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RECORDATION NO. 27115 FILED  
AUG 14 '07 -3 41 PM  
SURFACE TRANSPORTATION BOARD

August 13, 2007

**ORIGINAL**

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Collateral Assignment of Locomotive Lease Agreement dated July 12, 2007, a primary document.

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

**ORIGINAL**  
Assignor/Company: National Railway Equipment Co., and  
NRE-ALCO Locomotives of Canda Co.  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Assignee/Lender: LaSalle Bank National Association  
As Administrative Agent for Lenders  
135 So. LaSalle Street  
Chicago, IL 60603

A description of the railroad equipment covered by the enclosed document is:

(i) All railroad cars, locomotives, or other rolling stock or accessories used on such railroad cars, locomotives or other rolling stock, as may be further described in Schedule 1.1, to the Locomotive Security Agreement and in the attached leases; (ii) all certificates of title and all other evidence of title with respect to the foregoing; (iii) all books, records, and files of whatever form or nature, whether or not written, stored electronically or in any other form, relating to any and all of

Hon. Vernon A. Williams  
August 13, 2007  
Page two

the foregoing; and (iv) all products or proceeds of all of the foregoing, including proceeds of any insurance.

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

"Collateral Assignment of Locomotive Lease Agreement"

Also enclosed is a check in the amount of \$35 payable to the Surface Transportation Board to cover the required recordation fee.

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John D. Heffner", with a long horizontal flourish extending to the right.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.  
Daniel Strzalka, Esq.

AUG 14 '07 -3 4 1 PM

COLLATERAL ASSIGNMENT OF  
LOCOMOTIVE LEASE AGREEMENTS

**THIS COLLATERAL ASSIGNMENT OF LOCOMOTIVE LEASE AGREEMENTS** (this "Assignment") is dated as of July 12, 2007 and is made by National Railway Equipment Co., an Illinois corporation ("NREC") and NRE-ALCO Locomotives of Canada Co., a Nova Scotia unlimited liability company ("NRE Canada" and together with NREC, the "Companies"), to and in favor of LaSalle Bank National Association, as the Administrative Agent for all Lenders party to the Credit Agreement (as defined below) (the "Agent").

**WHEREAS**, the Companies are party to each of the Locomotive Lease Agreements listed on Schedule 1 hereto (each a "Lease" and collectively, the "Leases") and certain instruments, documents and agreements pursuant thereto for the lease of certain locomotive inventory owned by Companies as more fully set forth in the Leases;

**WHEREAS**, the Companies are party to that certain Credit Agreement of even date herewith by and among Companies, NREC Power Systems, Inc, a Louisiana corporation, NRE Wheelworks, Inc., an Illinois corporation, N.R.E. Acquisition Co., L.L.C., a Kentucky limited liability company, NRE ALCO Locomotives of Canada, Inc., an Illinois corporation and ALCO Locomotive Company, an Illinois corporation (collectively, the "Borrowers"), Agent and Lenders party thereto (as further amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, as a condition to the making of Loans and the issuance of Letters of Credit under the Credit Agreement and as security for all of the Obligations of Borrowers under the Credit Agreement, Agent is requiring that Companies execute and deliver this Assignment and grant the security interests contemplated hereby; and

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, the Companies hereby agree with Agent as follows:

1. Collateral Assignment. For the purpose of securing all of each Company's Obligations to Agent and Lenders under the Credit Agreement, each Company does hereby collaterally assign and transfer to Agent, for the ratable benefit of Lenders, and grants a security interest to Agent, for the ratable benefit of Lenders, in, all right, title and interest of such Company in, to and under (a) each Lease, (b) all of such Company's rights in, under and pursuant to each Lease, including, but not limited to, any and all rights to compensation thereunder, whenever arising or coming into existence and (c) all cash and non-cash proceeds of the foregoing, as collateral security for the payment in full of all of the Obligations.

2. Agent and Lenders not Obligated under Leases. Notwithstanding the foregoing, each Company expressly agrees that it shall remain liable under each Lease to perform all of the conditions and obligations provided therein to be observed and performed by it, and neither this Assignment nor any action taken hereunder shall cause Agent or any Lender to be under any

obligation or liability in any respect to any party to such Lease including, without limitation, the lessee thereunder, for the performance or observance of any of the representations, warranties, conditions, covenants, agreements or other terms of such Lease.

3. Agent may Enforce Rights under Leases. Upon the occurrence of an Event of Default, Agent may enforce, either in its own name or in the name of the Companies, all rights of the Companies under each Lease, and may (a) enforce any rights of Companies under such Lease in accordance with the terms thereof, (b) compromise or settle any disputed claims as to rights of the Companies under such Lease, (c) give releases or acquittances of rights of the Companies under such Lease or (d) do any and all things necessary, convenient or proper to fully and completely effectuate the collateral assignment of the rights of the Companies under such Lease pursuant hereto.

4. Further Assurances. Each Company agrees that at any time or from time to time, upon Agent's request, it will execute and deliver to Agent and Lenders such further documents and do such other acts and things as Agent may request in order to further effect the purposes of this Assignment, including, without limitation, (a) the filing or recording of this Assignment (or any schedule, amendment or supplement thereto) with the Surface Transportation Board or (b) the filing of a financing or continuation statement with respect hereto with the Illinois Secretary of State, each in accordance with the applicable laws. Each Company hereby authorizes Agent to effect any such filing or recording as aforesaid (including the filing of any such financing statements or amendments thereto without the signature of such Company), and Agent's costs and expenses with respect thereto shall be payable by such Company on demand. In the event any action is brought by Agent or any Lender to enforce any rights of each Company under the Credit Agreement or the Security Agreement in accordance with the terms thereof, such Company will cooperate with and assist Agent and such Lender, at such Company's sole cost and expense, in the prosecution thereof.

5. Representations and Warranties. Each Company hereby represents and warrants with respect to each Lease to which it is party that (a) such Lease is in full force and effect and is enforceable in accordance with its terms without amendment or modification, (b) no default or condition which, with the giving of notice or the passage of time or both would constitute a default, exists under such Lease, (c) such Company has not assigned or pledged or otherwise encumbered such Lease and (d) except with respect to the Leases set forth on Schedule 2 hereto (the "Excluded Leases") such Lease has been properly recorded with the Surface Transportation Board in accordance with the applicable laws.

