

September 30, 2015

Via Electronic Filing

Chief Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is a copy of the Memorandum of Assignment of Lease, Rents, and Profits, dated as of September 29, 2015, between MVB Bank, Inc. and Rail Connection, Inc. a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Assignor:	MVB Bank, Inc. 400 Washington St. E. Charleston, WV 25301	Assignee:	Rail Connection, Inc. 737 Eleanor Industrial Park Eleanor, WV 25070
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A description of the railroad equipment covered by the attached document is:

Up 141 coal hopper rail cars carrying the car mark and numbers:

GGPX 26001, GGPX 26002, GGPX 26003, GGPX 26004, GGPX 26005, GGPX 26006, GGPX 26007, GGPX 26008, GGPX 26009, GGPX 26010, GGPX 26011, GGPX 26012, GGPX 26013, GGPX 26014, GGPX 26015, GGPX 26016, GGPX 26017, GGPX 26018, GGPX 26019, GGPX 26020, GGPX 26021, GGPX 26022, GGPX 26023, GGPX 26024, GGPX 26025, GGPX 26026, GGPX 26027, GGPX 26028, GGPX 26029, GGPX 26030, GGPX 26031, GGPX 26032, GGPX 26033, GGPX 26034, GGPX 26035, GGPX 26036, GGPX 26037, GGPX 26038, GGPX 26039, GGPX 26040, GGPX 26041, GGPX 26042, GGPX 26043, GGPX 26044, GGPX 26045, GGPX 26046, GGPX 26047, GGPX 26048, GGPX 26049, GGPX 26050, GGPX 26051, GGPX 26052, GGPX 26053, GGPX 26054, GGPX 26055, GGPX 26056, BNBX 26057, GGPX 26058, GGPX 26059, GGPX 26060, GGPX 26061, GGPX 26062, GGPX 26063, GGPX 26064, GGPX 26065, GGPX 26066, GGPX 26067, GGPX 26068, GGPX 26069, GGPX 26070, GGPX 26071, GGPX 26072, GGPX 26073, GGPX 26074, GGPX 26075, GGPX 26076, GGPX 26077, GGPX 26078, GGPX 26079, GGPX 26080, GGPX 26081, GGPX 26082, GGPX 26084, GGPX 26085, BNBX 26086, GGPX 26087, GGPX 26088, GGPX 26090, GGPX 26091, GGPX 26092, GGPX

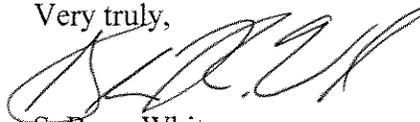
26093, GGPX 26094, GGPX 26095, GGPX 26096, GGPX 26097, GGPX 26098, GGPX 26099, GGPX 26100, GGPX 26101, GGPX 26102, GGPX 26103, GGPX 26104, GGPX 26105, GGPX 26106, GGPX 26108, GGPX 26109, GGPX 26110, GGPX 26111, GGPX 26112, GGPX 26114, GGPX 26115, GGPX 26116, GGPX 26117, GGPX 26118, GGPX 26119, GGPX 26120, GGPX 26121, GGPX 26122, GGPX 26123, GGPX 26124, GGPX 26125, BNBX 120480, BNBX 120626, BNBX 120628, BNBX 120685, BNBX 120740, BNBX 121029, BNBX 121108, BNBX 121124, BNBX 121142, BNBX 121266, BNBX 121373, BNBX 121381, BNBX 121384, BNBX 121385, BNBX 121386, BNBX 121387, BNBX 121388, BNBX 121389, BNBX 121390, BNBX 121391

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

Memorandum of Assignment of Lease, Rents, and Profits

In addition, the Surface Transportation Board Recording fee of \$43 is being mailed separately. Thank you.

Very truly,

A handwritten signature in black ink, appearing to read 'S. Ryan White', written in a cursive style.

S. Ryan White

Enclosure

MEMORANDUM OF ASSIGNMENT OF LEASE, RENTS, AND PROFITS

This **MEMORANDUM OF ASSIGNMENT OF LEASE, RENTS, AND PROFITS** dated as of the 29th day of September 2015, (the "Memorandum") is made by and between Rail Connection, Inc., a West Virginia Corporation, with an address at 737 Eleanor Industrial Park Eleanor, WV 25070 (the "Assignor"), and MVB BANK, INC., a West Virginia corporation, with an address at 406 West Main Street, Clarksburg, West Virginia 26301 (the "Assignee" and, together with the Assignor, the "Parties").

WHEREAS, Assignor, as lessor, and Duke Energy Progress, LLC, as Lessee, entered into that certain Lease Agreement dated as of September 28, 2015 (the "Lease") providing for the Lessee's lease of one hundred forty one (141) coal hopper rail cars described on Exhibit A hereto (the "Cars") from the Lessor. Evidence of the Lease has been recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 simultaneously with this Memorandum under Exhibit B to this Memorandum.

WHEREAS, the Assignee has provided a Loan to the Assignor, and in connection therewith the Assignor has agreed to grant the Assignee a security interest in the Cars and assign the Lease, together with the rents and profits relating thereto, to the Assignee as further collateral to secure the Loan.

WHEREAS, the Parties have entered into that certain Assignment of Lease, Rents, and Profits of even date herewith (the "Assignment"), evidencing the assignment of the Lease, together with the rents and profits relating thereto attached hereto as Exhibit B.

WHEREAS, the Parties wish to show for the public record the existence of the Assignment, and the respective interests therein of the Parties in and to the Cars and the Lease, and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301(a).

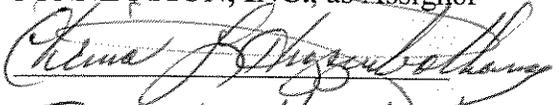
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in, to, and under the Lease in accordance with the terms and conditions of the Assignment, and the Assignee confirms and accepts assignment upon such terms and conditions.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment of Lease, Rents, and Profits to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Assignor by authority of its Board of Directors and that I acknowledge that the execution of

the foregoing instrument was the free act and deed of the Assignor. I further declare under penalty of perjury that the foregoing is true and correct. Executed on September 28, 2015.

RAIL CONNECTION, INC., as Assignor

By: 

Name: Trina L. Higginbotham

Title: President

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Assignee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Assignee. I further declare under penalty of perjury that the foregoing is true and correct. Executed on September 29, 2015.

MVB BANK, INC., as Assignee

By: 

Name: Louis S. Argento

Title: V.P.

