



150 North Michigan Avenue  
Chicago, Illinois 60601-7567  
312.558.1000 Fax 312.750.8600

**SUSAN G. LICHTENFELD**  
**Attorney at Law**  
312.750.8655 Fax 312.920.6161  
susan.lichtenfeld@rosshardies.com

RECORDATION NO. 24393 FILED

April 3, 2003

APR 04 '03 2-10 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams  
Secretary  
Office of the Secretary  
Surface Transportation Board  
1925 K Street, N.W., Room 714  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are one executed original and two photostatic copies of the Memorandum of Assignment of Lease, dated as of March 12, 2003 (the "Memorandum") between Rail Logistics, LC, as Transferor, and Railcar Custom Leasing, LLC, as Transferee, which Memorandum is a primary document as defined in the Commission's Rules for the Recordation of Documents. The Memorandum relates to that certain Rail Logistics L.C. Master Car Leasing Agreement and Service Contract #02-1154 dated June 1, 2002, and Riders 4, 5, 6 and 7 (the "Lease"), between Rail Logistics, L.C. as lessor, and Ameristeel, as lessee.

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

Transferor: Rail Logistics, LC  
6400 W. 110<sup>th</sup> Street  
Suite 100  
Overland Park, KS 66211

Transferee: Railcar Custom Leasing, LLC  
980 N. Michigan Ave  
Suite 1000  
Chicago, IL 60611

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Memorandum.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

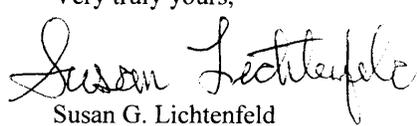
Kindly return two stamped photostatic copies of the Memorandum and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Primary Document to which the Document to Be Recorded

Memorandum of Assignment of Lease, dated as of March 12, 2003, between Rail Logistics, LLC, as Transferor, and Railcar Custom Leasing, LLC, as Transferee, and Riders 4, 5, 6, and 7 thereto covering the 22 cover hopper cars described therein.

Very truly yours,

  
Susan G. Lichtenfeld

w/encl.

**MEMORANDUM OF ASSIGNMENT OF LEASE**

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of this 12<sup>th</sup> day of March, 2003, is made by RAIL LOGISTICS, LC, a Kansas limited liability company, with an address at 6400 W. 110<sup>th</sup> Street, Suite 100, Overland Park, KS 66211 (the "Transferor"), and RAILCAR CUSTOM LEASING, LLC, a Tennessee limited liability company, with an address at 980 N. Michigan Avenue, Suite 1000, Chicago, IL 60611 (the "Transferee" and, together with the Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Transferor, as assignor, and Transferee, as assignee, previously entered into the Assignment of Lease dated as of March 12, 2003 (the "Assignment of Lease"), pursuant to which Transferor assigned to Transferee all rents, issues and profits from Transferor's leasehold interests in the Lease (attached hereto as Exhibit A) between Transferor, as lessor, and Gerda Ameristeel, as lessee, relating to the lease of 22 covered hopper cars identified on Schedule 1 attached hereto (the "Equipment").

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment, and the respective interests therein of the Parties.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Assignment of Lease with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a).

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

RAIL LOGISTICS, LC

By: Michael Leeper  
Name: MICHAEL LEEPER  
Title: Haraging Member

RECORDATION NO. 24393 FILED !

APR 04 2003 2:10 PM

SURFACE TRANSPORTATION BOARD

RAILCAR CUSTOM LEASING, LLC

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

**MEMORANDUM OF ASSIGNMENT OF LEASE**

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of this 12<sup>th</sup> day of March, 2003, is made by RAIL LOGISTICS, LC, a Kansas limited liability company, with an address at 6400 W. 110<sup>th</sup> Street, Suite 100, Overland Park, KS 66211 (the "Transferor"), and RAILCAR CUSTOM LEASING, LLC, a Tennessee limited liability company, with an address at 980 N. Michigan Avenue, Suite 1000, Chicago, IL 60611 (the "Transferee" and, together with the Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Transferor, as assignor, and Transferee, as assignee, previously entered into the Assignment of Lease dated as of March 12, 2003 (the "Assignment of Lease"), pursuant to which Transferor assigned to Transferee all rents, issues and profits from Transferor's leasehold interests in the Lease (attached hereto as Exhibit A) between Transferor, as lessor, and Gerdau Ameristeel, as lessee, relating to the lease of 22 covered hopper cars identified on Schedule 1 attached hereto (the "Equipment").

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment, and the respective interests therein of the Parties.

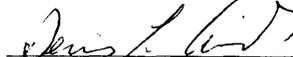
NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Assignment of Lease with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a).

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

RAIL LOGISTICS, LC

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

RAILCAR CUSTOM LEASING, LLC

By:  \_\_\_\_\_  
Name: Dennis Amick  
Title: President

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF Johnson    )

On this 31<sup>st</sup> day of March, 2003, before me personally appears Michael Lerwer to me personally known, who by me duly sworn, says that he/she is the Managing Member of RAIL LOGISTICS, LC (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christopher P. Melonicki  
Notary Public

[SEAL]

My Commission expires: May 22, 2003

STATE OF ILLINOIS        )  
                                  )SS  
COUNTY OF COOK        )

On this \_\_\_\_\_ day of March, 2003 before me personally appears \_\_\_\_\_, to me personally known, who by me duly sworn, says that he/she is the \_\_\_\_\_ of RAILCAR CUSTOM LEASING, LLC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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

[SEAL]

My Commission expires:

STATE OF KANSAS )  
 )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March, 2003, before me personally appears \_\_\_\_\_,  
to me personally known, who by me duly sworn, says that he/she is the  
\_\_\_\_\_ of RAIL LOGISTICS, LC (the "Company"), that the foregoing  
instrument was signed on behalf of the said Company by authority of its Board of Directors, and  
he/she acknowledged that the execution of the foregoing instrument was the free act and deed of  
the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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

[SEAL]

My Commission expires:

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

On this 21<sup>st</sup> day of March, 2003 before me personally appears Dennis Amick,  
to me personally known, who by me duly sworn, says that he/she is the  
President of RAILCAR CUSTOM LEASING, LLC. (the "Company"), that the  
foregoing instrument was signed on behalf of the said Company by authority of its Board of  
Directors, and he/she acknowledged that the execution of the foregoing instrument was the free  
act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Regina M. Pura  
Notary Public

[SEAL]

My Commission expires

August 19, 2004

**EXHIBIT A**

**RAIL LOGISTICS L.C., MASTER CAR LEASING AGREEMENT  
AND SERVICE CONTRACT #02-1154**

THIS AGREEMENT and the Riders attached hereto dated the 1<sup>st</sup> day of June, 2002, by and between Rail Logistics L.C., a Kansas limited liability company, having its principal office at 6400 W. 110th St., Suite 100, Overland Park, Kansas, 66211, hereinafter called "LESSOR", and AmeriSteel, a Florida corporation, having its principal office at 5100 W. Lemon, St., Suite 312, Tampa, FL 33609, hereinafter referred to as "Lessee").

