3F hereof (collectively, the "Collateral"):

- (i) Each of the hopper railcars listed on Schedule 2 to this Agreement (each, a "Railcar" and, collectively, the "Railcars"), including any and all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature, which may from time to time be installed on, incorporated in or attached to, any Railcar and, so long as such items remain subject to this Agreement, all such items owned by Mortgagor that may be subsequently

removed therefrom (collectively, "Parts"), together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof and together with all options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights and indemnifications relating to any of the foregoing;

- (ii) All rights of the Mortgagor in, to and under any lease with respect to any Railcar (whether entered into by Mortgagor as lessor or otherwise acquired by Mortgagor from the lessor thereunder), and any and all supplements and amendments thereto, including but not limited to, those certain lease agreements (collectively, the "Lease Agreements") described in the Lease Certificate of even date herewith;
- (iii) All rights of the Mortgagor in, to and under any and all (a) documents, data, manuals, diagrams and other written information originally furnished by the manufacturer and/or the seller of any such Railcar, (b) documents, records, logs and other data maintained (or required to be maintained) with respect to any Railcar pursuant to the terms of Lease Agreement related to such Railcar, (c) documents, records, logs and other data maintained (or required to be maintained) with respect to each Railcar pursuant to any applicable law, rule or regulation, and (d) documents, records, logs and other data maintained (or recommended to be maintained) with respect to any Railcar;
- (iv) All accounts, all commercial tort claims, all chattel paper (whether tangible or electronic), all general intangibles, all instruments and proceeds, as each of the foregoing terms is defined in the Uniform Commercial Code as in effect in the State of Illinois, as the same may be amended or revised from time to time (the "UCC") UCC, and all books and records relating to or arising out of any of the items described in items (i), (ii) and (iii) 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, that contain the information concerning or relating to any of the foregoing, as they relate to any of the items described in subsections (i), (ii) and (iii) above.

On or prior to the date hereof, Mortgagor shall have delivered to Secured Party the originally executed chattel paper counterpart of each Lease, in each case bearing the following legend:

COUNTERPART NO. 1 OF ___ SERIALLY NUMBERED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

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

A. Title. Except for the Security Interest, Mortgagor owns the Collateral free of any lien, security interest, encumbrance or claim (except liens for current taxes not yet 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 applicable law, and Mortgagor qualifies in all respects as a citizen of the United States. 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 document that 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 Obligations 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 Obligations 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.

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 Obligations 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 Obligations 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), and including, without limitation, all sums deposited with Secured Party pursuant to Section 4.J of the Loan Agreement, which deposits and other sums shall at all times constitute additional security for the Obligations. 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 not be operated or located outside the forty-eight (48) states constituting the continental United States.

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. Leases. Mortgagor will insure that each Railcar is subject to a valid and enforceable Lease at all times, and will at all times perform its obligations thereunder. In the event of an event of default under any Lease giving Mortgagor the right to terminate such Lease, Mortgagor will give Secured Party no less than ten (10) days' prior written notice of its intent to terminate such Lease, together with any and all information requested by Secured Party concerning any replacement Lease with respect to such Railcar.

K. 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 Obligations, or the Collateral, and all costs and expenses (including reasonable 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 Obligations; 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 Obligations; 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 Obligations 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 Obligations. 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. 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 Obligations or any part thereof; (b) any failure or refusal of Mortgagor 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 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 the Mortgagor, or the appointment of a receiver, trustee, or other legal representative for Mortgagor or any of its property, or 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 Mortgagor; (t) any event which permits the acceleration of the maturity of Obligations Mortgagor to others under any indenture, agreement, or undertaking; (g) the making of any levy, attachment, execution, or other process against Mortgagor or any of the Collateral; (h) any judgment shall have been rendered against Mortgagor that remains unpaid for thirty or more days or G) any default hereunder or the Note and/or the documents evidencing the Obligations and/or the documents securing same.

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 Obligations 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 UCC, 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 make it available to Secured Party at any place to be designated by Secured Party. For purposes of the notice requirements of the UCC, Secured Party and Mortgagor agree that notice given at least ten (10) 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 Obligations. 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 Mortgagor or any guarantor, surety, endorser or other party directly or indirectly obligated, primarily or secondarily, for the Obligations or any portion thereof (each, an "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 any 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. This Agreement shall constitute a continuing agreement applying to all future as well as existing transactions, such future transactions being contemplated by Mortgagor and Secured Party. If all Obligations shall at any time be paid in full, this Agreement shall nonetheless remain in full force and effect with respect to any Obligations thereafter incurred.

C. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America, without regard in either case to principles of conflicts of laws, and is performable in Cook County, Illinois. Except as otherwise provided herein, all terms used herein which are defined in the UCC shall have the meanings therein stated.

D. Notice. Notices hereunder shall be given in the manner set forth in the Loan Agreement.

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 Obligations, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

H. Waiver. 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 Obligations.

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 therewith 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 Agreement, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions. There are no oral agreements among the parties hereto.

