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WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

20066

FAX (202) 393-2156

MAY 21 1996 1:34 PM

May 21, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Amended and Consolidated Loan and Security Agreement, dated May 16, 1996, 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:

Debtor: Neosho Construction Company, Incorporated  
2953 S.W. Wanamaker Drive  
Topeka, Kansas 66604

Secured Party: The CIT Group/Equipment Financing, Inc.  
1620 W. Fountainhead Pkwy.  
Tempe, Arizona 85282

A description of the railroad equipment covered by the enclosed document is set forth on Schedule A attached to the Security Agreement.

*Counterparts*

MAY 21 1 34 PM '96

RECEIVED  
SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams  
May 21, 1996  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

5/21/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW, Ste. 200  
Washington, DC., 20006-2973

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of  
the Interstate Commerce Act, 49 U.S.C. 11303, on 5/21/96 at 1:35PM, and  
assigned recordation number(s). 20066.

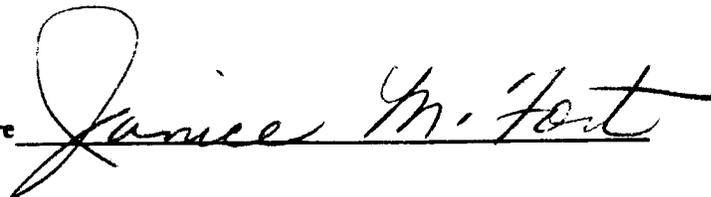
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



"I, Rod Burnett, hereby certify this is a true and exact copy of the Security Agreement between Neosho Construction Company, Incorporated, Debtor and The CIT Group/Equipment Financing, Inc., Secured Party dated May 16, 1996 The CIT Group/Equipment Financing, Inc. - By: *Rod Burnett* Title: *Agent*

### Amended and Consolidated Loan and Security Agreement

For Business Loans other than Inventory Loans in all States by The CIT Group/Equipment Financing, Inc. or Dealer: In Louisiana, form 5-SA-2305 must accompany this Agreement. My Commission Expires April 23, 2000

#### 1. Grant of Security Interest; Description of Collateral.

Debtor grants to Secured Party a security interest in the property described below, along with all present and future attachments and accessories thereto and replacements and proceeds thereof, including amounts payable under any insurance policy, all hereinafter referred to collectively as "Collateral": (Describe Collateral fully including make, kind of unit, model and serial numbers and any other pertinent information.) See Schedule "A" consisting of NINE (9) <sup>with</sup> pages attached hereto and made a part hereof.

20066  
MAY 24 1996 1:30 PM  
STATE OF MISSOURI

#### 2. What Obligations the Collateral Secures.

Each item of Collateral shall secure not only the specific amount which Debtor promises to pay in Paragraph 3 below, but also all other present and future indebtedness or obligations of Debtor to Secured Party of every kind and nature whatsoever.

#### 3. Promise to Pay; Terms and Place of Payment.

Debtor promises to pay Secured Party (i) the total principal sum of \$6,467,000.00 in 60 (total number) principal payments of \$107,783.33 each commencing on \_\_\_\_\_ and a like sum on a like date of each month thereafter until fully paid, provided however that the final payment shall be in the amount of the unpaid balance, plus (ii)

interest on the unpaid balance at the rate of 8.25% per annum payable monthly until the principal balance has been paid in full. Payment shall be made at the address of Secured Party shown herein or such other place as Secured Party may designate from time to time.

#### 4. Use and Location of Collateral.

Debtor warrants and agrees that the Collateral is to be used primarily for:

- business or commercial purposes (other than agricultural),
- agricultural purposes (see definition on final page), or
- both agricultural and business or commercial purposes.

Collateral to be located at various job sites in Kansas, Texas, Oklahoma, New Mexico, Oregon, Louisiana and Nebraska.

Location:

Debtor and Secured Party agree that regardless of the manner of affixation, the Collateral shall remain personal property and not become part of the real estate. Debtor agrees to keep the Collateral at the location set forth above, and will notify Secured Party promptly in writing of any change in the location of the Collateral within such State, but will not remove the Collateral from such State without the prior written consent of Secured Party (except that in the State of Pennsylvania, the Collateral will not be moved from the above location without such prior written consent).

#### 5. Late Charges and Other Fees.

Any payment not made when due shall, at the option of Secured Party, bear late charges thereon calculated at the rate of 1 1/2% per month, but in no event greater than the highest rate permitted by relevant law. Debtor shall be responsible for and pay to Secured Party a returned check fee, not to exceed the maximum permitted by law, which fee will be equal to the sum of (i) the actual bank charges incurred by Secured Party plus (ii) all other actual costs and expenses incurred by Secured Party. The returned check fee is payable upon demand as indebtedness secured by the Collateral under this Security Agreement.

## **6. Debtor's Warranties and Representations.**

Debtor warrants and represents:

- (a) that Debtor is justly indebted to Secured Party for the full amount of the indebtedness described in Paragraph 3;
- (b) that, except for the security interest granted hereby, the Collateral is free from and will kept free from all liens, claims, security interests and encumbrances;
- (c) that no financing statement covering the Collateral or any proceeds thereof is on file in favor of anyone other than Secured Party, but if such other financing statement is on file, it will be terminated or subordinated;
- (d) that all information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement with respect to this transaction are and shall be true, correct, valid and genuine; and
- (e) that Debtor has full authority to enter into this Security Agreement and in so doing it is not violating its charter or by-laws, any law or regulation or agreement with third parties, and it has taken all such action as may be necessary or appropriate to make this Security Agreement binding upon it.