6. Covenants. Each Company hereby covenants and agrees with respect to each Lease that (a) it will not assign, pledge or otherwise encumber any of its right, title or interest under, in or to such Lease, to anyone other than Agent, for the ratable benefit of Lenders, and their successors and assigns, (b) it will not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of such Lease or this Assignment, (c) it will not, outside of the ordinary course of such Company's business, without prior written consent of Agent, enter into any agreement amending, supplementing or modifying such Lease, (d) it will not, outside of the ordinary course of such Company's business, without the prior written consent of Agent, waive any obligation of any party to such Lease, (e) it will not, outside of the ordinary

course of such Company's business, consent or agree to any act or omission to act on the part of any party to such Lease which, without such consent or agreement, would constitute a default thereunder, (f) it will exercise promptly and diligently each and every right which it may have under such Lease (except for the right to terminate) and (g) it will deliver to Agent a copy of each demand, notice, communication or document (except for those received in the ordinary course of business and not relating to the amendment or termination thereof, or the default thereunder by any party) delivered to it in any way relating to such Lease. Notwithstanding the foregoing, such Company shall not take any action with respect to any Lease or any other Locomotive Lease which has been utilized for purposes of calculating the Borrowing Base, if the effect of such action or the aggregate effect of all such actions reduces the Net Present Value of the lease payments due under the Leases and the Locomotive Leases by more than \$50,000.00.

7. Power of Attorney. Each Company hereby constitutes and appoints Agent, its successors and assigns, such Company's true and lawful attorney, irrevocably, with full power (in the name of such Company or otherwise), upon the occurrence and continuance of any Event of Default under the Credit Agreement to file any claims or take any action at law or in equity or as Agent may otherwise deem appropriate or to be necessary or advisable in respect of each Lease. This power of attorney is coupled with an interest and shall be irrevocable so long as there are any outstanding Obligations.

8. Final Agreement. This Assignment is supplemental to the Credit Agreement and Agent shall be entitled to have all rights and remedies herein and therein, cumulatively.

9. Amendment. This Assignment may only be amended by a writing executed by the party to be bound by the amendment.

10. Choice of Law. This Assignment shall be governed by the internal laws of the state of Illinois (excluding, however, conflict of law principles).

11. Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided in the Credit Agreement.

12. Counterparts. This Assignment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed under seal by its duly authorized officer on the day and year first written above.

NATIONAL RAILWAY EQUIPMENT CO.,  
an Illinois corporation

By: *L. J. Beal*  
Name: Lawrence J. Beal  
Its: President/CEO

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF JEFFERSON)

On this 11<sup>th</sup> day of July, 2007, before me personally appeared Lawrence Beal, to me personally known, who being by me duly sworn, says that he is the President of National Railway Equipment Co., that the foregoing instrument was signed on behalf of said company and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: *Becky J. Burton*  
My commission expires: 03-13-08



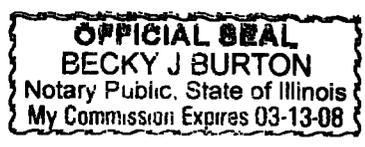
NRE-ALCO Locomotives of Canada Co.,  
a Nova Scotia unlimited liability company

By: *L. J. Beal*  
Name: Lawrence J. Beal  
Its: President/CEO

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF JEFFERSON )

On this 11<sup>th</sup> day of July, 2007, before me personally appeared Lawrence Beal, to me personally known, who being by me duly sworn, says that he is the President of NRE-ALCO Locomotives of Canada Co., that the foregoing instrument was signed on behalf of said company and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: *Becky J. Burton*  
My commission expires: 03-13-08



**AGENT:**

**LASALLE BANK NATIONAL ASSOCIATION**

By: *M. Montanye*  
Name: Marcus Montanye  
Its: Senior Vice President

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF COOK            )

On this 17<sup>th</sup> day of July, 2007, before me personally appeared MARCUS MONTANYE, to me personally known, who being by me duly sworn, says that he is a SENIOR VICE PRES of LaSalle Bank National Association, that the foregoing instrument was signed on behalf of said bank and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: *Joanna Green*  
My commission expires: 4/01/2009



**SCHEDULE 1**

**Locomotive Lease Agreements**

Schedule 1

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**Lease**

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**ALASKA RAILROAD CORPORATION**