EXHIBIT A
DESCRIPTION OF RAILCARS

See Attached

Rail Connection Inc.

ATTACHMENT "A"

Cars subject to the Duke Energy Progress, LLC:

(141) One hundred forty one coal hopper rail cars:

GGPX 26001	GGPX 26034	GGPX 26067	GGPX 26102	BNBX 121381
GGPX 26002	GGPX 26035	GGPX 26068	GGPX 26103	BNBX 121384
GGPX 26003	GGPX 26036	GGPX 26069	GGPX 26104	BNBX 121385
GGPX 26004	GGPX 26037	GGPX 26070	GGPX 26105	BNBX 121386
GGPX 26005	GGPX 26038	GGPX 26071	GGPX 26106	BNBX 121387
GGPX 26006	GGPX 26039	GGPX 26072	GGPX 26108	BNBX 121388
GGPX 26007	GGPX 26040	GGPX 26073	GGPX 26109	BNBX 121389
GGPX 26008	GGPX 26041	GGPX 26074	GGPX 26110	BNBX 121390
GGPX 26009	GGPX 26042	GGPX 26075	GGPX 26111	BNBX 121391
GGPX 26010	GGPX 26043	GGPX 26076	GGPX 26112	
GGPX 26011	GGPX 26044	GGPX 26077	GGPX 26114	
GGPX 26012	GGPX 26045	GGPX 26078	GGPX 26115	
GGPX 26013	GGPX 26046	GGPX 26079	GGPX 26116	
GGPX 26014	GGPX 26047	GGPX 26080	GGPX 26117	
GGPX 26015	GGPX 26048	GGPX 26081	GGPX 26118	
GGPX 26016	GGPX 26049	GGPX 26082	GGPX 26119	
GGPX 26017	GGPX 26050	GGPX 26084	GGPX 26120	
GGPX 26018	GGPX 26051	GGPX 26085	GGPX 26121	
GGPX 26019	GGPX 26052	BNBX 26086	GGPX 26122	
GGPX 26020	GGPX 26053	GGPX 26087	GGPX 26123	
GGPX 26021	GGPX 26054	GGPX 26088	GGPX 26124	
GGPX 26022	GGPX 26055	GGPX 26090	GGPX 26125	
GGPX 26023	GGPX 26056	GGPX 26091	BNBX 120480	
GGPX 26024	BNBX 26057	GGPX 26092	BNBX 120626	
GGPX 26025	GGPX 26058	GGPX 26093	BNBX 120628	
GGPX 26026	GGPX 26059	GGPX 26094	BNBX 120685	
GGPX 26027	GGPX 26060	GGPX 26095	BNBX 120740	
GGPX 26028	GGPX 26061	GGPX 26096	BNBX 121029	
GGPX 26029	GGPX 26062	GGPX 26097	BNBX 121108	
GGPX 26030	GGPX 26063	GGPX 26098	BNBX 121124	
GGPX 26031	GGPX 26064	GGPX 26099	BNBX 121142	
GGPX 26032	GGPX 26065	GGPX 26100	BNBX 121266	
GGPX 26033	GGPX 26066	GGPX 26101	BNBX 121373	

EXHIBIT B
ASSIGNMENT OF LEASE RENTS AND PROFITS

See Attached

ASSIGNMENT OF LEASE, RENTS, AND PROFITS

This ASSIGNMENT OF LEASE, RENTS, AND PROFITS ("Assignment") is made and entered into as of September 29, 2015, by and among **RAIL CONNECTION, INC.**, a West Virginia corporation ("Assignor") and **MVB BANK, INC.**, a West Virginia banking corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is party to a Loan Agreement by and among Assignor and Assignee of even date herewith (the "Loan Agreement"), pursuant to which Assignee agreed to make a term loan to Assignor under a Promissory Note in the amount of \$2,900,000 (the "Note"); and

WHEREAS, pursuant to a commercial security agreement entered into between Assignor and Assignee (the "Security Agreement" and together with this Assignment, the Note and Loan Agreement, the "Loan Documents") of even date herewith, Assignor has granted Assignee a first priority lien and security interest in and to 141 certain railcars (the "Railcars") which have been leased to Duke Energy Progress, LLC, a North Carolina limited liability company (the "Lessee") pursuant to a Lease Agreement (the "Lease") dated September 28, 2015 between Assignor and the Lessee; and

WHEREAS, Assignee is unwilling to extend credit to the Borrower without Assignor's assignment of certain rights of the lease with the Lessee, and Assignor has agreed to assign such rights of the Lease pursuant to this Assignment;

NOW, THEREFORE, for value received and to induce Assignee to make the Loan to the Borrower pursuant to the Loan Agreement and other loans or financial accommodations extended by Assignee to Borrower and Assignor or any of its affiliates, the undersigned Assignor, with the intent of being legally bound hereby, agrees as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement of even date herewith. Terms not otherwise defined in this Assignment or the Loan 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.

2. **ASSIGNMENT OF LEASES, RENTS, AND PROFITS.** As collateral security for (i) the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the obligations of the Assignors under the Note, the Loan Agreement, the other Loan Documents, and any other documents related to loans or financial accommodations extended by Assignee to Borrower or Assignor or any of its affiliates and (ii) the due and punctual payment and performance of Borrower's obligations and liabilities under, arising out of, or in connection with this Assignment, including, without limitation, any taxes and expenses payable pursuant hereto (all of the foregoing are collectively the

“Indebtedness”), Assignor hereby conveys, transfers and assigns unto the Assignee, its successors and assigns

a. all the rights, title, interests and privileges which the Assignor has and may have in that certain Lease between the Assignor and the Lessee, as said Lease may have been, or may from time to time hereafter be modified, extended and renewed, with all rents, income and profits due therefrom; and

b. any award made hereafter to it in any court procedure involving the Lease in any bankruptcy, insolvency, or reorganization proceeding in any state or Federal court and any and all payments made by Lessee in lieu of rent.

3. **ASSIGNMENT FOR SECURITY PURPOSES.** This assignment is made as additional security for the payment of the Note and any and all other obligations of the Borrower or Assignor to the Assignee under the Loan Documents or any other documents related to loans or financial accommodations extended by Assignee to Borrower or Assignor or any of its affiliates, and the Assignee’s acceptance of this Assignment and the collection of rents or the payments under the Lease hereby assigned shall not constitute a waiver of rights to the Assignee under the terms of said Note, any Loan Document, or any other documents related to loans or financial accommodations extended by Assignee to Borrower or Assignor or any of its affiliates.