## **7. Debtor's Agreements.**

Debtor agrees:

- (a) to defend at Debtor's own cost any action, proceeding, or claim affecting the Collateral;
- (b) to pay reasonable attorneys' fees (at least 15% of the unpaid balance if not prohibited by law) and other expenses incurred by Secured Party in enforcing its rights against Debtor under this Security Agreement;
- (c) to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral or this Security Agreement; and this obligation shall survive the termination of this Security Agreement;
- (d) that, if a certificate of title is required or permitted by law, Debtor shall obtain such certificate with respect to the Collateral, showing the security interest of Secured Party thereon and in any event do everything necessary or expedient to preserve or perfect the security interest of Secured Party;
- (e) that Debtor will not misuse, fail to keep in good repair, secrete or without the prior written consent of Secured Party, sell, rent, lend, encumber or transfer any of the Collateral notwithstanding Secured Party's right to proceeds;
- (f) that Secured Party may enter upon Debtor's premises or wherever the Collateral may be located at any reasonable time to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making such inspection; and
- (g) that the security interest granted by Debtor to Secured Party shall continue effective irrespective of the payment of the amount in Paragraph 3, or in any promissory note executed in connection herewith, so long as there are any obligations of any kind, including obligations under guaranties or assignments, owed by Debtor to Secured Party, provided, however, upon any assignment of this Security Agreement the Assignee shall thereafter be deemed for the purpose of this Paragraph the Secured Party under this Security Agreement.

## **8. Insurance and Risk of Loss.**

All risk of loss, damage to or destruction of the Collateral shall at all times be on Debtor. Debtor will procure forthwith and maintain at Debtor's expense insurance against all risks of loss or physical damage to the Collateral for the full insurable value thereof for the life of this Security Agreement plus breach of warranty insurance and such other insurance thereon in amounts and against such risks as Secured Party may specify, and shall promptly deliver each policy to Secured Party with a standard long-form mortgagee endorsement attached thereto showing loss payable to Secured Party; and providing Secured Party with not less than 30 days written notice of cancellation; each such policy shall be in form, terms and amount and with insurance carriers satisfactory to Secured Party; Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligations. As to Secured Party's interest in such policy, no act or omission of Debtor or any of its officers, agents, employees or representatives shall affect the obligations of the insurer to pay the full amount of any loss.

## 8. Insurance and Risk of Loss (Continued)

Debtor hereby assigns to Secured Party any monies which may become payable under any such policy of insurance and irrevocably constitutes and appoints Secured Party as Debtor's attorney in fact (a) to hold each original insurance policy, (b) to make, settle and adjust claims under each policy of insurance, (c) to make claims for any monies which may become payable under such and other insurance on the Collateral including returned or unearned premiums, and (d) to endorse Debtor's name on any check, draft or other instrument received in payment of claims or returned or unearned premiums under each policy and to apply the funds to the payment of the indebtedness owing to Secured Party; provided, however, Secured Party is under no obligation to do any of the foregoing.

Should Debtor fail to furnish such insurance policy to Secured Party, or to maintain such policy in full force, or to pay any premium in whole or in part relating thereto, then Secured Party, without waiving or releasing any default or obligation by Debtor, may (but shall be under no obligation to) obtain and maintain insurance and pay the premium therefor on behalf of Debtor and charge the premium to Debtor's indebtedness under this Security Agreement. The full amount of any such premium paid by Secured Party shall be payable by Debtor upon demand, and failure to pay same shall constitute an event of default under this Security Agreement.

## 9. Events of Default; Acceleration.

A very important element of this Security Agreement is that Debtor make all its payments promptly as agreed and that the Collateral continue to be in good condition and adequate security for the indebtedness. The following are events of default under this Security Agreement which will allow Secured Party to take such action under this Paragraph and under Paragraph 10 as it deems necessary:

- (a) any of Debtor's obligations to Secured Party under any agreement with Secured Party is not paid promptly when due;
- (b) Debtor breaches any warranty or provision hereof, or of any note or of any other instrument or agreement delivered by Debtor to Secured Party in connection with this or any other transaction;
- (c) Debtor dies, becomes insolvent or ceases to do business as a going concern;
- (d) it is determined that Debtor has given Secured Party materially misleading information regarding its financial condition;
- (e) any of the Collateral is lost or destroyed;
- (f) a petition or complaint in bankruptcy or for arrangement or reorganization or for relief under any insolvency law is filed by or against Debtor or Debtor admits its inability to pay its debts as they mature;
- (g) property of Debtor is attached or a receiver is appointed for Debtor;
- (h) whenever Secured Party in good faith believes the prospect of payment or performance is impaired or in good faith believes the Collateral is insecure; or
- (i) any guarantor, surety or endorser for Debtor dies or defaults in any obligation or liability to Secured Party or any guaranty obtained in connection with this transaction is terminated or breached.

**If Debtor shall be in default hereunder**, the indebtedness herein described and all other indebtedness then owing by Debtor to Secured Party under this or any other present or future agreement (collectively, the "Indebtedness") shall, if Secured Party shall so elect, become immediately due and payable and the unpaid principal balance of the indebtedness described in Paragraph 3, or in any promissory note executed in connection herewith, shall bear interest at the same rate as before maturity until paid in full. In no event shall the Debtor, upon demand by Secured Party for payment of the Indebtedness, by acceleration of the maturity thereof or otherwise, be obligated to pay any interest in excess of the amount permitted by law. Any acceleration of the Indebtedness, if elected by the Secured Party, shall be subject to all applicable laws, including laws relating to rebates and refunds of unearned charges.