**ALBANY & EASTERN RAILROAD**

**JAMALCO CLARENDON ALUMINA WORKS**

**ALGOMA STEEL INC.**

lease 1

lease 2

**ALLEGHENY VALLEY RAILROAD COMPANY**

**APPALACHIAN FUELS, LLC**

**ATHABASCA NORTHERN RAILWAY LTD.**

lease 1

lease 2

**ATLANTIC TRANSPORTATION LLC**

**BOLTON'S CROWN QUALITY ELEVATORS**

**BORDER PACIFIC RAILROAD CO.**

**BORDER STEEL INC.**

**CAMP CHASE INDUSTRIAL RAILROAD CORPORATION**

**CLEVELAND-CLIFFS, INC.**

**CORN PRODUCTS U.S. (CORN PRODUCTS INTERNATIONAL, INC)**

**DELTA SOUTHERN RAILROAD INC.**

**SEAPAC INCORPORATED (EXCEL) (SOLD LEASE)**

**FALCONBRIDGE LIMITED KIDD METALLURGICAL DIVISION**

**FORMOSA PLASTICS CORPORATION, TEXAS**

**FRONTIER EAST RAIL CORPORATION**

**GREAT CANADIAN RAILTOUR COMPANY LTD**

**HOLNAM INC (HOLCIM) (SOLD LEASE)**

**HONEYWELL INTERNATIONAL INC.**

lease 1

lease 2

**APM S.A. de C.V.**

lease 1

lease 2

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

**MARATHON PETROLEUM COMPANY LLC**

**ISPAT INLAND INC. (MITTAL STEEL)(ISPAT INLAND #7)**

**ISPAT INLAND INC. (MITTAL STEEL) (ISPAT INLAND #4)**

**ISPAT INLAND INC. (MITTAL STEEL) (ISPAT INLAND #6)**

**ISPAT INLAND INC. (MITTAL STEEL) (ISPAT INLAND #8)**

**NASHVILLE & EASTERN RAILROAD COMPANY**

**NORTHSHORE MINING COMPANY**

**RAIL POWER SERVICES LLC**

**RAILTEX, INC.**

**ROCK & RAIL LLC**

**SOUTHERN CALIFORNIA RAILROAD COMPANY**

**SOUTHWESTERN RAILROAD COMPANY, INC.**

lease 1  
lease 2

**STATE LINE ENERGY, LLC**

**CITY OF TACOMA (TACOMA RAIL)**

**TENNESSEE VALLEY AUTHORITY**

**THUNDER RAIL ASSOCIATION**

**TRINITY INDUSTRIES LEASING COMPANY**

**UNITED STATES STEEL GREAT LAKES WORKS**

**RAILWAY SERVICES (VERMONT RAILWAY)**

**VULCAN MATERIALS COMPANY**

**WISCONSIN & SOUTHERN RAILROAD COMPANY**

<b>START DATE</b>

02/13/06

10/24/01

11/01/02

04/30/07

05/22/07

10/20/04

12/19/05

09/20/06

03/22/07

03/10/06

04/15/05

10/04/04

11/08/05

06/27/05

05/21/07

12/01/04

01/01/07

10/08/03

08/29/05

07/15/04

05/16/07

06/23/05

04/03/05

09/28/06

09/25/06

03/19/01

03/19/01

10/31/06

12/12/06

05/04/04

09/09/03

05/26/04

09/14/06

07/09/07

12/22/05

12/30/05

07/09/07

07/16/04

11/16/00

04/30/02  
09/16/04

11/14/05

05/10/99

07/25/05

06/15/05

10/20/04

12/26/06

03/10/04

01/17/07

02/13/02

**SCHEDULE 2**

**Excluded Leases**

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 20, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and ALLEGHENY VALLEY RAILROAD COMPANY ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 20, 2004, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

**LESSEE:**

**ALLEGHENY VALLEY RAILROAD  
COMPANY**

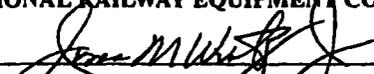
By: 

Name: Russell A. Peterson

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurz, Jr.

Title: Vice President

STATE OF Pa )  
COUNTY OF Allegheny ) SS.

Russell A Peterson On this 1st day of November, 2004, before me appeared the President of Allegheny Valley Railroad and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Notarial Seal  
Thomas P. Hunkeler, Notary Public  
Penn Hills Twp., Allegheny County  
My Commission Expires Jan. 22, 2005

[Seal]

[Signature]  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS.

On this 15th day of December, 2004, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

OFFICIAL SEAL  
LISA A. FUEHRMEYER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12-30-2004

[Seal]

[Signature]  
Notary Public

My Commission Expires:  
12-30-04

**SCHEDULE OF EQUIPMENT**

**Lessor: NATIONAL RAILWAY EQUIPMENT CO.**

**Lessee: ALLEGHENY VALLEY RAILROAD COMPANY**

**Approved by: \_\_\_\_\_**  
**(Lessee to initial each page)**

**Attached to Bill of Sale dated: \_\_\_\_\_**      **Equipment Located at:**  
**National Railway Equipment Co**  
**Mt. Vernon, Illinois**

**Equipment Schedule No.: See Schedule "A"**

<b><u>Manufacturer and/or Vendor Name &amp; Invoice Number</u></b>	<b><u>Equipment Description</u></b>
<b>National Railway Equipment Co.</b>	<b>EMD SW-1500 Switcher Locomotive</b>

JAN 17 '06

4-50 PM

**MEMORANDUM OF LEASE AGREEMENT**  
**SURFACE TRANSPORTATION BOARD**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of December 19, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and APPALACHIAN FUELS LLC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of December 19, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

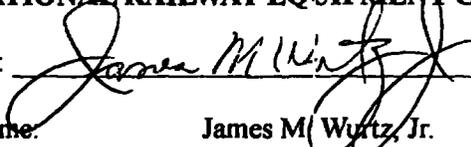
**LESSEE:**

**APPALACHIAN FUELS LLC**

By:   
Name: Stephen Addington  
Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By:   
Name: James M. Wurtz, Jr.  
Title: Vice President

C. No delay or omission by Lessor in exercising any right hereunder shall operate as a waiver of such right or any other right. A waiver by Lessor of any Event of Default by Lessee shall not be construed as a waiver of any future occasion.

D. In case any provision (or portions thereof) in this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or portions thereof) hereby shall not in any way be affected or impaired thereby.

E. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify the other.

If to Lessor: National Railway Equipment Co.  
14400 S. Robey  
Dixmoor, Illinois 60426

If to Lessee: Appalachian Fuels LLC  
1500 North Big Run Road  
Ashland, Kentucky 41102

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

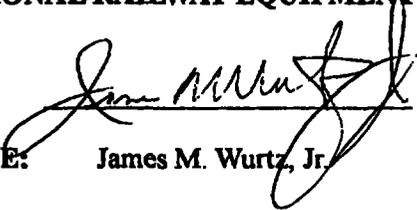
LESSOR:

LESSEE:

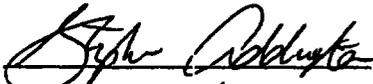
NATIONAL RAILWAY EQUIPMENT CO.

APPALACHIAN FUELS LLC

BY:



BY:



NAME: James M. Wurtz, Jr.

NAME: Stephen Addington

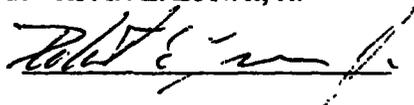
TITLE: Vice President

TITLE: Pres

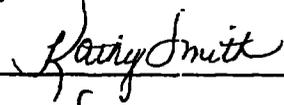
ATTEST: Robert E. Loewer, Jr.

ATTEST:

BY:



BY:



TITLE: Director of Finance

TITLE: Secretary

STATE OF Kentucky )  
COUNTY OF Boyd ) SS.

On this 19th day of Dec, 2005, before me appeared Stephen Addington the person who signed this instrument who acknowledged that (s) he is the President of Appalachian Fuels LLC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Crystal Johnson  
Notary Public

[Seal]

My Commission Expires:  
6-10-06

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS.  
Will

On this 5th day of January, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Robert E. Loewer, Jr.  
Notary Public



[Seal]

My Commission Expires:  
\_\_\_\_\_

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 19<sup>th</sup> day of December, 2005 by and between the National Railway Equipment Co. (LESSOR) and Appalachian Fuels, LLC (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 1287	EMD	SW-10 Switcher Locomotive
NREX 1222	EMD	SW-10 Switcher Locomotive

*John*

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of March 10, 2006, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and ATLANTIC TRANSPORTATION, LLC ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of March 10, 2006, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

RECORDATION NO. 26367 FILED

MAY 26 '06 11-41 AM

SURFACE TRANSPORTATION BOARD

**LESSEE:**

**ATLANTIC TRANSPORTATION, LLC**

By: *John D. Miller*

Name: John D. Miller

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: *James M. Wurtz Jr.*

Name: **James M. Wurtz, Jr.**

Title: **Vice President**

*JS*

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: ATLANTIC TRANSPORTATION, LLC

Approved by: *John D. Miller*  
(Lessee to initial each page)

Attached to Bill of Sale dated:

Equipment Located at:

\_\_\_\_\_

National Railway Equipment Co.'s  
staging facility in North Carolina

Equipment Schedule No.: See Schedule "A"

**Manufacturer and/or Vendor  
Name & Invoice Number**

**Equipment  
Description**

National Railway Equipment Co.