4. **COLLECTION OF RENTS.** Prior to the occurrence of an Event of Default under this Assignment, Assignor shall have the right to collect said rents, income and profits from the Lease and to retain and use the same; provided, however, that even before default occurs no rent more than two months in advance shall be collected or accepted without the prior written consent of the Assignee.

5. **REPRESENTATIONS AND WARRANTIES OF BORROWER.** Assignor warrants and covenants to Assignee as follows:

- A.
- a. A true and correct copy of the Lease is attached hereto as **Exhibit**
 - b. The Assignor has full right and title to assign the Lease and the rents, income and profits due or to become due thereunder;
 - c. the terms of the Lease have not been changed from the terms in the copy of the Lease attached hereto as Exhibit A;
 - d. no other assignment of any interest in the Lease or the rents, income and profits due or to become due thereunder has been made;
 - e. there are no existing defaults under the provisions thereof; and
 - f. Assignor will not hereafter cancel, surrender or terminate the Lease, or exercise any option which might lead to such termination of the Lease, or

change, alter or modify the Lease or consent to the release of any party liable under the Lease or to the assignment of the Lessee's interest in the Lease without the prior written consent of the Assignee.

6. **EVENTS OF DEFAULT.** The following shall constitute an Event of Default under this Assignment:

- a. Failure of Assignor to keep any written promise Assignor has made to Assignee;
- b. Failure of Assignor to comply with or to perform when due any other term, obligation, covenant or condition contained in this Assignment or in any of the Loan Documents;
- c. Failure of Assignor to comply with or to perform any other material term, obligation, covenant or condition contained in any other agreement between Assignee and Assignor;
- d. The occurrence of any Event of Default under the Loan Documents or any other documents related to the Loan Agreement or financial accommodations extended by Assignee to Assignor or any of its affiliates; and
- e. The default by the Assignor under the terms of the Lease.

7. **RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Assignment, Assignor hereby authorizes the Assignee, at its option, to enter and take possession of the Railcars and to manage and operate the same, to collect all or any rents accruing therefrom, to lease or re-lease said Railcars or any part thereof, to cancel and to modify the Leases, to bring or defend any suits in connection with the possession of the Railcars in its own name or Assignor's name, to make repairs as Assignee deems appropriate, and to perform such other acts in connection with the management and operation of said Railcars as the Assignee, in its discretion, may deem proper. The receipt by the Assignee of any rents, issues or profits pursuant to this Agreement after the institution of foreclosure or any other proceedings under the Loan Agreement or any other Loan Documents or otherwise shall not cure such default nor affect such proceedings or any sale pursuant thereto.

8. **INDEMNIFICATIONS.** Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Lease or any future leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any kind and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of the Railcars upon the Assignee nor make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said Railcars resulting in loss or injury or death to any tenant, licensee, employee or stranger.

9. **ADDITIONAL OBLIGATIONS.** Any expenditures made by the Assignee in curing any default on the Assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become part of the debt secured by this Assignment and the other Loan Documents.

10. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

a. **Additional Assurances.** The Assignor will, on request of the Assignee, execute any other documents or instruments that Assignee deems necessary or appropriate to evidence the assignment granted hereby and assignments of any future leases affecting any part of the property leased pursuant to the Lease.

b. **Termination of Assignment.** The full performance of said mortgage and the duly recorded release or satisfaction of said mortgage shall render this assignment void.

c. **Absolute Assignment.** Notwithstanding any provisions herein to the contrary, this Assignment is intended to be an absolute assignment from Assignor to Assignee and not merely the passing of a security interest. The rents and leases are hereby assigned absolutely by Assignor to Assignee, contingent only upon the occurrence of a default.

d. **Amendments.** This Assignment, together with any other Loan Documents and any other documents related to loans or financial accommodations extended by Assignee to Assignor or any of its affiliates, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment 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.

e. **Applicable Law.** This Assignment has been delivered to Assignee and accepted by Assignee in the State of West Virginia.

f. **SUBMISSION TO JURISDICTION AND VENUE.** IF THERE IS A LAWSUIT, ASSIGNOR AGREES UPON ASSIGNEE'S REQUEST TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF WEST VIRGINIA AND THE LAYING OF VENUE IN THE COURTS OF KANAWHA COUNTY, WEST VIRGINIA.

g. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to conflict of laws principles.

h. **Attorneys' Fees; Expenses.** Assignor agrees to pay upon demand all of Assignee's reasonable costs and expenses, including reasonable attorneys' fees and

Assignee's legal expenses, incurred in connection with the enforcement of this Assignment. Assignee may pay someone else to help enforce this Assignment, and Assignor shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Assignee's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Assignor also shall pay all court costs and such additional fees as may be directed by the court.

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

j. **Notices.** Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier service or United States mail certified or registered and shall be deemed to have been given: (i) if delivered in person, when delivered; (ii) if delivered by telecopy, on the date of transmission if transmitted on a Business Day before 4:00 p.m. (West Virginia time) or, if not, on the next succeeding Business Day; (iii) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (iv) if by United States mail, four Business Days after deposit in the United States mail, postage prepaid and properly addressed. Notices shall be addressed as follows:

(i) in the case of the Assignor, to:

Rail Connection, Inc.
737 Eleanor Industrial Park
Eleanor, WV 25070

(ii) in the case of the Assignee, to:

MVB Bank, Inc.
400 Washington Street, E
Charleston, WV 25301

with a copy not constituting notice to:

Ryan White, Esq.
700 Chappell Road
Charleston, WV 25304

or in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party, given in accordance with this Section.

A notice not given as provided above shall, if it is in writing, be deemed given if and when actually received by the party to whom given.

k. **Power of Attorney.** Assignor hereby appoints Assignee as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following upon the occurrence of an Event of Default: (i) 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 Lease; (ii) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Lease; (iii) to settle or compromise any and all claims arising under the Lease, and, in the place and stead of Assignor, to execute and deliver its release and settlement for the claim; and (iv) 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 Assignor, or otherwise, which in the discretion of Assignee may seem to be necessary or advisable. This power is given as security for the Indebtedness of Assignor to Assignee, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Assignee.

l. **Notice to Lessee.** Assignor hereby authorizes the Assignee to give notice in writing of this assignment at any time to the Lessee under the Lease.

m. **Severability.** If a court of competent jurisdiction finds any provision of this Assignment 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 Assignment in all other respects shall remain valid and enforceable.