## 10. Secured Party's Remedies After Default; Consent to Enter Premises.

Upon Debtor's default and at any time thereafter, Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the Collateral for which Debtor hereby agrees to remain fully liable. Debtor agrees that Secured Party, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of Debtor or any agent of Debtor where the Collateral may be or where Secured Party believes the Collateral may be, and disassemble, render unusable and/or repossess all or any item of the Collateral, disconnecting and separating all Collateral from any other property. Debtor expressly waives all further rights to possession of the Collateral after default and all claims for injuries suffered through or loss caused by such entering and/or repossession. Secured Party may require Debtor to assemble the Collateral and return it to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties.

Secured Party may sell or lease the Collateral at a time and location of its choosing provided that the Secured Party acts in good faith and in a commercially reasonable manner. Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown herein at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorneys' fees and other legal expenses. Debtor understands that Secured Party's rights are cumulative and not alternative.

### 11. Waiver of Defaults; Agreement Inclusive.

Secured Party may in its sole discretion waive a default, or cure, at Debtor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Security Agreement or any related note, instrument or agreement shall bind Secured Party unless in writing signed by Secured Party. No oral agreement shall be binding.

### 12. Financing Statements; Certain Expenses.

If permitted by law, Debtor authorizes Secured Party to file a financing statement with respect to the Collateral signed only by Secured Party, and to file a carbon, photograph or other reproduction of this Security Agreement or of a financing statement. At the request of Secured Party, Debtor will execute any financing statements, agreements or documents, in form satisfactory to Secured Party which Secured Party may deem necessary or advisable to establish and maintain a perfected security interest in the Collateral, and will pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Secured Party. Debtor also agrees to pay all costs and expenses incurred by Secured Party in conducting UCC, tax or other lien searches against the Debtor or the Collateral and such other fees as may be agreed.

### 13. Waiver of Defenses Acknowledgment.

If Secured Party assigns this Security Agreement to a third party ("Assignee"), then after such assignment:

- (a) Debtor will make all payments directly to such Assignee at such place as Assignee may from time to time designate in writing;
- (b) Debtor agrees that it will settle all claims, defenses, setoffs and counterclaims it may have against Secured Party directly with Secured Party and will not set up any such claim, defense, setoff or counterclaim against Assignee, Secured Party hereby agreeing to remain responsible therefor;
- (c) Secured Party shall not be Assignee's agent for any purpose and shall have no authority to change or modify this Security Agreement or any related document or instrument; and
- (d) Assignee shall have all of the rights and remedies of Secured Party hereunder but none of Secured Party's obligations.

### 14. Miscellaneous.

Debtor waives all exemptions. Secured Party may correct patent errors herein and fill in such blanks as serial numbers, date of first payment and the like. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Except as otherwise provided herein or by applicable law, the Debtor shall have no right to prepay the indebtedness described in Paragraph 3, or in any promissory note executed in connection with this Security Agreement. Debtor and Secured Party each hereby waive any right to a trial by jury in any action or proceeding with respect to, in connection with, or arising out of this Security Agreement, or any note or document delivered pursuant to this Security Agreement. **Debtor acknowledges receipt of a true copy and waives acceptance hereof.** If Debtor is a corporation, this Security Agreement is executed pursuant to authority of its Board of Directors. Except where the context otherwise requires, "Debtor" and "Secured Party" include the heirs, executors or administrators, successors or assigns of those parties, but nothing herein shall authorize Debtor to assign this Security Agreement or its rights in and to the Collateral. If more than one Debtor executes this Security Agreement, their obligations under this Security Agreement shall be joint and several.

If at any time this transaction would be usurious under applicable law, then regardless of any provision contained in this Security Agreement or in any other agreement made in connection with this transaction, it is agreed that:

- (a) the total of all consideration which constitutes interest under applicable law that is contracted for, charged or received upon this Security Agreement or any such other agreement shall under no circumstances exceed the maximum rate of interest authorized by applicable law and any excess shall be credited to the Debtor; and
- (b) if Secured Party elects to accelerate the maturity of, or if Secured Party permits Debtor to prepay the Indebtedness, any amounts which because of such action would constitute interest may never include more than the maximum rate of interest authorized by applicable law, and any excess interest, if any, provided for in this Security Agreement or otherwise, shall be credited to Debtor automatically as of the date of acceleration or prepayment.

### 15. Special Provisions See

Special Provisions Instructions below.

SEE COVENANT RIDER CONSISTING OF <sup>Two</sup> ~~ONE~~ PAGE ATTACHED HERETO AND MADE A PART HEREOF. DEBTOR SHALL HAVE NO RIGHT TO PREPAY THE INDEBTEDNESS IN WHOLE DURING THE FIRST YEAR AND IF PREPAID IN WHOLE DURING THE SECOND YEAR THERE WILL BE A 3% FEE BASED UPON THE UNPAID PRINCIPAL BALANCE THEN OWING. AFTER THE SECOND YEAR PREPAYMENT IS ALLOWED AT ANY TIME,

Dated: 5/16/96

**Debtor:**

Neosho Construction Company, Incorporated  
Name of individual corporation or partnership

By [Signature] Title VP  
If corporation, have signed by President, Vice President or Treasurer, and give official title.  
If owner or partner, state which.

2953 SW Wanamaker Dr.  
Address

Topeka KS 66604  
City State Zip Code

**Secured Party:**

The CIT Group/Equipment Financing, Inc.  
Name of individual corporation or partnership

By [Signature] Title agent  
If corporation, give official title. If owner or partner, state which.