EMD GP9 General Purpose Locomotives

STATE OF North Carolina )  
 ) SS.  
COUNTY OF UNION/Mecklenburg

On this 11<sup>th</sup> day of MARCH, 2006, before me appeared John D. Miller, the person who signed this instrument who acknowledged that (s) he is the President of ATLANTIC TRANSPORTATION, LLC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Signature]

Notary Public

[Seal]

My Commission Expires:  
My Commission Expires September 29, 2006

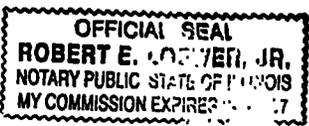
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )  
Cook

On this 19<sup>th</sup> day of May, 2006, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Signature]  
Notary Public

[Seal]

My Commission Expires:  
\_\_\_\_\_



*JAN*

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 10<sup>th</sup> day of March, 2006 by and between the National Railway Equipment Co. (LESSOR) and Atlantic Transportation, LLC (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 8094 <i>92</i>	EMD	GP9 General Purpose Locomotive
NREX 8174	EMD	GP9 General Purpose Locomotive

**MEMORANDUM OF LEASE AGREEMENT**

**SURFACE TRANSPORTATION BOARD**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of April 15, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and BOLTONS CROWN QUALITY ELEVATORS ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of April 15, 2005, (together with all of the riders, schedules and other Attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

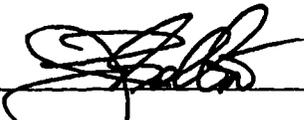
2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting on an original but all together only one Memorandum of Lease Agreement.

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

**LESSEE:**

**BOLTONS CROWN QUALITY ELEVATORS**

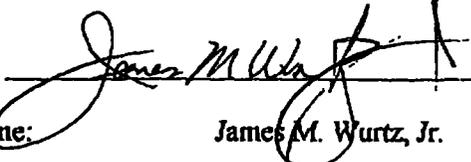
By: 

Name: L. Jack Bolton

Title: Chairman of the Board/Owner

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President



STATE OF TEXAS §

§ SS.

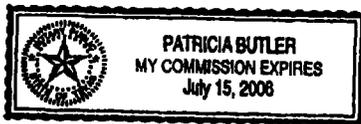
COUNTY OF DALLAS §

On this 2nd day of May, 2005, before me appeared L. Jack Bolton, the person who signed this instrument who acknowledged that (s) he is the Chairman of the Board/owner of Bolton's Crown Quality and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*Patricia Butler*

Notary Public

[Seal]



My Commission Expires:

7-15-06

STATE OF ILLINOIS §  
§ SS.  
COUNTY OF \_\_\_\_\_ §

On this 3rd day of May, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



*Lisa Fuehrmeyer*

Notary Public

[Seal]

My Commission Expires:

12-30-08

*JL*

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: BOLTONS ~~CROWN QUALITY~~ ELEVATORS

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale Dated:

Equipment Located at:

\_\_\_\_\_ The West Texas & Lubbock Railroad  
The Kiamichi Railroad

*Equipment Schedule No.: See Schedule "A"*

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.	NREX 113	EMD GP 7/9 Road Switcher Locomotive
	NREX 118	EMD GP 7/9 Road Switcher Locomotive
	NREX 1005	EMD GP 10 Road Switcher Locomotive

(Lessee is acquiring any two of the above listed units)

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 4, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and BORDER PACIFIC RAILROAD CO. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 4, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

**LESSEE:**

**BORDER PACIFIC RAILROAD CO.**

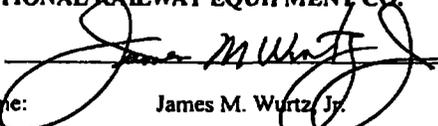
By:  \_\_\_\_\_

Name: S. F. Vale

Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By:  \_\_\_\_\_

Name: James M. Wurtz Jr.

Title: Vice President

**SCHEDULE OF EQUIPMENT**

**Lessor: NATIONAL RAILWAY EQUIPMENT CO.**

**Lessee: BORDER PACIFIC RAILROAD CO.**

**Approved by:**   
(Lessee to initial each page)

**Equipment Located at:**

**Lessor's remanufacturing facility in Silvis, Illinois**

**Equipment Schedule No.: See Schedule "A"**

<b><u>Manufacturer and/or Vendor Name &amp; Invoice Number</u></b>	<b><u>Equipment Description</u></b>
<b>National Railway Equipment Co.</b>	<b>NREX 2258 EMD GP-9 Four Axle General Purpose Locomotive</b>



STATE OF Texas )  
 ) SS.  
COUNTY OF Starr )

On this 4th day of October, 2004, before me appeared S. F. Vale, the person who signed this instrument who acknowledged that (s) he is the President of Border Pacific Railroad Co. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*Milda M. Elizondo*

Notary Public



My Commission Expires:  
7/28/2007.

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 4th day of October, 2004, before me appeared [Signature], the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

*Lisa A. Fuehrmeyer*

Notary Public



My Commission Expires:  
12-31-06

1  
1

*[Signature]*

**JOHN D. HEFFNER, PLLC**

1920 N St., N.W.

SUITE 800

WASHINGTON, D.C. 20036

(202) 263-4180

FAX (202) 296-3939

j.heffner@verizon.net

RECORDATION NO. 25400 FILED

JAN 10 '05

1-15 PM

SURFACE TRANSPORTATION BOARD

By Hand

January 10, 2005

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

Dear Secretary Williams:

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

This document is a lease, a primary document, dated December 1, 2004.

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

Lessor: National Railway Equipment Co.  
14400 S. Robey Street  
Dixmoor, IL 60426

Lessee: Corn Products U.S., a business  
unit of Corn Products  
International, Inc.  
5 Westbrook Corporate Center  
Westchester, IL 60154.

A description of the equipment covered by the document follows: The equipment being leased consists of fifty-six 17000-18000 gal EC/tank cars. Their unit numbers extend from number 4341 to number 4465, inclusive.

A fee of \$32.00 is enclosed.

Hon. Vernon A. Williams  
January 10, 2005  
Page two

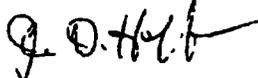
A short summary of the document to appear in the index follows: Lease between National Railway Equipment Co., 14400 S. Robey Street, Dixmoor, IL 60426 and Corn Products U.S., a business unit of Corn Products International, Inc., 5 Westbrook Corporate Center, Westchester, IL 60154 dated December 1, 2004, and covering fifty-six 17000-18000 gal EC/tank cars extending from unit number 4341 to unit number 4465, inclusive.