**WITNESSETH:**

1. Lessor agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the cars covered by the riders attached hereto and made a part hereof and such additional riders as may be added hereto from time to time by written agreement of the parties, and any and all other cars delivered to and accepted by Lessee. Each such rider shall set forth the number of cars, the specific commodity to be carried therein or thereon, the rental/lease rate, term of use, car numbers, and any other pertinent information that may be desired by both parties. All cars leased pursuant to such riders, otherwise delivered to and accepted by Lessee, are subject to the terms of the Agreement.
2. Lessor agrees to deliver the cars to Lessee at a point or points designated by Lessee. Lessor's obligation as to such delivery shall be subject to all delays resulting from causes beyond its control. The obligation of Lessor to furnish the cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to delays caused by fire, labor difficulties, delays of carriers and materialmen, or governmental authority, and Lessor shall not be liable for any damages by reasons of any such delay. Lessee agrees that in the event any cars are used outside of continental United States, Lessee shall reimburse Lessor for any customs duties, taxes, investment tax credit reductions or other expenses resulting from such use.
3. Lessee agrees to pay the rental charges with respect to each of the cars from the date of **ARRIVAL** thereof and until such car is returned to Lessor. Such rental charges shall be paid to Lessor at its principal office, 6400 W. 110th St., Suite 100, Overland Park, KS 66211, **IN ADVANCE ON THE FIRST DAY OF THE CALENDAR MONTH**, except that Lessee shall pay in advance upon the **ARRIVAL** of each car, respectively, for the period from the date of **ARRIVAL** and the first day of the succeeding month. Any rental or other sums payable to Lessor under this Agreement and not paid when due shall thereafter bear interest at a rate of 1/2% per month or 6% per annum.
4. Each of the cars shall be subject to Lessee's visual inspection upon delivery to Lessee. Failure to report in writing or orally any defect in the car within five (5) business days after delivery of the car into the Mill, or the loading of each such car by Lessee, or at its direction, shall constitute acceptance thereof by Lessee and shall be conclusive acceptance of the fit condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon. If a defect is found during this visual inspection, Lessee shall not load the defective car and shall notify Lessor in writing as soon as is reasonably possible so that the

car can be removed from Lessee's possession and replaced at the expense of Lessor. If a defect is discovered after a car has been loaded, Lessee agrees to empty the car and remove any residual material prior to contacting Lessor for repair of the defect.

5. Lessor agrees to keep records pertaining to the movement of the cars, and Lessor agrees to promptly furnish Lessee, if requested by Lessee, with complete reports of the car movements, upon request, including dates received, loaded and shipped, commodity, destination and full junction routing, and all information which Lessor may receive from railroad companies or other sources.
6. Lessee shall promptly notify Lessor upon receipt by Lessee of knowledge of any damage to any of the cars. Lessor agrees to pay for the maintenance and repair of the cars, except as hereinafter provided. Lessee shall not repair, or authorize the repair of, any of the cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads rules for Interchange) may be performed without prior written consent. If any car becomes unfit for service and shall be held in a car shop for repair and shall remain therein for a period in excess of five (5) days, the monthly rental with respect to such car shall abate from and after such period of five (5) days until such car is released from the shop or until another car shall have been placed in the service of Lessee by Lessor in substitution for such car. It is understood that no rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.
7. Lessee agrees to preserve the cars in good condition and not in any way alter the physical structure of the cars without written approval of the Lessor. Lessee agrees to pay for repair to cars, fittings, appliances or appurtenances thereto, including but not limited to, load access items (i.e. manways, bottom outlets, if applicable, etc.) which shall be damaged, ordinary wear and tear excepted, or destroyed either as a result of the acts of Lessee or any of Lessee's employees, agents, or customers or from any commodity or other material loaded therein or thereon.
8. Lessee, at its own expense, shall either replace or reimburse Lessor at Lessor's option for the cost of replacing any appliance or removable part if destroyed, lost, removed or stolen, unless the railroads transporting the cars have assumed full responsibility for such loss or damage, or unless such loss or damage results from the negligence or omission of Lessor, its agents or employees.
9. In the event any car is totally damaged or destroyed, the rental with respect to such car shall terminate upon date of destruction, and in the event any car is reported to be bad ordered and Lessor elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for repairs, the rental with respect to such car shall terminate upon the date that such car was bad ordered. Lessor shall have the right, but shall not be obligated, to substitute for any such car another car of the same type and capacity and the rental with respect to such substituted car shall commence upon delivery of such substituted car to Lessee.