P.O. Box 27248  
Address

Tempe AZ 85285-7248  
City State Zip Code

If Debtor is a partnership, enter:  
Partners' names Home addresses

**SPECIAL PROVISIONS INSTRUCTIONS - The notations to be entered in the Special Provisions section of this document for use in ALABAMA, FLORIDA, GEORGIA, IDAHO, NEVADA, NEW HAMPSHIRE, OREGON, SOUTH DAKOTA and WISCONSIN are shown in the applicable State pages of the Loans and Motor Vehicles Manual.**

**NOTICE: Do not use this form for transactions for personal, family or household purposes. For agricultural and other transactions subject to Federal or State regulations, consult legal counsel to determine documentation requirements.**

**Agricultural purposes generally means farming, including dairy farming, but it also includes the transportation, harvesting, and processing of farm, dairy, or forest products if what is transported, harvested, or processed is farm, dairy, or forest products grown or bred by the user of the equipment itself. It does not apply, for instance, to a logger who harvests someone else's forest, or a contractor who prepares land or harvests products on someone else's farm.**

**In LOUISIANA, form 5-SA-2305 (Addendum to Security Agreements 5-SA-1117, 5-SA-1700, 5-SA-1702 and 5-SA-1703) must accompany this Agreement.**

## FINANCIAL REPORT COVENANT RIDER

ATTACHED TO AND BY THIS REFERENCE MADE A PART OF SECURITY AGREEMENT WHEREIN Neosho Construction Company, Incorporated IS DEBTOR and THE CIT GROUP/EQUIPMENT FINANCING, INC. IS SECURED PARTY OF EVEN DATE.

DEBTOR ALSO COVENANTS AND AGREES TO THE FOLLOWING:

1. THE GUARANTOR SHALL HAVE A FISCAL YEAR END, SEPTEMBER 30, 1996, A MINIMUM TANGIBLE NET WORTH OF \$3,500,000. TANGIBLE NET WORTH IS TO BE COMPUTED AS NET WORTH LESS OFFICER, EMPLOYEES, AND AFFILIATED COMPANY ACCOUNTS RECEIVABLE AND NOTES RECEIVABLES.
2. THE GUARANTOR SHALL MAINTAIN AT ALL TIMES A MINIMUM RATIO OF CURRENT ASSETS TO CURRENT LIABILITIES OF 1.0 TO 1.0.
3. THE GUARANTOR SHALL MAINTAIN AT ALL TIMES A TOTAL DEBT (BOTH SHORT TERM AND LONG TERM) TO TANGIBLE NET WORTH RATIO NOT TO EXCEED 4.0 TO 1.0.
4. HAVE NET WORTH TO BE INCREASED ANNUALLY BY A RETENTION OF NO LESS THAN 40% OF NET AFTER TAX PROFITS.

5. THE GUARANTOR WILL PROVIDE TO SECURED PARTY (A) WITHIN 90 DAYS AFTER THE END OF EACH FISCAL YEAR, A BALANCE SHEET AND INCOME STATEMENT OF GUARANTOR'S PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES CONSISTENTLY APPLIED AND CERTIFIED BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT SELECTED BY GUARANTOR AND ACCEPTABLE TO THE CIT GROUP/EQUIPMENT FINANCING, INC. AND (B) WITHIN 45 DAYS AFTER THE END OF EACH SEMI-ANNUAL PERIOD OF SUCH FISCAL YEAR, A BALANCE SHEET AND INCOME STATEMENT OF GUARANTOR'S PREPARED ;IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES CONSISTENTLY APPLIED AND CERTIFIED BY GUARANTOR'S CHIEF FINANCIAL OFFICER.
6. ALL TERMS USED HEREIN ARE DEFINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP).

**Debtor:**

Neosho Construction Company, Incorporated

By  Title VP

SCHEDULE "A"

Attached to and made a part of Amended and Consolidated Loan Security Agreement between Neosho Construction Company, Incorporated as Debtor and The CIT Group/Equipment Financing, Inc. as Secured Party.

- 1) 1990 Peterbilt Water, S/N LXPFDB9X0LD285773
- 1) Fiat Allis FD5 Dozer, S/N 201886
- 1) Cat D9L Tractor, S/N 14Y02571
- 1) Cat D/O Tractor, S/N 84W01072
- 1) D8L Dozer W/Ripper, S/N 53Y02047
- 1) 450 J D Dozer, S/N 793646
- 1) 412B Scraper (Dresser), S/N 16587
- 1) TS14B Scraper (Terex), S/N S21311
- 1) TS14B Scraper (Terex), S/N S21312
- 1) 140G Cat Blade Grader, S/N 72V11771
- 1) 140G Cat Blade Grader, S/N 72V11675
- 1) 140G Cat Blade Grader, S/N 72V11857
- 1) 140G Cat Blade Grader, S/N 72V05407
- 1) 310D JD Backhoe, S/N 806426
- 1) 200 LCS Komatsu, S/N A80513
- 1) WA250 Komatsu Loader, S/N A65723
- 1) 6700 Jackson Tamper, S/N 146420 ✓
- 1) Kershaw Ballast Reg, S/N X138 ✓
- 1) Kershaw Ballast Reg, S/N 1602 ✓
- 1) 2900 Jackson Pup Tamper, with Detroit Diesel Engine, Vibratory Squeeze Work Head, Hydrostatic Drive, S/N 152677 ✓
- 1) Kershaw 261-1 Ballast Regulator, with Detroit Diesel Engine, S/N 26-1382 <sup>DW 11</sup> ✓
- 1) Jackson 6000 Tamper, S/N 136137 ✓