Please date stamp and return one copy of this letter

Respectfully submitted,

National Railway Equipment Co.

By its attorney,



John D. Heffner

cc: Robert Loewer, Esq.

Schedule 1

UNITS ACCEPTED BY LESSEE AS OF December 1, 2004

UNIT NUMBERS

1	CCLX	4341
2	CCLX	4346
3	CCLX	4351
4	CCLX	4365
5	CCLX	4374
6	CCLX	4398
7	CCLX	4408
8	CCLX	4414
9	CCLX	4415
10	CCLX	4417
11	CCLX	4421
12	CCLX	4422
13	CCLX	4425
14	CCLX	4427
15	CCLX	4431
16	CCLX	4437
17	CCLX	4441
18	CCLX	4455
19	CCLX	4460
20	CCLX	4462
21	CCLX	4463
22	CCLX	4468
23	CCLX	4469
24	CCLX	4471
25	CCLX	4474
26	CCLX	4476
27	CCLX	4493
28	CCLX	4497
29	CCLX	4499
30	CCLX	4500
31	CCLX	4503

32	CCLX	4507
33	CCLX	4508
34	CCLX	4515
35	CCLX	4353
36	CCLX	4354
37	CCLX	4369
38	CCLX	4373
39	CCLX	4380
40	CCLX	4384
41	CCLX	4399
42	CCLX	4400
43	CCLX	4416
44	CCLX	4423
45	CCLX	4424
46	CCLX	4428
47	CCLX	4429
48	CCLX	4432
49	CCLX	4435
50	CCLX	4440
51	CCLX	4444
52	CCLX	4445
53	CCLX	4452
54	CCLX	4456
55	CCLX	4458
56	CCLX	4465

Corn Products U.S., a business unit of  
Corn Products International, Inc.

"Lessee"

By: Thomas Wadsworth  
Name: Thomas Wadsworth  
Title: Director, Marketing

Address: 5 Westbrook Corporate Center  
Westchester, IL 60154

National Railway Equipment Co.

"Lessor"

By: J. J. Bad  
Name: J. J. Bad  
Title: PRESIDENT

Address:

STATE OF Illinois )

) SS.

COUNTY OF Cook )

On this 14<sup>th</sup> day of December, 2004, before me appeared Thomas W. Krowiec the person who signed this instrument who acknowledged that ~~(he is the President, Trustee and Managing Director of~~ Case Products International, Inc. US. and that, being duly authorized, ~~he~~ signed such instrument as a free act on behalf of said corporation.

*C Cheryl A Rutgens*

CHERYL A. RUTGENS  
Notary Public

[Seal]



My Commission Expires:

5-10-08

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF Jefferson     )

On this 17<sup>th</sup> day of December, 2004, before me appeared L. J. Beal, the person who signed this instrument who acknowledged that (s)he is the President of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

Michele Lisenby

*Michele Lisenby*  
Notary Public

[Seal]



My Commission Expires:

11-16-08

STATE OF Illinois )

) SS.

COUNTY OF Cock )

On this 14<sup>th</sup> day of December, 2004, before me appeared <sup>Cheryl K. Deane and</sup> ~~Kathryn A. Hunt~~ the person who signed this instrument who acknowledged that ~~(she is the president and CEO and~~ <sup>they are</sup> ~~she is the president~~ of Corn Products International, Inc. and that, being duly authorized, ~~(she~~ <sup>they</sup> signed such instrument as a free act on behalf of said corporation.

Cheryl A. Rutgens



CHERYL A. RUTGENS  
Notary Public

My Commission Expires:

5-10-08

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF Jefferson     )

On this 17<sup>th</sup> day of December, 2004, before me appeared L. J. Beal, the person who signed this instrument who acknowledged that (s)he is the President of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

Michele Lisensby

*Michele Lisensby*  
Notary Public

[Seal]



My Commission Expires:

11-16-08

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 8, 2003, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and SEAPAC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 8, 2003 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement

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

**LESSEE:**

**SEAPAC**

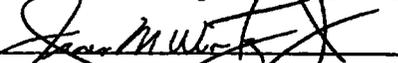
By: 

Name: Mark Ramer

Title: V.P.

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT COMPANY**

By: 

Name: James M. Wurtz, Jr.

Title: Vice President



accordance with the laws of the State of Illinois.

B. Neither this Lease nor any schedule shall be amended, and no provision hereof or of any Schedule shall be waived or varied unless by a writing signed by the parties.

C. No delay or omission by Lessor in exercising any right hereunder shall operate as a waiver of such right or any other right. A waiver by Lessor of any Event of Default by Lessee shall not be construed as a waiver of any future occasion.

D. In case any provision (or portions thereof) in this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or portions thereof) hereby shall not in any way be affected or impaired thereby.

E. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify the other.

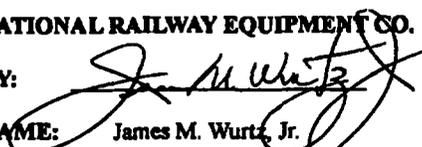
If to Lessor: National Railway Equipment Company  
P.O. Box 2270  
Dixmoor, Illinois 61282

If to Lessee: Seapac  
23 Industrial Park Road  
Eddyville, Kentucky 42038

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

LESSOR:

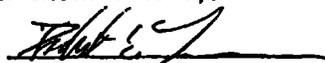
NATIONAL RAILWAY EQUIPMENT CO.

BY: 

NAME: James M. Wurtz, Jr.

TITLE: Vice President

ATTEST: Robert E. Loewer, Jr.

BY: 

TITLE: Director of Finance

(Corporate Seal)

LESSEE:

SEAPAC

BY: 

NAME: Mark Kemmer

TITLE: V.P.