10. Lessor shall not be liable for any loss of, (except to the extent such loss or damage is caused by Lessor), or damage to commodities, or any part thereof, loaded or shipped in or on the cars, and Lessee agrees to assume financial responsibility for, to indemnify Lessor against, and to save it harmless from any such loss or damage.
11. At the termination of this lease, Lessee will release all cars to Lessor Empty and Clean.
12. For purposes of this agreement "Empty" shall be defined as: **FREE FROM ANY AND ALL RESIDUE, PRODUCT, SUBSTANCE, ODOR, OR OTHER MATTER ACCUMULATED WITHIN SUCH CARS AS A RESULT OF ITS USE BY LESSEE.**
13. For purposes of this agreement "Clean" shall be defined as: **CLEANED TO SUCH AN EXTENT AS TO PREVENT CONTAMINATION, WHICH OTHERWISE MAY CHANGE THE NATURE OF ANY SUBSEQUENT LOAD. SUCH CLEANING MAY REQUIRE THE USE OF SOLVENTS, CAUSTIC CLEANSERS, (however, caustic cleansers should not be used in cars with phenolic baked linings such as Placite #3066), AND/OR HIGH PRESSURE FLUSHING SYSTEMS.** If applicable Lessee agrees to manage any wastes generated by decontamination procedures according to the provisions of 40 CFR 262, et seq.
14. For purposes of this agreement, "Last Contents", if applicable, shall be defined as: **ANY APPROVED COMMODITY REMAINING IN THE CARS AT TIME THEY ARE RETURNED TO LESSOR.**
15. If Lessee does not clean and/or decontaminate such cars as described in this agreement or any rider thereto, to the reasonable satisfaction of Lessor, Lessee shall, on demand, have the opportunity to re-clean or repair said car(s), or reimburse Lessor for the cost of such cleaning and/or decontaminating any cars containing residue, and for damage to any tank, appurtenances, and/or fittings, which have been affected by the commodity loaded therein.
16. In the event the U.S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that the cars be modified, added to, or in any manner adjusted in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100.00 expended on such car, effective as of the date the car is released from the repair facility after application of such additions, Modifications or adjustments (hereinafter the "modifications"). Lessee shall cause the car to be delivered empty and free of residue, at Lessee's expense, to a repair facility designated by Lessor. If the car is not delivered free of residue, Lessor may cause the car to be cleaned and Lessee shall pay the cost thereof. All rental charges shall continue hereunder for the first thirty (30) days any car is in a repair facility for modifications pursuant to this paragraph. Thereafter, one-half (1/2) rental credits will be issued on the car and shall continue until the car is released from the repair facility. In the event Lessor in its sole discretion determines prior to making any modifications that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and Lessor elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such

modifications, Lessor shall have the right to terminate this agreement with respect to such car upon written notification to Lessee. Lessor is not aware, at this time, of any change or modifications required by in this paragraph.

17. Lessee agrees to indemnify and hold Lessor harmless from and against any loss, liability, claim, damage or expense (including, unless Lessee assumes the defense, the reasonable cost of investigating and defending against any claim for damages) arising out of or in connection with the use of the cars during the term of this Agreement, excepting, however, any loss, liability, claim, damage or expense which accrues with respect to any of the cars (i) while such car is in a repair shop undergoing repairs, (ii) which are attributable to the gross negligence or willful misconduct of Lessor, its agents or employees; or (iii) for which a railroad or railroads have assumed full responsibility, including investigating and defending against any claim for damages.
18. Lessee agrees to indemnify and hold Lessor harmless from and against any loss, liability, claim, damage, expense (including without limitations, the reasonable cost of investigating and defending against any claim for damages), fine or penalty arising out of, or in connection with any present or applicable law, rule or regulation, including without limitation, common law and environmental law, arising from asserted claims in connection with or otherwise related to the release, removal or disposition whether intentional or unintentional of any material from or placed in a car during the term of this agreement; excepting however, any such loss, liability, claim, damage, expense, fine or penalty for which a railroad or railroads have assumed full responsibility, including investigating and defending against any claim for damages. Lessor, however, will indemnify Lessee for any loss, liability, claim, damage, expense, fine or penalty which is attributable to, or the result of the gross negligence or willful misconduct of the Lessor, its agents or employees.
19. Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the cars after a maximum of 5 days after actual placement on the Mill siding. In addition, Lessor shall not be liable for any loss of or damage to any car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to the Association of American Railroads Rules for Interchange.
20. Lessee shall make no transfer or assignment of its interest under this Agreement in and to the cars without Lessor's prior written consent, except that Lessee may sublease any of the cars to its customers consistent with its normal merchandising methods; provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under all conditions and terms of this Agreement. No right, title or interest in any of the cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the cars, except the right to use the cars in accordance with the terms of this Agreement.
21. If Lessee shall fail to perform any of its obligations hereunder, Lessor shall forthwith notify Lessee via certified letter of such failure of performance, and give Lessee a reasonable time to cure said failure of performance. For purposes of this agreement, "Reasonable Time" shall be five (5) business days for failure to pay any unpaid invoice, and for all other such failures of performance shall be a reasonable period, said period to be decided on a case by case

basis. If Lessee shall not cure said failure during the time(s) set forth above, Lessor may either (a) terminate this Agreement immediately and repossess the cars, or (b) withdraw the cars from the service of Lessee and deliver the same, or any thereof, to others upon such terms as Lessor may see fit, or, (c) if Lessee has sublet the cars to a third party pursuant to this agreement, collect any unpaid rental directly from said sublessee. If Lessor shall elect to proceed in accordance with clause (b) above and if Lessor during the balance of the term of this Agreement shall fail to collect for the use of the cars a sum at least equal to all unpaid rentals hereunder to the stated date of termination hereof plus an amount equal to all expenses of withdrawing the cars from the service of Lessee and collecting any earnings thereof, Lessee agrees to pay, upon demand by Lessor the amount of any such deficiency. It is expressly understood that Lessor at its option may terminate this Agreement in the event that a petition in bankruptcy or a petition for a trustee or receiver be filed by or against Lessee or in the event that Lessee shall make an assignment for creditors.

22. If Lessee continues to use the cars after the expiration of the term of this agreement, or does not return such cars to the Lessor, as required by this Agreement, all terms and conditions of this Agreement, including, but not limited to those terms specified in paragraphs 13 and 14 of this Agreement (except in respect to expiration of the term thereof), shall continue to apply, and the Lessee shall continue to be obligated to pay rent for each car every month so long as it retains possession of said cars, or has not cleaned and/or decontaminated said cars according to the terms and condition of this Agreement.
23. Lessee agrees to assume responsibility for and to pay all applicable state sales, use or similar taxes resulting from the lease or use of the cars. The parties hereto agree that Lessee shall not be responsible for any property or ad valorem taxes due as a result of Lessee's use of the cars.
24. Lessee shall not place any lettering or marking of any kind except Lessee and/or commodity stencils upon any of the cars except with the prior written consent of Lessor.
25. Lessee agrees not to load any of the cars in excess of the load limit stenciled thereon. Lessor warrants that all load limit stencils are current with the UMLER file.
26. Except as otherwise provided herein, this Agreement shall be binding upon the parties hereto, their respective successors, assigns, and legal representatives; and shall remain in full force and effect from the date hereof until the completion of the leasing agreement shown on attached riders of the first car or cars hereunder, and all such cars are returned to Lessor.
27. It is understood that Lessor shall have the right, but shall not be obligated, under this Agreement and the riders attached thereto, to substitute for any car another car of the same type and capacity with the prior consent of Lessee, and the rental with respect to the substituted car shall commence upon delivery of such substituted car to Lessee.
28. Lessor will send a renewal proposal letter (the "Letter") to Lessee fifteen (15) days' prior to the expiration date of each Rider. If no written notice is received prior to the expiration date of each rider by Lessor from Lessee regarding its intention to either return the cars at the end

of the terms, or renew the rider upon the terms and conditions set forth in the Letter, the Rider will automatically be renewed upon a month to month basis until terminated.