- 1) Kershaw 26-2-2 Ballast Regulator, S/N 59240. ✓
- 1) Double Broom Jackson 5600, S/N 139398 ✓
- 1) Kershaw 26-2-1 Ballast Regulator, S/N 26891 ✓
- 1) Jackson 6700 Tamper, S/N 152677 ✓
- 1) 815 Cat Compactor, S/N 91P00690
- 1) Terex Model TS 24B Motor Scraper, S/N 69802, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 66259, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 66260, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 68520, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 67574, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 68782, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 68523, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 69806, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 67575, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Terex Model TS 24B Motor Scraper, S/N 68775, equipped with enclosed cab, push-pull configuration with Detroit Diesel Engine.
- 1) Caterpillar Model 815B Compactor, S/N 17Z0754.
- 1) Caterpillar Model 630 Scraper, S/N 52F00092 with 8,000 Gallon Water Tank.
- 1) 1990 Kenworth Model T400A Tractor Truck, S/N 1XKBDA9XXLJ543894, Are 3 Axle with 275/80R 22.5 Tires.
- 1) 1990 Kenworth Model T400A Tractor Truck, S/N 1XKBDA9X1LJ543895, Are 3 Axle with 275/80R 22.5 Tires.
- 1) 1990 Kenworth Model T400A Tractor Truck, S/N 1XKBDA9X3LJ543896, Are 3 Axle with 275/80R 22.5 Tires.
- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB304RL008054.

- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB306RL008055.
- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB308RL008056.
- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB30XRL008057.
- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB301RL008058.
- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB306RL008072.
- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB308RL008073.
- 1) 1994 Ranco Ultralight 35' Belly Dump Tandem Axle Trailer, S/N 1R9BSB30XRL008074.
- 1) 1994 Ranco Trailer Dolly, S/N 1R9SP1201RL008087.
- 1) 1994 Ranco Trailer Dolly, S/N 1R9SP1203RL008088.
- 1) 1994 Ranco Trailer Dolly, S/N 1R9SP1205RL008089.
- 1) 1994 Ranco Trailer Dolly, S/N 1R9SP1201RL008090.
- 1) Raygo Model 404B B Vibratory Compactor, S/N 0901032.
- 1) Raygo Model 404B B Vibratory Compactor, S/N unknown
- 1) Mack Model RS685L Tandem Axle Truck, S/N RS685LS42711 with \_\_\_gallon water tank.
- 1) Kenworth Model W900 Axle Truck, S/N 113006 with \_\_\_ Gallon Water Tank.
- 1) 1990 Ranco Ultralight 35' Belly Dump Triple Axle Trailer, S/N 1R9BSE508LL008208
- 1) 1990 Ranco Ultralight 35' Belly Dump Triple Axle Trailer, S/N 1R9BSE506LL008210
- 1) 1990 Ranco Ultralight 35' Belly Dump Triple Axle Trailer, S/N 1R9BSE502LL008138
- 1) 1985 Ford Model 8000 Dump Truck, S/N IFDYU80U7FVA33836.
- 1) 1985 Ford Model 8000 Dump Truck, S/N IFDYU80U9FA33837.
- 1) 1985 Ford Model 8000 Dump Truck, S/N IFDYU80U0FVA33838.
- 1) 1980 Chevrolet Model C-60 Truck, S/N C16DAAV125196.
- 1) 1980 Chevrolet Model C-60 Truck, S/N C16DAAV125723.
- 1) Bomag Model BW213PD Compactor, S/N 400116077.
- 1) Raygo Model 400A Vibratory Smooth Drum Roller, S/N 1H1227.
- 1) 1975 Caterpillar 966 C Loader, S/N 76J-9196 with Balderson Quik-Tach Forks and Buckaroo, Enclosed ROPS.
- 1) Pettibone 441B Speed Swing, S/N 2155, with Detroit Diesel Engine, Adjustable Axle, Enclosed ROPS.

- 1) Caterpillar 966C Loader, S/N 76J, with Forks, Enclosed ROPS.
- 1) Pettibone 441A Speed Swing, S/N 2398, with Detroit Diesel Engine, Forks, Adjustable Axle, ROPS Over Cab.
- 1) Pettibone 441B Speed Swing, S/N 2512, with Detroit Diesel Engine, Adjustable Axle.
- 1) Cline Rail Car Mover, S/N 5A-1016, with Detroit Diesel Engine. ✓
- 1) Kobe K-25 Pile Hammer, S/N 3640, Water Cooled.
- 1) Kobe K-25 Pile Hammer, S/N 3645, Water Cooled.
- 1) 1991/92 Komatsu PC-150-5 Hydraulic Excavator, S/N 6661.
- ~~1) 1992 Komatsu D-68P-1 LGP Tractor, S/N B1122, with Straight Dozer, Tilt Cylinder, 35" Pads, ROPS. DWH~~
- 1) 1992 John Deere 992D LC Hydraulic Excavator, S/N 5142, with enclosed ROPS.
- 1) Ferguson SP-12 Pneumatic Roller, S/N 218153-507, 11-Wheel, with Diesel Engine.
- 1) Ingersoll-Rand SPA-54 Articulated Roller, S/N 528-169-30, 50-Ton with Detroit Diesel Engine.
- 1) Bantam T-350 High Rail Crane, S/N 12026, with Gas Engine, Hi-Rail 40' Boom with Gas Engine, Magnet.
- ~~1) 1992 Bomag BW-12R Pneumatic Roller, S/N 106610020348, 9 Wheel, with Cummins Diesel Engine. DWH~~
- 1) 1974 Galion 150 Hydraulic Rough Terrain Crane, S/N 506 (Rated 15-Ton), with Detroit Diesel Engine, 4-Section Boom, Cab.
- 1) 1972 Drott 40BYR Hydraulic Excavator, S/N 6292504, with Detroit Diesel Engine.
- 1) Caterpillar V-50C Fork Lift, S/N 60V-765, with Gas Engine, 3-Stage Mast, 5,000 lb. Capacity, ROPS.
- 1) Caterpillar V-80D Fork Lift, S/N 40Y-1199, with 8,000 lb. Capacity ROPS.
- 1) Caterpillar V-150 Fork Lift, S/N 13V-1558 with Perkins Diesel Engine, 15,000 lb. Capacity, Side Shift Mast, ROPS.
- 1) Caterpillar, V-50C Fork Lift, S/N 60V-871. with ROPS.
- 1) 1987 Dresser 175C Loader, S/N 4171, with ROPS.
- 1) 1987 Caterpillar 416 Loader-Backhoe, S/N 5PC-5062, with Extendible Stick, enclosed ROPS.
- 1) 1990 John Deere 892DLC Hydraulic Excavator, S/N 6228, with 2.3 CU. yd. Bucket.
- 1) 1986 Caterpillar 416 Loader-Backhoe, S/N 5PC-1551, with ROPS.
- 1) 1988 Komatsu WA-350 Loader, S/N 11225, with Forks, Bucket, Enclosed ROPS.
- 1) John Deere 744E Loader, S/N 275, with General Purpose Bucket with Teeth, Air Conditioned enclosed ROPS, 26.5-25 L-3 Tires.