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

o. **Waiver.** Assignee shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Assignee of a provision of this Assignment shall not prejudice or constitute a waiver of Assignee's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Assignee, nor any course of dealing between Assignee and Assignor, shall constitute a waiver of any of Assignee's rights or of any of Assignor's obligations as to any future transactions. Whenever the consent of Assignee is required under this Assignment, the granting of such consent by Assignee 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 Assignee.

p. **Applicability.** Each agreement, representation, warranty, and provision hereof shall be binding on Assignor.

q. **Inconsistency.** To the extent that this Assignment is inconsistent or in conflict with any other agreement or assignment between the parties, the terms of this instrument shall govern.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this **Assignment** to be duly executed and delivered by their proper and duly authorized officers as of this 29th day of September 2015.

RAIL CONNECTION, INC.

A West Virginia Corporation

By: 
Name: Trina B. Hagg
Title: President

MVB BANK, INC., a West Virginia banking corporation

By: 
Name: Louis S. Argento
Its: V.P.

STATE OF WEST VIRGINIA,

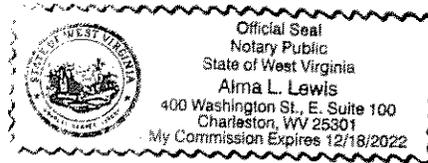
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 28th day of September, 2015, by Tina L. Higginbotham of Rail Connection, Inc., a West Virginia Corporation, on behalf of Rail Connection, Inc.

My commission expires 12/18/2022.

Alma L. Lewis
Notary Public

[SEAL]



STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 28th day of September, 2015, by Louis S. Argento of MVB Bank, Inc., a West Virginia Banking Corporation, on behalf of MVB Bank, Inc.

My commission expires 12/18/2022.

Alma L. Lewis
Notary Public

[SEAL]

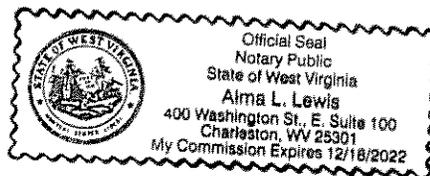


EXHIBIT A
FULL SERVICE CAR LEASING AGREEMENT

See attached

LEASE AGREEMENT
BETWEEN
DUKE ENERGY PROGRESS, LLC
AND
RAIL CONNECTION, INC.

CONTRACT NO. DEPI001SF

LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease") dated as of the 28th day of September, 2015, is made by and between DUKE ENERGY PROGRESS, LLC ("Lessee"), a North Carolina corporation, and RAIL CONNECTION INC. ("Lessor"), a West Virginia company.

1. Lease; Riders; Rental. Lessor leases to Lessee, and Lessee leases from Lessor the railroad cars ("Cars") covered by each rider (a "Rider") added to this Lease. Each Rider sets forth the term, rental rates and additional provisions of the Lease related to such Cars. In the event of any conflict between a Rider and this Lease, the Rider shall control. Monthly rental shall begin upon delivery and acceptance and shall be paid in advance on the first day of the month, prorating on a calendar year basis, any period which is less than a full month. Lessor will provide to Lessee an electronic invoice for such rentals on a monthly basis and at least ten (10) days prior to the due date for each such rental, but the failure to provide such invoice or Lessee's failure to receive such invoice will not relieve the Lessee of its obligation to pay the rental required hereunder on the date due. Amounts due from Lessee under this Lease shall not be subject to set-off.

2. Delivery; Acceptance. Subject to delays outside of its control, Lessor agrees to deliver the Cars at the location designated in the applicable Rider and shall promptly provide Lessee access to the cars for inspection purposes. Lessee agrees to execute a certificate of acceptance in the form attached as Exhibit B to the applicable Rider (an "Acceptance Certificate") to evidence its acceptance of Cars. However, Lessee will be deemed to have accepted a Car upon the first to occur of the loading of any Car or the failure by Lessee to report to Lessor any defect within seven (7) days from date of the delivery. If Lessee provides timely notice of a defect that existed when a Car was delivered, Lessor will be afforded a reasonable opportunity to remedy such defect and cause such Car to be redelivered. The Acceptance Certificate will provide (i) a complete listing of Cars accepted thereunder that are subject to the applicable Rider; and (ii) a report, if prepared by Lessee, that identifies the condition of the Cars as of the commencement date of the term of such Rider which such report may include supporting documentation and photographs (the "Car Condition Report").

3. Use. Lessee agrees to use the Cars in compliance with applicable laws, regulations and rules (collectively, "Applicable Law"), including without limitation as specified in the Association of American Railroad's Rules for Interchange or any successor thereto (the "Interchange Rules"), of any governmental or quasi-governmental body or agency having jurisdiction over Lessee or the Cars. Except with the prior written consent of Lessor, no Car shall be shipped beyond the boundaries of Canada or the United States or used for the transport of any commodity other than the commodities identified in the Rider. Unless specific written authorization from Lessor is granted to Lessee, no Car shall be loaded with any commodity other than coal or railroad approved freeze conditioning agents. Lessee agrees that the Cars shall remain free of liens and charges of any kind arising through Lessee, and Lessee shall not assign or sublease its rights hereunder without Lessor's prior written consent. If Lessor is required to make any payments to a railroad or becomes liable for any railroad charges or costs, including but not limited to empty movements and mileage equalization, Lessee agrees to promptly reimburse Lessor for such payments, charges, or costs.

4. Maintenance.

A. As used herein: (i) "Covered Off-Lease Maintenance" means as to a Car, maintenance or repairs that are performed at a shop authorized by Lessor made necessary by ordinary wear and tear and other repairs that are not Running Repairs (defined below), except in each case for maintenance and repairs that are the responsibility of Lessee hereunder or under any Rider, and (ii) "Running Repairs" mean repairs as defined and specified in the Interchange Rules.

B. Lessor shall be responsible for the cost of Covered Off-Lease Maintenance and Running Repairs. If any Car requires Covered Off-Lease Maintenance, (i) Lessee will route the Car to a shop authorized by Lessor (in route of Lessee's normal operations) for such Covered-Off Lease Maintenance, and (ii) this Lease will terminate as to such Car, and rental charges will cease for such Car (except as provided in Section 4(D) below),

five (5) days after receipt of the Car at the shop. Any such Car taken off-lease will again become subject to this Lease, and rental charges with respect to such Car will commence on the date that such Car is released from the shop and available for forwarding to Lessee.