29. Nothing herein contained shall give or convey to Lessee any right, title or property interest in and to the cars, or any of them, except as Lessee. **LESSOR, NOT BEING THE MANUFACTURER OF THE CARS NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OF ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS.** Lessee will be subrogated to Lessor's claims, if any against the manufacturer or supplier of the cars for breach of any warranty or representation and, upon written request from Lessee, Lessor shall take all reasonable action requested by Lessee to enforce any such warranty, express or implied, provided, however that (a) Lessee is not in default under this Agreement and (b) Lessor shall not be obligated to resort to litigation to enforce any such warranty. If Lessee decides to litigate, Lessee shall pay all expenses in connection therewith. Notwithstanding the foregoing, Lessee's obligations to pay the rentals or otherwise under this Agreement shall be and are absolute and unconditional.
30. No liability shall result to either party from delay in performance or nonperformance caused by circumstances beyond the control of the party affected, including, but not limited to act of God, fire, flood, explosion, war, action or request of government authority, accident, labor trouble or shortage, earthquake, inability to obtain material, equipment, or transportation. Provided, however, the party experiencing the disability shall promptly (within forty-eight (48) hours from the beginning of any disability) send written notice thereof to the other party to this Agreement and attached Rider.
31. Lessor, in consideration of the Lessee's oral representations and agreement to observe and be bound by each and all of the terms and conditions of this Agreement as set forth herein, and the immediate need of cars by Lessee, may have shipped one or more of the cars to Lessee prior to the formal execution of his Agreement. If this has occurred, this Agreement, whether or not executed, shall be the RAILROAD LOGISTICS, INC., MASTER CAR LEASING AGREEMENT AND SERVICE CONTRACT #01-1051 between the parties for such cars and, upon Lessee's oral agreement to abide by said Agreement, shall supersede all prior negotiations and correspondence, and shall relate back to the time of first shipment of any car.
32. All notices provided for herein, as well as all correspondence pertaining to this Agreement, shall be considered as properly given if: (a) given in writing and delivered personally or sent by registered, certified, or regular mail, or (b) by telecopy (fax) and confirmed thereafter in writing sent by registered, certified, or regular mail. The respective addresses for notice shall

be the addresses of the parties given at the outset hereof. Either party giving written notice to the other may change such addresses.

**RAIL LOGISTICS, INC (Administration)**, Chris Mnichowski, 6400 W. 110<sup>th</sup>, St., Suite 100, Overland Park, KS 66211 (800-899-7090), FAX: (913-491-0054), E-mail: chris@rrlx.com; (**Technical Support**) Ann Barnett, (913-491-0050), FAX: 913-491-0054, E-mail: ann@rrlx.com.

**AMERISTEEL**

**OPERATIONAL**

**KNOXVILLE STEEL MILL DIVISION**

1919 Tennessee Avenue

Knoxville, TN 37921

CONTACT: Sonny Crews

PHONE: 423 546 0102 Ext. 241

FAX: 423 637-8293

**JACKSONVILLE STEEL MILL DIVISION**

Hwy. 217 Yellow Water Road

Baldwin, FL 32234

CONTACT: Michael Leuck

PHONE: 904 266-4261 Ext. 133

FAX: 904 266-2996

**WEST TENNESSEE STEEL MILL DIVISION**

West Tennessee Steel Mill

801 Ameristeel Rd.

Jackson, TN 38303

CONTACT: Steve King

PHONE: 901 427-2000 Ext. 274

FAX: 901 422-4247

Envirosafe Services of Ohio

876 Otter Creek Road

Oregon, Ohio 43061

WSID: Various

CONTACT: Customer Service Representative

CONTACT: Lisa Humphrey

PHONE: 419 698-3500 Ext. 126

PHONE: 419 698-8663

**AMERISTEEL CONTRACT NOTICE**

Mark O'Donnell

5100 West Lemon Street

Suite 312  
Tampa, FL 33609  
P.O. Box 31328 Tampa, FL 33631-3328  
PHONE: 813 207-2273  
FAX: 813 207-2238

33. This Agreement and the Riders attached hereto shall be governed by and construed in accordance with the laws of the State of Kansas, USA.

**IN WITNESS WHEREOF**, the parties hereto have duly executed the Agreement in two counterparts (each of which shall be deemed an original) the day and year first above written.

LESSEE: AMERISTEEL, INC.

LESSOR: RAIL LOGISTICS L.C.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title CEO

Date \_\_\_\_\_

Date July 22, 2002

Mar 21 2003 5:19PM HP LASERJET 3330

p.10

MAR 21 2003 17:15 HP LASERJET 3200

p.2  
p.8

AmeriSteel Contract Notice

Mark O'Donnell  
5100 West Lemon Street  
Suite 312  
Tampa, FL 33609  
P.O. Box 31328 Tampa, FL 33631-3328  
PHONE: 813 207-2273  
FAX: 813 207-2238

33. This Agreement and the Riders attached hereto shall be governed by and construed in accordance with the laws of the State of Kansas, USA.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement in two counterparts (each of which shall be deemed an original) the day and year first above written.

LESSEE: AMERISTEEL, INC.

By Mark J O'Donnell

Title TRANSPORTATION DIRECTOR

Date 7/23/02

LESSOR: RAIL LOGISTICS L.C.

By Chi Michowski

Title CEO

Date July 22, 2002

**RAIL LOGISTICS, L.C., MASTER CAR LEASING AGREEMENT  
AND SERVICE CONTRACT #02-1154  
RIDER #04**

This Rider shall become a part of Master Car Leasing Agreement and Service Contract #02-1154 between RAIL LOGISTICS, L.C., Lessor, and AMERISTEEL, 5100 W. Lemon St., Suite 312, Tampa, FL 33609, "Lessee."