- 1) 1982 Dresser 412B Elevating Scraper, S/N 16218, 13-yard, with Air Conditioned Enclosed ROPS.
- 1) 1968 Caterpillar 621 Elevating Scraper, S/N 23H-2310, with Enclosed ROPS.
- 1) 1985 Caterpillar 140G Grader, S/N 72V-8909, with Hydraulic Shift-Tip Moldboard, Enclosed ROPS.
- 1) 1979 Caterpillar 140G Grader, S/N 72V-3934, with Hydraulic Shift-Tip Moldboard, Enclosed ROPS.
- 1) 1983 Caterpillar 140G Grader, S/N 72V-6259, with Hydraulic Shift-Tip Moldboard, Ripper, Enclosed ROPS.
- 1) RAYGO Giant Grader, S/N 12A-112, with Detroit Diesel Engine, Push Block, Enclosed ROPS, 33.25-35 Tires.
- 1) 1989 Dresser 850 Grader, S/N 100966, with Hydraulic Shift-Tip Moldboard, Ripper, Air Conditioned Enclosed ROPS, 14.00-24 Tires.
- 1) 1983 Steiger ST-280 Wheel Tractor, S/N 111-2878 with Diesel Engine, (4) Hydraulic Remotes, Dual Wheels, Air Conditioned Enclosed ROPS.
- 1) 1982 Steiger ST-280 Wheel Tractor, S/N 111-1513, with Diesel Engine, (4) Hydraulic Remotes, Dual Wheels, Air Conditioned Enclosed ROPS.
- 1) 1975 Ford 9000 Tandem Rail Tie Loading Truck, S/N M81DVW34244, with Cat 3208 Diesel Engine, 5-Speed Transmission, 4-Speed Auxiliary, Hydraulic Stabilizers, Lucky Rail Tie Loader, Model L1400B, with Detroit Diesel Engine.
- 1) 1976 Chevrolet C-60 Flatbed Dump Truck, S/N CCE616V149607, with 4-Speed Transmission, 2-Speed Rear Axle, 18' Bed.
- 1) 1975 Ford F-750 Tire Truck, S/N F75FVV50521, with 5-Speed Transmission, 2-Speed Rear Axle, Compressor, Front and Hydraulic Outriggers, 15' Bed, P&H 2-Section Boom.
- ~~1) 1973 Trailmobile 40' Tandem Van Trailer, S/N K91459. DWH~~
- 1) 1987 Peterbilt Tandem Dump Truck, S/N 1XPAL130X2HD217220, with Cat 425 Diesel Engine, Roadranger 8-Speed Transmission, 38M Rear Axles, 14' Bed, Pup Hitch.
- 1) 1987 Peterbilt Tandem Dump Truck, S/N 1XPAL139C7HD217216, with Cat 425 Diesel Engine, Roadranger 15-Speed Transmission, 38M Rear Axles, 14' Bed, Pup Hitch.
- 1) 1991/92 Komatsu PC-300LC-5L Hydraulic Excavator, S/N a-70961, with Enclosed ROPS.
- 1) 1991/92 Komatsu PC-300LC-5LTR Hydraulic Excavator, S/N A-70991, with Enclosed ROPS.
- ~~1) 1976 Caterpillar D-9H Tractor, S/N 90U-2849, with 9S Hydraulic Dozer, Tilt Cylinder, 3 Shank Ripper, ROPS. DWH~~
- 1) 1977 Caterpillar D-6D Tractor, S/N 4X-2319, with 6S Hydraulic Dozer, Tilt Cylinder, ROPS with Sweeps.
- 1) 1982 John Deere 8650 Wheel Tractor, S/N T2229, with Diesel Engine, 3-Point Hitch, FTO, Hydraulic Dual Remotes, Air Conditioned Enclosed ROPS, Dual Wheels
- 1) 1990 Dresser TD-8G LGP Tractor, S/N 5469, with 6-Way Hydraulic Dozer, ROPS, 22" Pads.
- 1) 1988 Chevrolet C-70 Tandem Dump Truck, S/N 1GBS7D4G7JV109938, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 34M Rear Axles.