C. Lessee shall not repair or modify or authorize the repair or modification of any Car without Lessor's prior written consent, except for Running Repairs performed by railroads or handling carriers that do not exceed the scheduled standard costs therefore. Lessee shall be responsible for all maintenance arising from abuse, unless the obligation is assumed by a responsible railroad. If any Car is required by Applicable Law to be modified or adjusted to qualify for operation in railroad interchange, Lessee agrees to pay an additional \$1.75 per Car per month for each \$100 expended by Lessor on such Car. Lessee shall be responsible for any cleaning or removal of residue required in connection with the repair of any Car. Lessor, or its authorized representative, shall be allowed to inspect the Cars at any time with reasonable notification to Lessee.

D. Lessee's obligation to pay rental charges under this Lease and all of its other obligations under this Lease shall continue for any Car in shop for repairs (i) when such Car was routed to a repair shop not authorized by Lessor, (ii) if a default by Lessee exists, (iii) from abuse to such Car (whether such abuse was caused by Lessee or a third party), (iv) that are Running Repairs. Additionally, Lessee's obligations hereunder as to any Car taken off-lease, including Lessee's indemnity obligation arising under Section 7 from events existing or occurring prior to the time such Car is taken off-lease, shall continue in full force and effect.

E. Notwithstanding anything to the contrary in this Section 4, if any Rider hereto provides that Car Hire Revenue (as defined in the Rider) constitutes all or a portion of the Rent and any Car covered under such Rider requires Covered Off-Lease Maintenance, Lessee's obligation to pay car hire and all of its other obligations under this Lease with respect to such Car shall continue until the accrual of such Car Hire Revenue abates pursuant to the Interchange Rules.

5. Loss or Destruction. Promptly upon Lessee's obtaining knowledge of the loss or destruction of, or damage to, any Car (a "Casualty"), Lessee shall notify Lessor of such event. In the event of a Casualty with the result that such Car cannot be operated in railroad service (a "Casualty Car"), Lessee shall promptly pay to Lessor an amount ("Loss Value") equal to the greater of (i) the amount set forth in the applicable schedule (the "Stipulated Loss Schedule"), if any, to the applicable Rider or (ii) the amount payable by a railroad subscribing to the Interchange Rules as if the Car had become a Casualty Car while in the service of such railroad. The rent with respect to such Casualty Car shall cease upon (iii) receipt of full payment on any Car covered by a Stipulated Loss Schedule, or (iv) upon receipt of authorization to invoice on any Car covered by the Interchange Rules. Any Loss Value payable by Lessee to Lessor shall be reduced by any amounts received by Lessor from any party responsible for such loss or destruction. Further, in the event the physical condition of any Car should become such that the Car cannot be operated in railroad service as determined by Lessor, Lessor may elect to permanently remove such Car from Lessee's service, and the rental with respect to such Car shall terminate upon the removal of such Car. Lessor shall have the right, but shall not be obligated, to substitute for any Casualty Car or removed Car, another car of the same type and capacity and having approximately the same or greater value and the rental with respect to such substituted Car shall commence upon delivery and acceptance of such substituted Car to Lessee.

6. DISCLAIMER; LIMITATION OF LIABILITY. LESSOR IS NOT A MANUFACTURER OR REPRESENTATIVE THEREOF, OR MERCHANT OR DEALER WITH RESPECT TO THE CARS. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO THE CARS' MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING ACKNOWLEDGED THAT THE CARS ARE LEASED "AS-IS". NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS LEASE OR IN CONNECTION WITH ANY CAR; PROVIDED, HOWEVER, THIS SECTION 6 SHALL NOT LIMIT LESSEE'S INDEMNITY OBLIGATIONS UNDER SECTION 7, INCLUDING LESSEE'S OBLIGATIONS TO INDEMNIFY LESSOR

FROM AND AGAINST ANY THIRD PARTY CLAIM INCLUDING, ANY THIRD PARTY CLAIM RELATING TO PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. Indemnities. Lessee shall be responsible for, and shall defend, indemnify and hold Lessor and its affiliates and their respective agents, directors, employees and owners harmless from and against any claim or liability (including without limitation relating to environmental matters and reasonable attorneys' fees and expenses) arising out of this Lease or the use of the Cars (a "Claim"), excepting, however, to the extent such Claim is determined under Applicable Law to be attributable to (i) the gross negligence or willful misconduct by the Lessor or (ii) violation of this Lease by the Lessor. Obligations of the Lessee hereunder for indemnities shall survive the earlier termination of this Lease or any Rider.

8. Default; Remedies.

A. Any of the following shall be an event of default under this Lease:

(i) (a) failure to pay any monthly rental amount hereunder or any other amount due hereunder within ten (10) days after written notice therefor;

(ii) any breach of Section 11 hereof;

(iii) failure to perform any other obligation under the Lease not specifically referred to in this Section 8 within thirty (30) days after receipt of notice of such failure (but such notice and cure period will not be applicable unless such breach is curable by practical means within such notice period); provided, however, such 30 day period shall be extended if such default cannot be reasonably cured within such 30 day period so long as the defaulting party (i) notifies the other party that defaulting party has commenced the cure of such default within such initial 30 day period, (ii) diligently pursues such cure and provides to the other party evidence of such pursuit, and (iii) completes cure of such default within a reasonable period following expiration of the 30 day period, not later than sixty (60) days after receipt of notice of such failure;

(iv) (a) any proceeding under bankruptcy, insolvency or similar laws shall have been commenced by Lessee or against Lessee, and if commenced against Lessee shall not have been dismissed within sixty (60) days of the date of filing, (b) a receiver or other similar appointment shall have been made against Lessee and shall not have been dismissed within sixty (60) days of appointment, (c) a general assignment for the benefit of creditors shall have been made by Lessee or (d) the Lessee shall otherwise be unable to pay or fail to pay its debts generally as they become due (any event described in clauses (iii)(a) - (d) being a "Bankruptcy Event");

(v) a writ of attachment or execution is levied on any Car or any order, judgment or decree is entered against Lessee and remains unpaid and in effect for thirty (30) days without a stay of execution; or

(vi) any guarantor of this Lease shall be dissolved, be declared to be in default under such guarantee or a Bankruptcy Event shall have occurred with respect to such guarantor.

B. In the case of an event of default by Lessee under this Lease, Lessor may exercise any remedies available at law or in equity and may:

(i) declare all amounts then accrued or thereafter accruing under this Lease for the balance of the term immediately due and payable and such amounts shall be discounted to present value at the lesser of five percent (5%) per annum or the rate for three month Treasury Bills as of the date of such declaration; or

(ii) if any Car is not returned, recover the Loss Value of such Car.