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Corporate Seal)



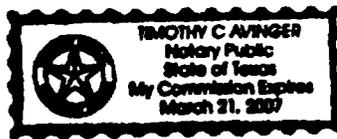
STATE OF TEXAS )  
 ) SS.  
COUNTY OF HARRIS )

On this 17<sup>th</sup> day of October, 2003, before me appeared MARK A. KRAMER, the person who signed this instrument who acknowledged that (s) he is the V. President of SUNSPAC, INC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

[Seal]



My Commission Expires:

March 21, 2007

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 22 day of October, 2003, before me appeared Robb, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Notary Public

[Seal]



My Commission Expires:

Dec. 30, 2006

*Handwritten mark*

**SCHEDULE OF EQUIPMENT**

**Lessor:** NATIONAL RAILWAY EQUIPMENT COMPANY

**Lessee:** SEAPAC

**Approved by:** UCM  
(Lessee to initial each page)

**Attached to Bill of Sale dated:**  
\_\_\_\_\_

**Equipment Located at:**

1100 Shawnee Street  
Mt. Vernon, Illinois 62864

**Equipment Schedule No.:** See Schedule "A"

**Manufacturer and/or Vendor  
Name & Invoice Number**

**Equipment  
Description**

National Railway Equipment Company

NREX 1405 EMD SW-1500

10

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 23, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and GREAT CANADIAN RAILTOUR COMPANY LTD. ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 23, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

RECORDATION NO. 25967 FILED

NOV 14 '05

1-23 PM

SURFACE TRANSPORTATION BOARD

LESSEE:

GREAT CANADIAN RAILTOUR  
COMPANY LTD.

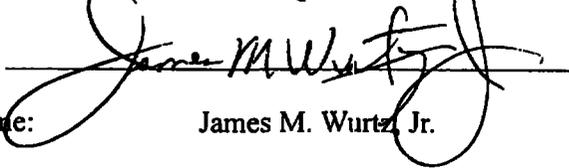
By: 

Name: Glenn Henao

Title: Executive Vice President

LESSOR:

NATIONAL RAILWAY EQUIPMENT CO.

By: 

Name: James M. Wurtz, Jr.

Title: Vice President

Province  
STATE OF British Columbia )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this 31st day of October, 2005, before me appeared G. Munro, the person who signed this instrument who acknowledged that (s) he is the Exec Vice President of Great Canadian Railways Company Ltd and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public

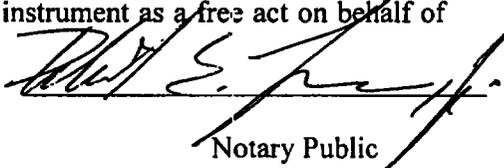
[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 4th day of November 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

## SCHEDULE OF EQUIPMENT

Lessor: NATIONAL RAILWAY EQUIPMENT CO.

Lessee: GREAT CANADIAN RAILTOUR COMPANY LTD.

Approved by: \_\_\_\_\_  
(Lessee to initial each page)

Attached to Bill of Sale dated:

Equipment Located at:

\_\_\_\_\_

National Railway Equipment Co.'s  
remanufacturing facility in Capreol, Ontario

Equipment Schedule No.: See Schedule "A"

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Co.

EMD GP40-2 General Purpose Locomotives

## SCHEDULE "A"

Attached to and incorporated into the Lease dated the 23<sup>rd</sup> day of June, 2005 by and between the National Railway Equipment Co. (LESSOR) and Great Canadian Railtour Company Ltd. (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

UNIT NO.	TYPE	GENERAL DESCRIPTION
NREX 9960	EMD	GP40-2 General Purpose Locomotive
NREX 9963	EMD	GP40-2 General Purpose Locomotive

in accordance with the equipment specifications set out on Exhibit I to this Schedule "A" inclusive of having had the work performed as set out on Exhibit II to this Schedule "A".

RECORDATION NO. 23771-A PLS

SEP 10 '04 11-36 AM

**MEMORANDUM OF LEASE AGREEMENT**  
**SURFACE TRANSPORTATION BOARD**

This MEMORANDUM OF LEASE AGREEMENT is made and entered into as of April 3, 2000, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor") and HOLCIM (US) INC. (formerly known as HOLNAM, INC.) ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, one SW-900 switcher locomotive numbered NREX 128 and one SW-800 switcher locomotive numbered NREX 129.
2. The locomotives are fully described in a certain Locomotive Lease Agreement dated as of April 3, 2000 (together with all of its riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee.
3. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.
4. This Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

NATIONAL RAILWAY EQUIPMENT COMPANY  
LESSOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HOLCIM (US) INC., formerly known as HOLNAM, INC.  
LESSEE

By: REOJ  
Name: ROBERT A. GALZA  
Title: PROCUREMENT SPECIALIST



STATE OF Illinois )  
 ) ss.  
County of Cook )

On this \_\_\_ day of December, 2003, before me, Robert E. Loewer, Jr., the undersigned Notary Public, personally appeared Lawrence Beal personally known to me to be the person who executed the within instrument as President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

[Signature]  
Notary Public for State of Illinois  
My Commission expires 3-3-2007

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of December, 2003, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

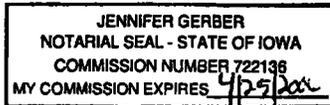
STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of December, 2003, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me to be the person who executed the within instrument as \_\_\_\_\_ on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF Iowa )  
County of Cerro Gordo ) ss.

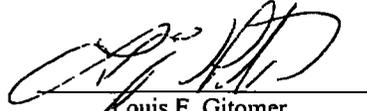
On this 24 day of December, 2003, before me, Jennifer Gerber, the undersigned Notary Public, personally appeared Robert A Garza personally known to me to be the person who executed the within instrument as Robert A Garza on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.



Jennifer Gerber  
Notary Public for Iowa  
My Commission expires 4/25/2006

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Memorandum of Lease Agreement dated as of April 3, 2000, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read 'Louis E. Gitomer', is written over a horizontal line.

Louis E. Gitomer  
September 10, 2004

DEC 15 '06

11-30 AM

**MEMORANDUM OF LEASE AGREEMENT SURFACE TRANSPORTATION BOARD**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of October 31, 2006, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the Locomotives set forth on Schedule A attached hereto and incorporated herein by reference.

Each locomotive is fully-described in a certain Lease Agreement dated as of October 31, 2006, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

**LESSEE:**

**THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY**

By: \_\_\_\_\_

Name: Arthur L. Shoener

Title: President & Chief Executive Officer

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: \_\_\_\_\_

Name:

James M. Wurtz, Jr.

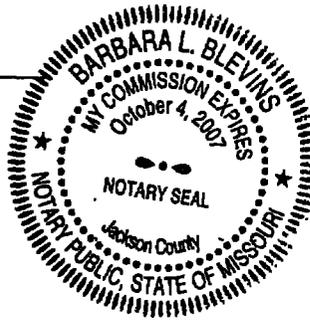
Title:

Vice President

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF JACKSON )

On this 31st day of October, 2006, before me appeared Arthur L. Shoener, the person who signed this instrument who acknowledged that he is the President and Chief Executive Officer of **THE KANSAS CITY SOUTHERN RAILWAY COMPANY** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Barbara L. Blevins



Notary Public

[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )  
CO R

On this 3rd day of November, 2006, before me appeared **James M. Wurtz Jr.**, the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Robert E. Loewer, Jr.