The railcars described herein shall be leased to Lessee subject to the terms and conditions in the Master Lease during the term and for the rental shown below:

NUMBER OF CARS COVERED BY RIDER: 2

TERM OF RIDER: 2 years. Lease begins date of actual placement at Lessee's delivery point, or, five days from arrival to Lessee's delivery point. Lease ends date of actual placement at Lessor's delivery point.

SERVICE: Electric Arc Furnace Dust STCC 48-756-48

CAR DESCRIPTION: 3560 Cu. Ft. Covered Hopper

<u>Car Number</u>	<u>Capacity</u>	<u>Rental Rate</u>
RRLX 4208	3560 cu ft.	██████ per month
RRLX 4240	"	"

1. Into and out of service empty mileage will be for the account of Lessee. All other mileage subject to equalization. High Mileage Charge will be \$██████ per mile over ██████ miles per car per calendar year or portion thereof.
2. Except as expressly modified hereby, all terms and conditions of the Master Lease #02-1154 shall remain in full force and effect.
3. Lessee and Lessor agree that no mileage earnings will be distributed to Lessee.
4. Lessee has advised Lessor that the commodities described as "Electric Arc Furnace Dust" is to be placed in the railcars. Lessee has provided Lessor with a chemical analysis from a certified lab and/or waste profile sheets or an MSDS.
5. The car(s) listed above must be returned cleaned (refer to paragraph 15 of the RAIL LOGISTICS, L.C., MASTER RAILCAR LEASING AGREEMENT, CONTRACT #02-1154, and free of all and residuc.
6. It is understood and agreed that Lessee's obligation to pay rental under each Rider with respect to each of said cars will be deemed to have terminated on the expiration date of the Rider or on the day after car are available to Lessor Clean and Empty.

7. **HAZARDOUS WASTE DEFINED: HAZARDOUS WASTE** shall mean: (1) All waste defined or characterized as **HAZARDOUS WASTE** under the RESOURCE CONSERVATION and RECOVERY ACT (RCRA) 42 U.S.C. Section 6901 et seq., or the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION and LIABILITY ACT (CERCLA), 42 U.S.C. Section 9601 et seq., as each may be amended from time to time, and regulations promulgated thereunder; (2) All polychlorinated biphenyl (PCB) or PCB contaminated waste; and (3) All waste defined or characterized as hazardous, chemical, industrial or special waste by either the principal agency of any state of the United States having jurisdiction over hazardous waste transported under this Agreement or the principal agency of any foreign jurisdiction with respect to hazardous waste generated from outside the United States and transported under this Agreement. PROVIDED, HOWEVER, that the term **HAZARDOUS WASTE**: (i) Is intended to mean and include those substances which are not normally expected to be disposed of by employing generally accepted sanitary landfill disposal methods; (ii) Shall exclude radioactive wastes; and (iii) Shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over **HAZARDOUS WASTE** transported under the Agreement.
8. **DOCUMENTATION OF HAZARDOUS WASTES:** (a) **HAZARDOUS WASTE** transported under this Agreement shall be as described in the attached Rider(s). Such **HAZARDOUS WASTE** shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such **HAZARDOUS WASTE** shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations. In particular, but without limiting the generality of the foregoing, the following federal hazardous waste manifest record-keeping and reporting requirements shall apply: (i) 40 CFR part 262, Subparts B and D, to be the obligation of the Lessee; (ii) 40 CFR Part 264 subpart E or Part 265 subpart E, as the case may be, to be the obligation of the Lessee; (iii) 49 CFR Section 172.205 as it applies to the obligations of Lessee; (iv) 49 CFR Part 174, as it applies to the obligations of Lessee; (v) 40 CFR Part 761 Subparts C and J, [regarding polychlorinated biphenyls]. In addition to manifests and other documentation, Lessee shall, upon Lessor's request, provide Lessor with accurate and descriptive chemical and physical data on the character of the **HAZARDOUS WASTE** to be transported prior to actual shipment.
9. **DETERMINATION OF DESTINATION:** Services provided hereunder are designed to meet the distinct needs of Lessee and shall consist of a series of shipments. At all times the determination of the destination for all **HAZARDOUS WASTE** shall be exclusively by the Lessee, and in no event shall Lessor be deemed to be an entity making any determination of the delivery location of any **HAZARDOUS WASTE**.
10. **DESIGNATED FACILITY:** The disposal facility(ies) to which shipments under this Agreement are to be transported are hereinafter referred to as **DESIGNATED FACILITY(IES)**. Lessee warrants that the **DESIGNATED FACILITY(IES)** selected to receive a particular type of waste is(are) legally permitted to accept such waste. Lessee shall

indemnify Lessor for any "Transporter Liability" pursuant to Sections 107(a) and 107(b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto and for any similar liability pursuant to state or local laws which hold a transporter or an arranger of transportation of **HAZARDOUS WASTE** liable for any release of waste from any of the **DESIGNATED FACILITY(IES)** pursuant to this Agreement.

11. **NONCONFORMING WASTE:** If **HAZARDOUS WASTE** transported under this Agreement is delivered to destination and Lessee or Lessee's **DESIGNATED FACILITY** subsequently determines that such **HAZARDOUS WASTE** does not conform to the description of the **HAZARDOUS WASTE** on the applicable manifest or similar document accompanying such shipment, or refuse(s) to accept delivery of the **WASTE** for any reason, such **HAZARDOUS WASTE** shall be considered to be **NON CONFORMING WASTE**. Lessee shall be required to furnish a revised manifest within twenty-four (24) hours, excluding Saturdays, Sundays and legal holidays. If by that time, Lessee has not instructed Lessor as to the destination and description of the **NON CONFORMING WASTE**, Lessor shall be authorized to return the **NONCONFORMING WASTE** to origin or to an alternate destination (at the same rate that was charged for the inbound movement). Any such return movements of **NONCONFORMING WASTE** shall be deemed to be made at the sole discretion of the Lessee. Lessee shall be solely responsible for paying for any demurrage, detention, hold, storage or additional transportation charges related to the handling of the **NONCONFORMING WASTE** including, but not limited to, any costs incurred by Lessor subsequent to the determination that the **WASTE** is nonconforming. Unless specifically agreed to in writing between Lessor and Lessee, Lessee is further responsible for the preparations of any further shipping papers required by federal or state regulations. In the event that any governmental agency or court prohibits the delivering carrier from delivering the **NONCONFORMING WASTE** to an alternate destination or returning such **NONCONFORMING WASTE** to origin, the Lessee shall be responsible for all costs incurred by Lessor due to such prohibition of delivery. Lessee shall indemnify and hold Lessor harmless for any claims made against Lessor by private parties or governmental agencies by virtue of prohibition of delivery.
12. **LOADING AND UNLOADING:** (a) Unless otherwise provided herein or by attached Rider, Lessee shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading **HAZARDOUS WASTE** into or out of equipment pursuant to this Agreement. Lessee shall comply with the loading rules of the Association of American Railroads (ARR) and applicable federal and state loading rules, or other loading rules as modified to meet the needs of Lessee, subject to applicable federal and state requirements regarding the handling of **HAZARDOUS WASTE**. Lessee shall also be responsible for inspecting and cleaning all equipment after unloading. (b) Lessee shall further be responsible for insuring that the load limits of any equipment used for transporting **HAZARDOUS WASTE** under this Agreement are not exceeded. If it is discovered that equipment has been overloaded, Lessor may request the rail carrier to set out such equipment at a location convenient to rail carrier, and Lessor shall notify Lessee by telephone, confirmed in writing, of the location of the overloaded equipment. **LESSEE SHALL BE RESPONSIBLE FOR REMOVING EXCESS**