Each remedy is cumulative and may be enforced separately or concurrently. If Lessee fails to perform any of its obligations hereunder, Lessor, at Lessee's expense, and without waiving any rights it may have against Lessee for

such nonperformance, may itself render such performance. If applicable, Lessor shall be entitled to the remedies of a lessor under Section 1168 of the U.S. Bankruptcy Code. Further, Lessee shall reimburse Lessor for all costs and expenses including reasonable attorneys' fees expended by Lessor in the enforcement of its rights and remedies hereunder, and Lessee shall pay interest at the prime rate as announced in The Wall Street Journal (or other comparable U.S. publication), plus three percent (3%) on any amount owing to Lessor hereunder from the time such amount becomes due until paid (not to exceed the maximum amount permitted by law).

C. In case of any event of default by Lessor under the Lease, Lessee may exercise any remedies available at law or in equity.

9. Return Provisions. Lessee, at its expense, agrees upon the termination of each Rider to return the Cars leased thereunder to Lessor at the location indicated in such Rider suitable for interchange service and in substantial compliance with Applicable Law, including AAR and FRA Rules and regulations, substantially clean and free from residue (including the cleaning of the railroad approved freeze conditioning agents), free from abnormal corrosion, and in the same condition as when delivered to Lessee by Lessor, excepting any condition (a) resulting from ordinary wear and tear (b) resulting from Lessor's failure to provide maintenance required hereunder or (c) listed on the Car Condition Report. Ordinary wear and tear shall not include any condition expressly agreed to and set forth in a Rider excepting any conditions resulting from Lessor's failure to provide maintenance required hereunder or listed on the Car Condition Report. In the event that any Car is not returned to Lessor as set forth above, all of the obligations of Lessee under this Lease with respect to such Car shall remain in full force and effect until such Car is so returned to Lessor; provided, however, thirty (30) days after the end of the term with respect to any Car, the monthly rent for such Car shall be set at 150% of the prior monthly rent.

10. Taxes. Lessor shall arrange for the payment of all property taxes levied upon the Cars, provided that Lessee shall cooperate with Lessor in connection with any contest. Lessee agrees to pay any applicable transfer, rental and similar taxes arising out of this Lease (excluding income taxes on the net income of Lessor) and make all filings in connection therewith. Lessee shall reimburse and indemnify Lessor for any customs, withholdings or other liabilities resulting from use of the Cars outside of the United States and for tax benefit reductions resulting from the use of the Cars (i) predominantly outside the United States under the Internal Revenue Code, or (ii) so as to constitute tax-exempt use property under the Internal Revenue Code; or (iii) otherwise in a manner that reduces the tax benefits to which Lessor would be entitled with respect to the ownership of such Cars provided that such reduction results from Lessee's use of the Cars in a manner inconsistent with the applicable Rider. Obligations of the Lessee under this Section 10 shall survive the earlier termination of this Lease or any Rider.

11. Insurance. Lessee shall maintain with reputable and financially responsible insurance companies, (i) comprehensive general liability insurance against liability and claims for injuries to persons or property damage in a combined single limit of not less than \$5 million per occurrence or such greater amount as maintained by Lessee with respect to other cars owned or leased by it; (ii) physical damage insurance relating to loss of or damage to the Cars in such amounts not less than the Loss Value of such Cars; and (iii) any additional insurance required by Applicable Law. All such insurance shall provide not less than thirty (30) days' prior written notice of any intended cancellation or material change in coverages and shall name Lessor as loss payee with respect to any physical damage policy and as an additional insured with respect to the comprehensive general liability policy. Lessee shall provide evidence of compliance herewith upon reasonable request. Notwithstanding the foregoing, as long as Lessee's S&P unsecured credit rating is "BB" or higher as issued by Standard and Poor's, Lessee may self-insure with respect to physical damage insurance required under this Section 11 if permitted by Applicable Law and as is customary under Lessee's risk management program; provided, however, that any such self-insurance will be comparable in all material aspects to such self-insurance generally applicable to comparable equipment owned or leased by Lessee. Upon request, Lessee will promptly supply Lessor or its assignee with a statement of self-insurance and a summary of its risk management program.

12. Miscellaneous. If any Cars bear railroad reporting marks, Lessee will not enter into any agreement or contract to deprecise or otherwise alter the earning capacity or method by which compensation is

paid for the Cars without the express written consent of Lessor. Lessor shall have the right to assign this Lease or any of the Lessor's rights hereunder and shall be released from its obligation after the date of such assignment. This Lease shall be binding upon the parties hereto, their respective successors, assigns and legal representatives.

13. Administration. Any notice shall be in writing and shall be deemed to have been made (i) when deposited in the United States or Canada mail, certified or registered mail, postage prepaid, (ii) when deposited with a recognized overnight or express service or (iii) when sent by facsimile transmission, in each case when sent to the address or facsimile number set forth for each party in the appropriate Rider or such other address or number as is provided in accordance with this Section by either party to the other party. In the case of any Cars accepted under this Lease that do not carry marks owned or controlled by Lessor, Lessee shall promptly cause the owner's field in the Uniform Machine Language Equipment Register to reflect the "_____" mark and shall take such other action as reasonably requested by Lessor to allow Lessor to appropriately account for the use of such Cars. If this Lease provides for car hire, Lessee agrees to furnish to Lessor such reports and records as Lessor may reasonably request related to the Cars or the administration of the Lease. Lessee agrees to deliver to Lessor annual audited financial statements, as they are available.

14. Jurisdiction. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE EACH WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREFROM OR IN RELATION HERETO. Each Party shall have the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute all rights of self-help and other remedies. This Lease shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to conflicts of law principles. Each party consents to service of any summons or legal process by certified mail, such method of service to substitute, in every respect, sufficient and effective service of process in any legal action or proceeding, and the parties hereto agree to submit to the exclusive jurisdiction of appropriate state or federal courts located in Charlotte, North Carolina, and agree to waive objections to venue and similar defenses. This Lease and all Riders executed and delivered pursuant hereto constitute (i) one indivisible agreement and (ii) the entire agreement of the parties with respect to the subject matter hereof and supersede and replace any prior or contradictory agreements of Lessor and Lessee.

15. Car Hire/Mileage Credits. If Cars have marks owned or controlled by Lessor, Lessor will credit applicable car hire/mileage to Lessee's account when received from the railroads, however, in no event shall the aggregate amount of car hire/mileage allowance credited through the expiration of the term exceed the aggregate monthly rental over the term. Railroad mileage and junction reports shall be prima facie evidence of the facts reported in such reports. Lessee shall be obligated to repay Lessor any car hire/mileage credits paid in error.