Notary Public

[Seal]

My Commission Expires:  
\_\_\_\_\_



**SCHEDULE A**

**LOCOMOTIVES**

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 8500	GE	B39-8 Four Axle
NREX 8503	GE	B39-8 Four Axle
NREX 8507	GE	B39-8 Four Axle
NREX 8508	GE	B39-8 Four Axle
NREX 8509	GE	B39-8 Four Axle
NREX 8512	GE	B39-8 Four Axle
NREX 8513	GE	B39-8 Four Axle
NREX 8514	GE	B39-8 Four Axle
NREX 8517	GE	B39-8 Four Axle
NREX 8520	GE	B39-8 Four Axle
NREX 8523	GE	B39-8 Four Axle
NREX 8528	GE	B39-8 Four Axle
NREX 8529	GE	B39-8 Four Axle
NREX 8532	GE	B39-8 Four Axle
NREX 8534	GE	B39-8 Four Axle
NREX 8538	GE	B39-8 Four Axle
NREX 8543	GE	B39-8 Four Axle
NREX 8545	GE	B39-8 Four Axle
NREX 8547	GE	B39-8 Four Axle
NREX 8551	GE	B39-8 Four Axle
NREX 8562	GE	B39-8 Four Axle
NREX 8564	GE	B39-8 Four Axle
NREX 8570	GE	B39-8 Four Axle
NREX 8571	GE	B39-8 Four Axle
NREX 8573	GE	B39-8 Four Axle
NREX 8581	GE	B39-8 Four Axle
NREX 8582	GE	B39-8 Four Axle
NREX 8584	GE	B39-8 Four Axle
NREX 8586	GE	B39-8 Four Axle
NREX 8587	GE	B39-8 Four Axle
NREX 8588	GE	B39-8 Four Axle
NREX 8589	GE	B39-8 Four Axle
NREX 8590	GE	B39-8 Four Axle
NREX 8599	GE	B39-8 Four Axle

**SCHEDULE "C"**

**SCHEDULE OF EQUIPMENT**

**Lessor:** NATIONAL RAILWAY EQUIPMENT CO.

**Lessee:** THE KANSAS CITY SOUTHERN RAILWAY COMPANY

**Approved by:** \_\_\_\_\_  
(Lessee to initial each page)

**Attached to Bill of Sale dated:**

**Equipment Located at:**

\_\_\_\_\_

National Railway Equipment Co.'s  
manufacturing facility in Silvis, Illinois

**Equipment Schedule No.: See Schedule "A"**

**Manufacturer and/or Vendor  
Name & Invoice Number**

**Equipment  
Description**

National Railway Equipment Co.

Thirty-four (34) GE B39-8 Four Axle  
Locomotives as identified in Schedule "A"  
of the Locomotive Lease Agreement

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of July 16, 2004, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and Rock & Rail LLC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of July 16, 2004 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

**LESSEE:**

**ROCK & RAIL LLC**

By: Franklin Lloyd  
Name: Franklin Lloyd  
Title: President

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: James M. Wurtz, Jr.  
Name: James M. Wurtz, Jr.  
Title: Vice President

*JL*

STATE OF Colorado )  
COUNTY OF El Paso ) SS.

On this 22nd day of July, 2004, before me appeared Franklin Lloyd, the person who signed this instrument who acknowledged that (s) he is the President of Rock & Rail LLC. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



My Commission Expires:

6/3/2005

Patricia A. Carver

Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On this 16th day of August appeared Jim Wirtz, the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



My Commission Expires:

12-30-06

Lisa Fuehrmeyer

Notary Public

Jan ASL



**MEMORANDUM OF LEASE AGREEMENT** SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of November 14, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and STATE LINE ENERGY LLC ("Lessee"), with reference to the following:

- 1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of November 14, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

- 2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

**LESSEE:**

**STATE LINE ENERGY, LLC**

By: Cecil Newton

Name: Cecil Newton

Title: Sr. Sourcing Specialist

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: James M. Wurtz, Jr.

Name: James M. Wurtz, Jr.

Title: Vice President

WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

**LESSOR:**

**LESSEE:**

**NATIONAL RAILWAY EQUIPMENT CO.**

**STATE LINE ENERGY, LLC**

**BY:**

**BY:**

**NAME:** James M. Wurtz, Jr.  
**TITLE:** Vice President

**NAME:** Cecil Newton  
**TITLE:** Sr. Sourcing Specialist

**ATTEST:** Robert E. Loewer, Jr.

**ATTEST:**

**BY:**

**BY:**

**TITLE:** Director of Finance

**TITLE:** Manager Supply Chain Sec

STATE OF Virginia )  
City Richmond ) SS.  
COUNTY OF Richmond )

On this 14th day of November, 2005, before me appeared Cecil Newton, the person who signed this instrument who acknowledged that (s) he is the Sec. Secretary of State Line Energy LLC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Dorothy B. Scott  
Notary Public

[Seal]

My Commission Expires:

4/31/09

) Illinois ) SS.  
) Cook )

On this 16th day of November, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of **NATIONAL RAILWAY EQUIPMENT CO.** and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

Robert E. Loefer, Jr.  
Notary Public

[Seal]



My Commission Expires:  
\_\_\_\_\_

**SCHEDULE "A"**

Attached to and incorporated into the Lease dated the 14<sup>th</sup> day of November, 2005 by and between the National Railway Equipment Co. (LESSOR) and State Line Energy, LLC (LESSEE).

Type and General Description of Locomotive Unit, Marks and Numbers:

<b>UNIT NO.</b>	<b>TYPE</b>	<b>GENERAL DESCRIPTION</b>
NREX 2902	EMD	GP50 General Purpose Locomotive

22475  
22475  
RECORDATION NO. 22475 FILED

OCT 19 '99 9-00AM

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of May 10, 1999, by and between NATIONAL RAILWAY EQUIPMENT COMPANY ("Lessor"), and City of Tacoma ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described as an EMD SD-40 Locomotive bearing reporting mark(s): # 3065.