- 1) 1972 GMC 550 Fuel Truck, S/N TCE53WY522093, with 4-Speed Transmission, 2-Speed Rear Axle, 1,500 Gallon Tank with Pump, Reel Meter.
- 1) 1978 GMC 9500 Tandem Dump Truck, S/N TJJ908V565146, with Detroit Diesel Engine, 8-Speed Transmission, 15' Bed.
- 1) 1982 Ford 9000 Tandem Dump Truck, S/N 1FDYU90R6CVA27748, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 15' Bed.
- 1) 1982 Ford 9000 Tandem Dump truck, S/N 1FDYU90R6CVA21691, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 15' Bed.
- 1) 1988 Ford 9000 Tandem Dump Truck, S/N 1FDYU90R8CVA34295, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 15' Bed.
- 1) 1982 Ford 9000 Tandem Dump Truck, S/N 1FDYU90R3CVA21678, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 15' Bed.
- 1) 1984 Chevrolet C-70 Mechanics Truck, S/N 1GBG7D1B2EV121600, with 5-Speed Transmission, 2-Speed Rear Axle, Multi-Quip 300 Amp Welder, Compressor, (2) Air Reels, Autocrane 6,000 lb. Crane, Model RBC-55-12-24, with 20' Reach.
- 1) 1986 GMC 7000 Lube Truck, S/N 1GDL7D1B5GV509414, with Gas Engine, 5-Speed Transmission, Compressor, (6) Reels.
- 1) 1986 GMC 7000 Fuel Truck, S/N 1GDL7D1B6GV509230, with Gas Engine, 5-Speed Transmission, 1,500 Gallon Tank.
- 1) 1976 Chevrolet C-65 Fuel Truck, S/N CCE666V112230, with 5-Speed Transmission, 2-Speed Rear Axle, 2000 Gallon Tank, Electric Pump.
- 1) 1976 Ford 9000 Tandem Flatbed Dump Truck, S/N M90LVA62996, with Gas Engine, Eaton/Fuller 13-Speed Transmission, 18' Bed.
- 1) 1977 Ford 9000 Tandem Flatbed Dump Truck, S/N M81DVY51813, with Diesel Engine, 5-Speed Transmission, 4-Speed Auxiliary, 20' Bed.
- 1) 1981 Peterbilt 359 Tandem Water Truck, S/N 1XP3L29X2BP143864, with Cummins Diesel Engine, 10 Speed Transmission, 38M Rear Axles, Petro-Steel Tank, 2" PTO Pump, Rear Power Spray.
- 1) 1981 Peterbilt 359 Tandem Water Truck, S/N 1XP3L29Z4BP143865, with Cummins, Diesel Engine, 10-Speed Transmission 38M Rear Axles, Petro-Steel Tan, 2" PTO Pump, Rear Power Spray.
- 1) 1974 Ford F-600 Flatbed Truck, S/N F60DVM81765, with 4-Speed Transmission, 2-Speed Rear Axle, 15' Tilt Bed.
- 1) 1984 Peterbilt 359 Tandem Water Truck, S/N 1XP9L29X4EP167436, with Cummins NTC-400 Diesel Engine, Fuller 8-Speed Transmission, 2,000 Gallon Tank, PTO Pump.
- 1) 1984 Peterbilt Tandem Water Truck, S/N 1XP9L29X6EP167437, with Cummins Diesel Engine, Fuller -Speed Transmission.

- 1) 1978 Peterbilt Tandem Water Truck, S/N 96281P, with Cummins Diesel Engine, Spicer 5-Speed Transmission (Model SST5), 4-Speed Auxiliary.
- 1) 1981 Chevrolet C-60 Lube & Fuel Truck, S/N 1GBE6D1A2BV120119, with 4-Speed Transmission, 2-Speed Rear Axle Compressor, (7) Reels, (8) Pumps, (5) Tanks.
- 1) 1988 Chevrolet C-70 Tandem Dump truck, S/N 1GBS7D4G5JV109842, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 34M Rear Axles, 14' Bed.
- 1) 1988 Chevrolet C-70 Tandem Dump Truck, S/N 1GBS7D4G3JV109953, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 34M Rear Axles, 14' Bed.
- 1) 1988 Chevrolet C-70 Tandem Dump Truck, S/N 1GBS7D4G6JV109977, with Detroit Diesel Engine, Roadranger 13-Speed Transmission, 34M Rear Axles, 14' Bed.
- 1) 1982 Ingersoll-Rand SPF-60 Vibratory Compactor, S/N 5318-S, with Detroit Diesel Engine, Drum Drive, 20.5X25 Tires.
- 1) ROME Disc, S/N 8TAW1696.
- 1) ROME Disc.
- 1) John Deere Model 310C Tractor-Loader-Backhoe, S/N 757799, with Enclosed Cab.
- 1) Caterpillar Model 966E Rubber Tired Loader, S/N 99Y7134 with EROPS, Seat Belts and Back-Up Alarm.
- 1) Caterpillar Model 12G Motor Grader, S/N 61M13212 with Rear Multi-Shank Ripper having Three Teeth, Enclosed Cab and Heater.
- 1) Bomag Model BW11R Roller, S/N A091C4376S, with Cummins Diesel Engine, 9 Pneumatic Tires, ROPS Canopy, Water System with Front and Rear Spray Bars.
- 1) Bomag Model MPH100S Soil Stabilizer, S/N 85679, with ROPS Canopy.
- 1) Bomag Model MPH100S Soil Stabilizer, S/N 85833, with ROPS Canopy.
- 1) Bomag Model MPH100S Soil Stabilizer, S/N 85900, with ROPS Canopy.
- 1) Komatsu model WA250-1 Rubber Tired Loader, S/N A65419, with Hydraulic Quik Coupler, 3 CU. Yd. Bucket, 48" Forks, Enclosed Cab, Heater and 20.5 X 25 Tires.
- 1) Komatsu Model WA250-1 Rubber Tired Loader, S/N 65539, with Enclosed Cab, Heater, Hydraulic Quik Coupler, 3 CU. Yd. Bucket, 48" Forks, and 20.5 X 25 Tires.
- 1) Komatsu Model PC150LC-5 Hydraulic Excavator, S/N 7182, with Enclosed Cab, Heater, 271/2" Shoes, 9'6" Arm, and Esco 26" Heavy Duty Bucket.
- 1) Komatsu Model D65PX-12 Crawler Tractor, S/N 60482 with OROPS, Straight Blade with Tilt Cylinder, LGP, and 371/2" Shoes.
- 1) Dresser Model TD7H Crawler Tractor, S/N 25605, with 6-Way Blade, OROPS, and Drawbar.
- 1) Caterpillar Model 815B Compactor, S/N 17Z1295 with OROPS, Tilt On Strike Off Blade and Cleaner Bars.