**WEIGHT FROM OVERLOADED CARS.** LESSEE shall be responsible for performing and bearing all costs for movement of the overloaded rail car and removal of excess weight as required by railroad. Lessor will cause the affected equipment to be moved to destination in such manner and time as is practicable after Lessor is notified by Lessee that excess weight has been removed.

- 13. **HAZARDOUS WASTE DISCHARGE:** (a) In the event of an incident during transportation under this Agreement involving "HAZARDOUS WASTE DISCHARGE" (as those terms are defined by CERCLA, any regulations promulgated pursuant thereto, and section 311 of the Clean Water Act), all parties shall take immediate action as is required under 40 CFR Parts 264 and 265, subpart D (Sections 264.56 and 265.56), and any other applicable federal or state laws, rules or regulations, including the notification of the proper federal and state authorities. (b) Regardless of where a HAZARDOUS WASTE DISCHARGE occurs, both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard. Provided, however, that nothing contained in this paragraph shall alter Lessee's responsibilities and obligations nor Lessee's responsibilities and obligations under this Agreement. (c) In any incident where the expenses of cleanup are the obligation of Lessee under the terms of this Agreement, Lessor, only upon request of Lessee and to extent authorized by law and regulation, shall arrange transport for waste being disposed of by Lessee as a result of the cleanup.

LESSEE: AMERISTEEL, INC.

LESSOR: RAIL LOGISTICS L.C.

By Mark J. O'Donnell

By Chie M. Mielowski

Title TRANS DIR

Title CFO

Date 8/2/02

Date July 9, 2002

**RAIL LOGISTICS, L.C., MASTER CAR LEASING AGREEMENT  
AND SERVICE CONTRACT #02-1154  
RIDER #05 [Amended]**

This Rider shall become a part of Master Car Leasing Agreement and Service Contract #02-1154 between RAIL LOGISTICS, L.C., Lessor, and AMERISTEEL, 5100 W. Lemon St., Suite 312, Tampa, FL 33609, "Lessee."

The railcars described herein shall be leased to Lessee subject to the terms and conditions in the Master Lease during the term and for the rental shown below:

NUMBER OF CARS COVERED BY RIDER: 3

TERM OF RIDER: 2 years. Lease begins date of actual placement at Lessee's delivery point, or, five days from arrival to Lessee's delivery point. Lease ends date of actual placement at Lessor's delivery point.

SERVICE: Electric Arc Furnace Dust STCC 48-756-48

CAR DESCRIPTION: 3560 Cu. Ft. Covered Hopper

<u>Car Number</u>	<u>Capacity</u>	<u>Rental Rate</u>
RRLX 4217	3560 cu ft.	\$400 per month
RRLX 4233	"	"
RRLX 4239	"	"
RRLX 4203	"	"

1. Into and out of service empty mileage will be for the account of Lessee. All other mileage subject to equalization. High Mileage Charge will be \$.04 per mile over 30,000 miles per car per calendar year or portion thereof.
2. Except as expressly modified hereby, all terms and conditions of the Master Lease #02-1154 shall remain in full force and effect.
3. Lessee and Lessor agree that no mileage earnings will be distributed to Lessee.
4. Lessee has advised Lessor that the commodities described as "Electric Arc Furnace Dust" is to be placed in the railcars. Lessee has provided Lessor with a chemical analysis from a certified lab and/or waste profile sheets or an MSDS.
5. The car(s) listed above must be returned cleaned (refer to paragraph 15 of the **RAIL LOGISTICS, L.C., MASTER RAILCAR LEASING AGREEMENT, CONTRACT #02-1154**, and free of all and residue.
6. It is understood and agreed that Lessee's obligation to pay rental under each Rider with respect to each of said cars will be deemed to have terminated on the expiration date of the Rider or on the day after car are available to Lessor Clean and Empty.