16. Quiet Possession. Provided Lessee is not in default hereunder and conditioned upon Lessee performing all of the terms, conditions and covenants of this Agreement, Lessor, its successors and assigns, will not disturb Lessee's peaceable and quiet possession and use of the Cars during the term of this Lease.

17. Lessee Assignment. Lessee shall not transfer, sublease or assign any Car or its interests and obligations pursuant to the Lease, nor shall a transfer, sublease or assignment by operation of the law or otherwise of Lessee's interest in the Cars or the Lease be effective against Lessor without Lessor's prior written consent, which shall not be unreasonably withheld.

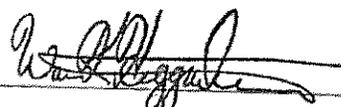
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease (such execution may be by two or more counterparts, each of which shall be deemed an original) as of the date and year first above written.

LESSEE: DUKE ENERGY PROGRESS, LLC

BY: 
NAME: Elliott Batson
TITLE: Director, Coal

ATTEST: 

LESSOR: RAIL CONNECTION INC.

BY: 
NAME: Warren K. Higginbotham
TITLE: Vice President

ATTEST: 

RIDER NO. 1

Pursuant to that certain Lease Agreement dated as of September 28, 2015 (the "Lease"), by and between DUKE ENERGY PROGRESS, LLC ("Lessee"), a North Carolina corporation, and RAIL CONNECTION INC, a West Virginia company. ("Lessor"), this Rider No. 1 dated as of September 28, 2015, ("Rider") incorporates the terms of the Lease Agreement by this reference and together with the Lease Agreement constitutes the "Lease". This Rider is supplemental to, and to be construed in conjunction with, the Lease Agreement; provided in the event that this Rider shall directly conflict with the terms and provisions of the Lease Agreement, this Rider shall control.

CONTRACT NO. DEPI001SF
ASSIGNMENT NO. _____

- I. NUMBER OF CARS: One hundred Forty one (141)
- II. DESCRIPTION OF CARS: (141) one hundred and forty-one, 2006-2007 FreightCar America built, 4200 cubic foot capacity, 286,000lbs GWR limit, rotary coupled, aluminum bodied, AutoFlood III design, coal hoppers.
- III. CAR NUMBERS: See attached Exhibit A
- IV. TERM: Two (2) year term, commencing on the first day of the month following the month in which the average date of delivery of the cars occurred; with a Lessee option for One (1) additional year at the rental rate provided in section V below.
- V. RENTAL RATES: Two hundred seventy five dollars (\$275.00) per Car per month payable in advance on a full service lease basis.
- VI. ANTICIPATED DELIVERY PERIOD: Early to middle September 2015. Cars currently located in Beam, KY.
- VII. POINT OF DELIVERY: Current location in Beam, KY.
- VIII. RETURN POINT; OTHER RETURN CONDITIONS: Cars are to be returned to a mutually agreed upon interchange point on the CSX or NS railroads or Lessee to provide a last loaded moved.
- IX. ADDITIONAL USAGE RENTAL: For each mile in excess of 90,000 x $\frac{\text{days in service}}{365}$ that each Car travels in a calendar year, there will be an additional charge of 3.0 ¢.
- X. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES: Coal, including railroad approved freezing conditioning agents. Lessee shall not load any of the Cars in excess of the load limits stenciled thereon.

XI. STIPULATED LOSS VALUE SCHEDULE : No. Rule 107 to apply in a casualty event.

XII. SPECIAL ITEMS:

A. Maintenance will be full service pursuant to Section 4 of the Lease Agreement, except Lessee is responsible for the maintenance and repairs to hopper doors and door opening systems.

B. Lessee is responsible for maintenance repairs and work required by Cars (i) caused by unfair usage as defined in AAR Interchange Rule 95, or (ii) which was caused by other than ordinary wear.

Ordinary wear or tear shall not include (i) sides and ends of Cars not straight to within the original manufacturers' recommended tolerances and/or is not acceptable for rotary unloading as designed; (ii) side posts that are cut through the thickness of the metal at the radius or crushed through the radius; (iii) broken, missing, or loose interior brace; and (iv) hopper doors that do not freely operate, do not tightly close, or do not have operable door locks, occurring during the Term excepting the conditions set forth in Section 9 of this Lease Agreement.

C. With ninety (90) days prior written notification the Lessee has the option of renewing all (not less than all) of the Cars for up to one (1) year term from the expiration of initial term, at a rate of two hundred seventy five dollars (\$275.00) per Car per month, payable in advance, with all other conditions remaining the same.

D. Upon expiration, the Term of this Rider No. 1 shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notification by one to the other and all obligations of the Lessee hereunder shall continue until all Cars are returned to Lessor in accordance with the Lease.

E. Car Hire Revenue and Mileage Credits shall not apply to this Rider No. 1.

XIII. ADDRESSING OF NOTICES:

if to Lessee:

DUKE ENERGY PROGRESS, LLC
526 S. Church St., M/C EC02F
Charlotte, NC 28202
Attention: Todd Beaver

Telephone: (980) 373-8422
Email: todd-dp.beaver@duke-energy.com

if to Lessor:

RAIL CONNECTION INC
737 Eleanor Industrial Park
Eleanor, WV 25070
Attention: Mark Jack

Telephone: (304) 586-7163

XIV. ADDRESSING FOR REPAIRS, DAMAGE, OR DESTROYED CARS:

if to Lessee:

if to Lessor:

DUKE ENERGY PROGRESS, LLC
526 S. Church St., M/C EC02F
Charlotte, NC 28202
Attention: Cathy Lefevers

Telephone: (980) 373-9382
Email: cathy.lefevers@duke-energy.com

RAIL CONNECTION INC
737 Eleanor Industrial Park
Eleanor, WV 25070
Attention: Mark Jack

Telephone: (304) 586-7163

XV. COUNTERPARTS:

Any counterpart of this Rider, the Lease Agreement or any other Rider that has attached to it separate signature pages, which altogether contain the signatures of each of the parties thereto, shall for all purposes be deemed a fully executed instrument. Lessor may in its sole discretion accept a photocopy, electronically transmitted facsimile or other reproduction of this Rider, the Lease Agreement or any other Rider thereto containing the signature of the Lessee (an "Electronic Image") as a binding and effective instrument, whether or not an ink-signed copy is also received by Lessor. Each party represents to the other party that the signature that appears on any such Electronic Image is intended to authenticate such Electronic Image, and further agrees that such Electronic Image, when acknowledged in writing by the other party, shall constitute an original document for the purposes of establishing the provisions therein and shall be legally admissible under the best evidence rule and binding on and enforceable against each party. If Lessor accepts an Electronic Image as the binding and effective record thereof, only such Electronic Image acknowledged in writing by Lessor shall be marked "Original" and to the extent that it constitutes chattel paper, a security interest may only be created in the Electronic Image that bears Lessor's ink signed acknowledgement and is marked "Original."