- 1) John Deere Model 544E Rubber Tired Loader, S/N DW544EB537572, with Enclosed Cab and Forks.
- 1) Sullair Model 250 Air Compressor, S/N 004-115737.
- 1) Sullair Model 250 Air Compressor, S/N 004-113844.
- 1) Komatsu Model D65PX-12 Crawler Tractor, S/N 60100, with OROPS, Straight Blade with Tilt Cylinder, LGP, and 37 1/2" Shoes.
- 1) 1990 John Deere 644E Loader, S/N B526985, with GP Bucket, EROPS, 23.5-25 Tires.
- 1) 1992 John Deere 690E Excavator, S/N 535987, 48" Bucket, 24" Triple Grouser Pads.
- 1) 1993 John Deere 450G Tractor, S/N 791416, 6-Way Dozer, ROPS.
- 1) Sullair 185 cfm 185Q Compressor, S/N 108675, with John Deere Diesel Engine.
- 1) 1992 John Deere 310D 4X4 Loader-Backhoe, S/N 783474, gp Bucket, EROPS.
- 1) Sullair 250 cfm 250DPQ Portable Compressor, S/N 109875, with John Deere Diesel Engine.
- 1) 1994 Sullair 185 cfm 185DPQ Portable Compressor, S/N 108686, with John Deere Diesel Engine.
- 1) Pettibone 441B Speedswing, S/N 2437, with Detroit Diesel, Boom Attachment, Railgear.
- 1) Lorain LTR275D Rough Terrain Crane, S/N 80050, (Rated 27 1/2 - Ton), with Cummins Diesel Engine, 3-Section Boom, 26' Swing-Away Jib, MEI Microguard System, Hydraulic Outriggers.
- 1) 1990 Cat 140G Grader, S/N 72V13199, with Scarifier, Hydraulic Shift-Tip Moldboard, Differential Unlock System, EROPS.
- 1) 1993 Komatsu D-65EX-12 Tractor, S/N 60143, with Hydraulic Straight Dozer, Tilt Cylinder, EROPS, Single Grouser Pads.
- 1) 1987 Cat 936E Loader, S/N 33Z0264, with Balderson Quik-Tach, gp Bucket, Forks, 20.5-25 Tires.
- 1) Bomag BW142PDB2 Vibratory Compactor, S/N 109510510114, Blade, ROPS.
- 1) Bomag BW213D Vibratory Roller, S/N 101400260206, with Deutz Diesel Engine, 82" Drum, ROPS.
- 1) 1981 Cat D6D Tractor, S/N 4X07786, with 6S Hydraulic Dozer, Tilt Cylinder, Diamord Welding 1-Barrel Multi-Shank Ripper, AC EROPS.
- 1) 1964 Cat 631B Water Wagon, S/N 13G01709, with 10,000 Gallon Tank, (2) Center and Rear Mounted Spray Bars, Spray Nozzles, hose Reel, 33.25-35 Tires.
- ~~1) 1982 John Deere 8650 Wheel Tractor, S/N 92553.~~ *DWH*
- 1) 1978 Terex 33-07AA End Dump, S/N 66050, with Detroit Diesel Engine, Retarder, Bedliner, 21.00-35 E4 Tires.
- 1) 1982 Ingersoll-Rand DM45CM Rock Drill, S/N 20311, with Detroit Diesel Engine, Metroplex Dust Collector, Hydraulic 5-Rod Carousel, 33,000 Pul Back, 750 cfm 150 psi Compressor, Single Grouser Pads.

- 1) Item # 408683 Pump, S/N ~~unknown~~ 998435 DW #
- 1) ~~NPK Model H-10XB Hammer, S/N 45779~~ DW #
- 1) ~~Ford LN9000 Tandem Service Truck, S/N 1FTXR90WKEVA20988, with Cummins Diesel Engine, 13-Speed Transmission, (5) 150 Gallon Oil Tanks with Lincoln Pumps, (1) Waste Oil Tank, 150 Gallon 12HP Compressor, (6) Reels.~~ DW #

The above to include all tires, wheels, additions, substitutions, attachments, replacements and accessions thereof, plus the proceeds of all the foregoing.

Debtor:  
 Neosho Construction Company, Incorporated  
 By: [Signature]  
 Title: VP

Secured Party:  
 The CIT Group/Equipment Financing, Inc.  
 By: [Signature]  
 Title: [Signature]