Lease #02-1154 Rider #5  
September 11, 2002

7. **HAZARDOUS WASTE DEFINED: HAZARDOUS WASTE** shall mean: (1) All waste defined or characterized as **HAZARDOUS WASTE** under the RESOURCE CONSERVATION and RECOVERY ACT (RCRA) 42 U.S.C. Section 6901 et seq., or the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION and LIABILITY ACT (CERCLA), 42 U.S.C. Section 9601 et seq., as each may be amended from time to time, and regulations promulgated thereunder; (2) All polychlorinated biphenyl (PCB) or PCB contaminated waste; and (3) All waste defined or characterized as hazardous, chemical, industrial or special waste by either the principal agency of any state of the United States having jurisdiction over hazardous waste transported under this Agreement or the principal agency of any foreign jurisdiction with respect to hazardous waste generated from outside the United States and transported under this Agreement. PROVIDED, HOWEVER, that the term **HAZARDOUS WASTE**: (i) Is intended to mean and include those substances which are not normally expected to be disposed of by employing generally accepted sanitary landfill disposal methods; (ii) Shall exclude radioactive wastes; and (iii) Shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over **HAZARDOUS WASTE** transported under the Agreement.
8. **DOCUMENTATION OF HAZARDOUS WASTES:** (a) **HAZARDOUS WASTE** transported under this Agreement shall be as described in the attached Rider(s). Such **HAZARDOUS WASTE** shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such **HAZARDOUS WASTE** shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations. In particular, but without limiting the generality of the foregoing, the following federal hazardous waste manifest record-keeping and reporting requirements shall apply: (i) 40 CFR part 262, Subparts B and D, to be the obligation of the Lessee; (ii) 40 CFR Part 264 subpart E or Part 265 subpart E, as the case may be, to be the obligation of the Lessee; (iii) 49 CFR Section 172.205 as it applies to the obligations of Lessee; (iv) 49 CFR Part 174, as it applies to the obligations of Lessee; (v) 40 CFR Part 761 Subparts C and J, [regarding polychlorinated biphenyls]. In addition to manifests and other documentation, Lessee shall, upon Lessor's request, provide Lessor with accurate and descriptive chemical and physical data on the character of the **HAZARDOUS WASTE** to be transported prior to actual shipment.
9. **DETERMINATION OF DESTINATION:** Services provided hereunder are designed to meet the distinct needs of Lessee and shall consist of a series of shipments. At all times the determination of the destination for all **HAZARDOUS WASTE** shall be exclusively by the Lessee, and in no event shall Lessor be deemed to be an entity making any determination of the delivery location of any **HAZARDOUS WASTE**.
10. **DESIGNATED FACILITY:** The disposal facility(ies) to which shipments under this Agreement are to be transported are hereinafter referred to as **DESIGNATED FACILITY(IES)**. Lessee warrants that the **DESIGNATED FACILITY(IES)** selected to receive a particular type of waste is(are) legally permitted to accept such waste. Lessee shall

indemnify Lessor for any "Transporter Liability" pursuant to Sections 107(a) and 107(b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto and for any similar liability pursuant to state or local laws which hold a transporter or an arranger of transportation of **HAZARDOUS WASTE** liable for any release of waste from any of the **DESIGNATED FACILITY(IES)** pursuant to this Agreement.

11. **NONCONFORMING WASTE:** If **HAZARDOUS WASTE** transported under this Agreement is delivered to destination and Lessee or Lessee's **DESIGNATED FACILITY** subsequently determines that such **HAZARDOUS WASTE** does not conform to the description of the **HAZARDOUS WASTE** on the applicable manifest or similar document accompanying such shipment, or refuse(s) to accept delivery of the **WASTE** for any reason, such **HAZARDOUS WASTE** shall be considered to be **NON CONFORMING WASTE**. Lessee shall be required to furnish a revised manifest within twenty-four (24) hours, excluding Saturdays, Sundays and legal holidays. If by that time, Lessee has not instructed Lessor as to the destination and description of the **NON CONFORMING WASTE**, Lessor shall be authorized to return the **NONCONFORMING WASTE** to origin or to an alternate destination (at the same rate that was charged for the inbound movement). Any such return movements of **NONCONFORMING WASTE** shall be deemed to be made at the sole discretion of the Lessee. Lessee shall be solely responsible for paying for any demurrage, detention, hold, storage or additional transportation charges related to the handling of the **NONCONFORMING WASTE** including, but not limited to, any costs incurred by Lessor subsequent to the determination that the **WASTE** is nonconforming. Unless specifically agreed to in writing between Lessor and Lessee, Lessee is further responsible for the preparations of any further shipping papers required by federal or state regulations. In the event that any governmental agency or court prohibits the delivering carrier from delivering the **NONCONFORMING WASTE** to an alternate destination or returning such **NONCONFORMING WASTE** to origin, the Lessee shall be responsible for all costs incurred by Lessor due to such prohibition of delivery. Lessee shall indemnify and hold Lessor harmless for any claims made against Lessor by private parties or governmental agencies by virtue of prohibition of delivery.
12. **LOADING AND UNLOADING:** (a) Unless otherwise provided herein or by attached Rider, Lessee shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading **HAZARDOUS WASTE** into or out of equipment pursuant to this Agreement. Lessee shall comply with the loading rules of the Association of American Railroads (ARR) and applicable federal and state loading rules, or other loading rules as modified to meet the needs of Lessee, subject to applicable federal and state requirements regarding the handling of **HAZARDOUS WASTE**. Lessee shall also be responsible for inspecting and cleaning all equipment after unloading. (b) Lessee shall further be responsible for insuring that the load limits of any equipment used for transporting **HAZARDOUS WASTE** under this Agreement are not exceeded. If it is discovered that equipment has been overloaded, Lessor may request the rail carrier to set out such equipment at a location convenient to rail carrier, and Lessor shall notify Lessee by telephone, confirmed in writing, of the location of the overloaded equipment. **LESSEE SHALL BE RESPONSIBLE FOR REMOVING EXCESS**

**WEIGHT FROM OVERLOADED CARS.** LESSEE shall be responsible for performing and bearing all costs for movement of the overloaded rail car and removal of excess weight as required by railroad. Lessor will cause the affected equipment to be moved to destination in such manner and time as is practicable after Lessor is notified by Lessee that excess weight has been removed.

- 13. **HAZARDOUS WASTE DISCHARGE:** (a) In the event of an incident during transportation under this Agreement involving "HAZARDOUS WASTE DISCHARGE" (as those terms are defined by CERCLA, any regulations promulgated pursuant thereto, and section 311 of the Clean Water Act), all parties shall take immediate action as is required under 40 CFR Parts 264 and 265, subpart D (Sections 264.56 and 265.56), and any other applicable federal or state laws, rules or regulations, including the notification of the proper federal and state authorities. (b) Regardless of where a HAZARDOUS WASTE DISCHARGE occurs, both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard. Provided, however, that nothing contained in this paragraph shall alter Lessee's responsibilities and obligations nor Lessee's responsibilities and obligations under this Agreement. (c) In any incident where the expenses of cleanup are the obligation of Lessee under the terms of this Agreement, Lessor, only upon request of Lessee and to extent authorized by law and regulation, shall arrange transport for waste being disposed of by Lessee as a result of the cleanup.

LESSEE: AMERISTEEL, INC.

LESSOR: RAIL LOGISTICS L.C.

By Mark J. O'Donnell

By Cher M. Hooshi

Title TRANS DIR.