Each locomotive is fully-described in a certain Lease Agreement dated as of May 10, 1999 (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

ORIGINAL

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

**LESSEE:**

CITY OF TACOMA

By: Ray E Corpuz

Name: RAY E CORPUZ

Title: CITY MANAGER

**LESSOR:**

NATIONAL RAILWAY EQUIPMENT COMPANY

By: [Signature]

Name: Patrick C. Frangella

Title: Vice- President

ORIGINAL

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me appeared \_\_\_\_\_, the person who signed this instrument who acknowledged that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

\_\_\_\_\_  
Notary Public

[Seal]

My Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 10<sup>th</sup> day of May, 1999, before me appeared Patrick C. Frangella, the person who signed this instrument who acknowledged that (s)he is an officer of **NATIONAL RAILWAY EQUIPMENT COMPANY** and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

*Debra L. Radtke*  
\_\_\_\_\_

Notary Public

[Seal]



My Commission Expires:

4-18-01  
\_\_\_\_\_

ORIGINAL

STATE OF WASHINGTON )  
County of Pierce ) ss.

On this 26th day of May, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RAY E. CORPUZ, JR., to me known to be the City Manager of the City of Tacoma, a municipal corporation, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



*Laura M. Newsham*  
Printed Name: Laura M. Newsham  
NOTARY PUBLIC in and for the State of  
Washington, residing at Saloma WA  
My commission expires 10/31/02

ORIGINAL

**SCHEDULE OF EQUIPMENT**

Lessor: NATIONAL RAILWAY EQUIPMENT COMPANY

Lessee: CITY OF TACOMA

Approved by: *Pennington H. H. H. for*  
(Lessee to initial each page)

Attached to Lease Agreement dated:

Equipment Located at:

May 10<sup>th</sup>, 1999

300 Ninth Street North

Equipment Schedule No.: 3065

Silvis, Illinois 61282

Manufacturer and/or Vendor  
Name & Invoice Number

Equipment  
Description

National Railway Equipment Company

EMD SD-40 3000 hp w/dyn. braking

ORIGINAL *PHH*

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT is made and entered into as of June 15, 2005, by and between NATIONAL RAILWAY EQUIPMENT CO. ("Lessor"), and THUNDER RAIL ASSOCIATION ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, Locomotive model(s) described herein.

Each locomotive is fully-described in a certain Lease Agreement dated as of June 15, 2005, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee. A Schedule of the equipment is attached hereto.

2. The Lease shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

The Memorandum of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement.

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

**LESSEE:**

RECORDATION NO. 25725 FILED

JUL 26 '05

4-23 PM

**THUNDER RAIL ASSOCIATION**

**SURFACE TRANSPORTATION BOARD**

By: Alec J. Black

Name: ALEC J. BLACK

Title: Chairman

**LESSOR:**

**NATIONAL RAILWAY EQUIPMENT CO.**

By: James M. Wurtz, Jr.

Name: James M. Wurtz, Jr.

Title: Vice President

PROVINCE  
STATE OF SASKATCHEWAN )  
 ) SS.  
COUNTY OF ARBORFIELD )

On this 21 day of JUNE, 2005, before me appeared ALEC BLACK, the person who signed this instrument who acknowledged that (s) he is the CHAIRMAN of THUNDER BELL ASSOCIATION and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Seal]



[Signature]  
Notary Public

My Commission Expires:

April 31, 2006

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

On this 11th day of July, 2005, before me appeared James M. Wurtz Jr., the person who signed this instrument who acknowledged that (s) he is an officer of NATIONAL RAILWAY EQUIPMENT CO. and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Seal]



[Signature]  
Notary Public

My Commission Expires:

12-30-04

**SCHEDULE OF EQUIPMENT**

**Lessor: NATIONAL RAILWAY EQUIPMENT CO.**

**Lessee: THUNDER RAIL ASSOCIATION**

**Approved by: \_\_\_\_\_**  
**(Lessee to initial each page)**

**Attached to Bill of Sale dated: \_\_\_\_\_ Equipment Located at:**  
**National Railway Equipment Co.'s**  
**remanufacturing facility in Mt. Vernon, Illinois**

**Equipment Schedule No.: See Schedule "A"**

<b><u>Manufacturer and/or Vendor</u></b> <b><u>Name &amp; Invoice Number</u></b>	<b><u>Equipment</u></b> <b><u>Description</u></b>
<b>National Railway Equipment Co.</b>	<b>ALCO M420R General Purpose Locomotive</b>

Schedule 2

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**LEASE**

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**ALASKA RAILROAD CORPORATION**

**ALBANY & EASTERN RAILROAD**

**JAMALCO CLARENDON ALUMINA WORKS**

**ALGOMA STEEL INC.**

lease 1

lease 2

**ATHABASCA NORTHERN RAILWAY LTD.**

lease 1

lease 2

**BORDER STEEL INC.**

**CAMP CHASE INDUSTRIAL RAILROAD CORPORATION**

**CLEVELAND-CLIFFS, INC.**

**DELTA SOUTHERN RAILROAD INC.**

**FALCONBRIDGE LIMITED KIDD METALLURGICAL DIVISION**

**FRONTIER EAST RAIL CORPORATION**

**FORMOSA PLASTICS CORPORATION, TEXAS**

**HONEYWELL INTERNATIONAL INC.**

lease 1

lease 2

**APM S.A. de C.V.**

lease 1

lease 2

**MARATHON PETROLEUM COMPANY LLC**

**ISPAT INLAND INC. (MITTAL STEEL)(ISPAT INLAND #7)**

**ISPAT INLAND INC. (MITTAL STEEL) (ISPAT INLAND #4)**

**ISPAT INLAND INC. (MITTAL STEEL) (ISPAT INLAND #6)**

**ISPAT INLAND INC. (MITTAL STEEL) (ISPAT INLAND #8)**

**NASHVILLE & EASTERN RAILROAD COMPANY**

**NORTHSHORE MINING COMPANY**

**RAIL POWER SERVICES LLC**

**RAILTEX, INC.**

**SOUTHERN CALIFORNIA RAILROAD COMPANY**

**SOUTHWESTERN RAILROAD COMPANY, INC.**

lease 1

lease 2

**TENNESSEE VALLEY AUTHORITY**

**UNITED STATES STEEL GREAT LAKES WORKS**

**RAILWAY SERVICES (VERMONT RAILWAY)**

**VULCAN MATERIALS COMPANY**

**WISCONSIN & SOUTHERN RAILROAD COMPANY**

<b>START DATE</b>
-----------------------

02/13/06

10/24/01

11/01/02

04/30/07

05/22/07

09/20/06

03/22/07

11/08/05

06/27/05

05/21/07

01/01/07

08/29/05

05/16/07

07/15/04

09/28/06

09/25/06

03/19/01

03/19/01

12/12/06

05/04/04

09/09/03

05/26/04

09/14/06

07/09/07

12/22/05

05/19/06

07/09/07

11/16/00

04/30/02

09/16/04

07/25/05

12/26/06

03/10/04

01/17/07

02/13/02