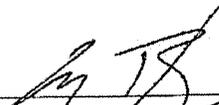
K. Counterparts. This Agreement can be in any number of counterparts each of which shall be deemed an original for purposes of enforcing the same and production of any original other than the original to be produced need not be required.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

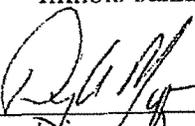
MORTGAGOR

Creative Railcar Marketing Services II, LLC,
an Illinois limited liability company

By: 
Name: Ernie Bergausted
Title: President

SECURED PARTY

Parkway Bank and Trust Company, an
Illinois banking corporation

By: 
Name: Diego A. Mangawar
Title: Executive Vice President

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Craig Bargowski, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 21 day of JULY, 2014.

Susan Glatstein
Notary Public

Commission expires: 2-27-16



State of Illinois)
)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Diego Mangawan, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 21 day of July, 2014.

Susan Glatstein
Notary Public

Commission expires: 2-27-16



EXHIBIT A
[Railcar Purchase And Sale Agreement]

Forty-Seven (47) Used 5750 - 5852 cf capacity, 263 gross rail load covered hoppers currently bearing the following Railroad Car Marks and Numbers.

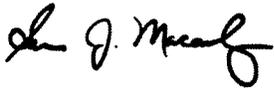
Car Mark	Car Num	Storage Location Description	Cub Ft Cap Act
IFRX	59181	Iowa Northern Railroad	5750
IFRX	59183	Iowa Northern Railroad	5750
IFRX	59184	Iowa Northern Railroad	5750
IFRX	59193	Iowa Northern Railroad	5750
IFRX	59208	Iowa Northern Railroad	5750
IFRX	59211	Iowa Northern Railroad	5750
IFRX	59213	Iowa Northern Railroad	5750
IFRX	59222	Iowa Northern Railroad	5750
IFRX	59225	Iowa Northern Railroad	5750
IFRX	59228	Iowa Northern Railroad	5750
IFRX	59231	Iowa Northern Railroad	5750
IFRX	59232	Iowa Northern Railroad	5750
IFRX	59923	Iowa Northern Railroad	5750
IFRX	59924	Iowa Northern Railroad	5750
IFRX	59927	Iowa Northern Railroad	5750
IFRX	59929	Iowa Northern Railroad	5750
IFRX	59932	Iowa Northern Railroad	5750
IFRX	59938	Iowa Northern Railroad	5750
IFRX	59942	Iowa Northern Railroad	5750
IFRX	59948	Iowa Northern Railroad	5750
IFRX	60913	Iowa Northern Railroad	5750
IFRX	60920	Iowa Northern Railroad	5750
IFRX	59230	New Castle Industrial Railroad (NCIR)	5750
IFRX	59226	New Castle Industrial Railroad (NCIR)	5750
IFRX	60921	New Castle Industrial Railroad (NCIR)	5750
IFRX	59223	New Castle Industrial Railroad (NCIR)	5750
IFRX	3220	Heart of Georgia Railroad (HOG)	5852
IFRX	3221	Heart of Georgia Railroad (HOG)	5852
IFRX	3224	Heart of Georgia Railroad (HOG)	5852
IFRX	3225	Heart of Georgia Railroad (HOG)	5852
IFRX	3226	Heart of Georgia Railroad (HOG)	5852
IFRX	3227	Heart of Georgia Railroad (HOG)	5852
IFRX	3228	Heart of Georgia Railroad (HOG)	5852
IFRX	3229	Heart of Georgia Railroad (HOG)	5852
IFRX	3230	Heart of Georgia Railroad (HOG)	5852
IFRX	3231	Heart of Georgia Railroad (HOG)	5852
IFRX	3232	Heart of Georgia Railroad (HOG)	5852
IFRX	3233	Heart of Georgia Railroad (HOG)	5852
IFRX	3234	Heart of Georgia Railroad (HOG)	5852
IFRX	3235	Heart of Georgia Railroad (HOG)	5852
IFRX	3236	Heart of Georgia Railroad (HOG)	5852

IFRX	3237	Heart of Georgia Railroad (HOG)	5852
IFRX	3238	Heart of Georgia Railroad (HOG)	5852
IFRX	3239	Heart of Georgia Railroad (HOG)	5852
IFRX	3222	Heart of Georgia Railroad (HOG)	5852
IFRX	3223	Heart of Georgia Railroad (HOG)	5852
IFRX	59191	Leased through 2/28/15 - Bakery Trading	5750

CERTIFICATION

I, Susan J. Macaulay, attorney licensed to practice in the State of Illinois, do hereby certify under penalty and perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: August 5, 2014

A handwritten signature in black ink, appearing to read "Susan J. Macaulay". The signature is written in a cursive style with a large initial "S" and a distinct "J" and "M".

Susan J. Macaulay