Executed and delivered as of September 28, 2015, as a Rider to and part of the Lease.

LESSEE:

DUKE ENERGY PROGRESS, LLC

BY: [Signature]

NAME: Elliott Bolton

TITLE: Director Coal

LESSOR:

RAIL CONNECTION INC

BY: [Signature]

NAME: WARREN K. HIGGINS

TITLE: Vice President

EXHIBIT A – RIDER NO. 1

CAR NUMBERS

Rail Connection Inc. owned and controlled marks.

1	MKMX	26001	37	MKMX	26037	73	MKMX	26073	109	MKMX	26112
2	MKMX	26002	38	MKMX	26038	74	MKMX	26074	110	MKMX	26114
3	MKMX	26003	39	MKMX	26039	75	MKMX	26075	111	MKMX	26115
4	MKMX	26004	40	MKMX	26040	76	MKMX	26076	112	MKMX	26116
5	MKMX	26005	41	MKMX	26041	77	MKMX	26077	113	MKMX	26117
6	MKMX	26006	42	MKMX	26042	78	MKMX	26078	114	MKMX	26118
7	MKMX	26007	43	MKMX	26043	79	MKMX	26079	115	MKMX	26119
8	MKMX	26008	44	MKMX	26044	80	MKMX	26080	116	MKMX	26120
9	MKMX	26009	45	MKMX	26045	81	MKMX	26081	117	MKMX	26121
10	MKMX	26010	46	MKMX	26046	82	MKMX	26082	118	MKMX	26122
11	MKMX	26011	47	MKMX	26047	83	MKMX	26084	119	MKMX	26123
12	MKMX	26012	48	MKMX	26048	84	MKMX	26085	120	MKMX	26124
13	MKMX	26013	49	MKMX	26049	85	MKMX	26086	121	MKMX	26125
14	MKMX	26014	50	MKMX	26050	86	MKMX	26087	122	MKMX	120480
15	MKMX	26015	51	MKMX	26051	87	MKMX	26088	123	MKMX	120626
16	MKMX	26016	52	MKMX	26052	88	MKMX	26090	124	MKMX	120628
17	MKMX	26017	53	MKMX	26053	89	MKMX	26091	125	MKMX	120685
18	MKMX	26018	54	MKMX	26054	90	MKMX	26092	126	MKMX	120740
19	MKMX	26019	55	MKMX	26055	91	MKMX	26093	127	MKMX	121029
20	MKMX	26020	56	MKMX	26056	92	MKMX	26094	128	MKMX	121108
21	MKMX	26021	57	MKMX	26057	93	MKMX	26095	129	MKMX	121124
22	MKMX	26022	58	MKMX	26058	94	MKMX	26096	130	MKMX	121142
23	MKMX	26023	59	MKMX	26059	95	MKMX	26097	131	MKMX	121266
24	MKMX	26024	60	MKMX	26060	96	MKMX	26098	132	MKMX	121373
25	MKMX	26025	61	MKMX	26061	97	MKMX	26099	133	MKMX	121381
26	MKMX	26026	62	MKMX	26062	98	MKMX	26100	134	MKMX	121384
27	MKMX	26027	63	MKMX	26063	99	MKMX	26101	135	MKMX	121385
28	MKMX	26028	64	MKMX	26064	100	MKMX	26102	136	MKMX	121386
29	MKMX	26029	65	MKMX	26065	101	MKMX	26103	137	MKMX	121387
30	MKMX	26030	66	MKMX	26066	102	MKMX	26104	138	MKMX	121388
31	MKMX	26031	67	MKMX	26067	103	MKMX	26105	139	MKMX	121389
32	MKMX	26032	68	MKMX	26068	104	MKMX	26106	140	MKMX	121390
33	MKMX	26033	69	MKMX	26069	105	MKMX	26108	141	MKMX	121391
34	MKMX	26034	70	MKMX	26070	106	MKMX	26109			
35	MKMX	26035	71	MKMX	26071	107	MKMX	26110			
36	MKMX	26036	72	MKMX	26072	108	MKMX	26111			

EXHIBIT B – RIDER NO. 1

Form of Acceptance Certificate

ACCEPTANCE CERTIFICATE NO. 1

DUKE ENERGY PROGRESS, LLC, a North Carolina corporation ("Lessee"), as Lessee under that certain Lease Agreement ("Lease Agreement") and Rider No. 1 (the "Rider", and the Lease Agreement and the Rider, collectively, the "Lease") respectively dated as of September 28, 2015, and in each case, between Lessee and RAIL CONNECTION INC, a West Virginia company, ("Lessor"), hereby acknowledges that Lessee has inspected the following railroad rolling stock specified on Exhibit A hereto (the "Cars"). Unless otherwise indicated, capitalized terms used herein shall have the meanings specified in the Lease.

Lessee warrants that as of the date hereof each Car (a) has been inspected to the complete satisfaction of Lessee, (b) is in the condition required to be delivered to Lessee, (c) is suitable for Lessee's purposes, (d) is subject to all of the terms, conditions and provisions of the Lease. A Car condition Report in the form of Exhibit B hereto may be attached to this Acceptance Certificate No. 1 in order to document the condition of any Car as of the date hereof.

Lessee further acknowledges, agrees and certifies that Lessor has made no representation, warranty, covenant or guarantee of any type or kind, expressed or implied, with respect to the Cars except as set forth in the Lease and that the insurance policies, certificates or other documents evidencing the coverage required under the Lease have been delivered to Lessor.

Date: _____

LESSEE:

DUKE ENERGY PROGRESS, LLC

BY: _____

NAME: _____

ATTEST: _____

TITLE: _____

EXHIBIT A - ACCEPTANCE CERTIFICATE NO. ___

CARS

EXHIBIT B - ACCEPTANCE CERTIFICATE NO. ____

CAR CONDITION REPORT