Title CFO

Date 9/30/03

Date September 11, 2002

**RAIL LOGISTICS, L.C., MASTER CAR LEASING AGREEMENT  
AND SERVICE CONTRACT #02-1154  
RIDER #06**

This Rider shall become a part of Master Car Leasing Agreement and Service Contract #02-1154 between RAIL LOGISTICS, L.C., Lessor, and AMERISTEEL, 5100 W. Lemon St., Suite 312, Tampa, FL 33609, "Lessee."

The railcars described herein shall be leased to Lessee subject to the terms and conditions in the Master Lease during the term and for the rental shown below:

NUMBER OF CARS COVERED BY RIDER: 2

TERM OF RIDER: 2 years. Lease begins date of actual placement at Lessee's delivery point, or, five days from arrival to Lessee's delivery point. Lease ends date of actual placement at Lessor's delivery point.

SERVICE: Electric Arc Furnace Dust STCC 48-756-48

CAR DESCRIPTION: 3560 Cu. Ft. Covered Hopper

<u>Car Number</u>	<u>Capacity</u>	<u>Rental Rate</u>
RRLX 5995	3560 cu ft.	\$425 per month
RRLX 5999	"	"

1. Into and out of service empty mileage will be for the account of Lessee. All other mileage subject to equalization. High Mileage Charge will be \$.04 per mile over 30,000 miles per car per calendar year or portion thereof.
2. Except as expressly modified hereby, all terms and conditions of the Master Lease #02-1154 shall remain in full force and effect.
3. Lessee and Lessor agree that no mileage earnings will be distributed to Lessee.
4. Lessee has advised Lessor that the commodities described as "Electric Arc Furnace Dust" is to be placed in the railcars. Lessee has provided Lessor with a chemical analysis from a certified lab and/or waste profile sheets or an MSDS.
5. The car(s) listed above must be returned cleaned (refer to paragraph 15 of the **RAIL LOGISTICS, L.C., MASTER RAILCAR LEASING AGREEMENT, CONTRACT #02-1154**, and free of all and residue.
6. It is understood and agreed that Lessee's obligation to pay rental under each Rider with respect to each of said cars will be deemed to have terminated on the expiration date of the Rider or on the day after car are available to Lessor Clean and Empty.

Lease #02-1154 Rider #6  
September 11, 2002

7. **HAZARDOUS WASTE DEFINED: HAZARDOUS WASTE** shall mean: (1) All waste defined or characterized as **HAZARDOUS WASTE** under the **RESOURCE CONSERVATION and RECOVERY ACT (RCRA)** 42 U.S.C. Section 6901 et seq., or the **COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION and LIABILITY ACT (CERCLA)**, 42 U.S.C. Section 9601 et seq., as each may be amended from time to time, and regulations promulgated thereunder; (2) All polychlorinated biphenyl (PCB) or PCB contaminated waste; and (3) All waste defined or characterized as hazardous, chemical, industrial or special waste by either the principal agency of any state of the United States having jurisdiction over hazardous waste transported under this Agreement or the principal agency of any foreign jurisdiction with respect to hazardous waste generated from outside the United States and transported under this Agreement. **PROVIDED, HOWEVER, that the term HAZARDOUS WASTE:** (i) Is intended to mean and include those substances which are not normally expected to be disposed of by employing generally accepted sanitary landfill disposal methods; (ii) Shall exclude radioactive wastes; and (iii) Shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over **HAZARDOUS WASTE** transported under the Agreement.
8. **DOCUMENTATION OF HAZARDOUS WASTES:** (a) **HAZARDOUS WASTE** transported under this Agreement shall be as described in the attached Rider(s). Such **HAZARDOUS WASTE** shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such **HAZARDOUS WASTE** shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations. In particular, but without limiting the generality of the foregoing, the following federal hazardous waste manifest record-keeping and reporting requirements shall apply: (i) 40 CFR part 262, Subparts B and D, to be the obligation of the Lessee; (ii) 40 CFR Part 264 subpart E or Part 265 subpart E, as the case may be, to be the obligation of the Lessee; (iii) 49 CFR Section 172.205 as it applies to the obligations of Lessee; (iv) 49 CFR Part 174, as it applies to the obligations of Lessee; (v) 40 CFR Part 761 Subparts C and J, [regarding polychlorinated biphenyls]. In addition to manifests and other documentation, Lessee shall, upon Lessor's request, provide Lessor with accurate and descriptive chemical and physical data on the character of the **HAZARDOUS WASTE** to be transported prior to actual shipment.
9. **DETERMINATION OF DESTINATION:** Services provided hereunder are designed to meet the distinct needs of Lessee and shall consist of a series of shipments. At all times the determination of the destination for all **HAZARDOUS WASTE** shall be exclusively by the Lessee, and in no event shall Lessor be deemed to be an entity making any determination of the delivery location of any **HAZARDOUS WASTE**.
10. **DESIGNATED FACILITY:** The disposal facility(ies) to which shipments under this Agreement are to be transported are hereinafter referred to as **DESIGNATED FACILITY(IES)**. Lessee warrants that the **DESIGNATED FACILITY(IES)** selected to receive a particular type of waste is(are) legally permitted to accept such waste. Lessee shall

Lease #02-1154 Rider #6  
September 11, 2002

indemnify Lessor for any "Transporter Liability" pursuant to Sections 107(a) and 107(b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto and for any similar liability pursuant to state or local laws which hold a transporter or an arranger of transportation of **HAZARDOUS WASTE** liable for any release of waste from any of the **DESIGNATED FACILITY(IES)** pursuant to this Agreement.

11. **NONCONFORMING WASTE:** If **HAZARDOUS WASTE** transported under this Agreement is delivered to destination and Lessee or Lessee's **DESIGNATED FACILITY** subsequently determines that such **HAZARDOUS WASTE** does not conform to the description of the **HAZARDOUS WASTE** on the applicable manifest or similar document accompanying such shipment, or refuse(s) to accept delivery of the **WASTE** for any reason, such **HAZARDOUS WASTE** shall be considered to be **NON CONFORMING WASTE**. Lessee shall be required to furnish a revised manifest within twenty-four (24) hours, excluding Saturdays, Sundays and legal holidays. If by that time, Lessee has not instructed Lessor as to the destination and description of the **NON CONFORMING WASTE**, Lessor shall be authorized to return the **NONCONFORMING WASTE** to origin or to an alternate destination (at the same rate that was charged for the inbound movement). Any such return movements of **NONCONFORMING WASTE** shall be deemed to be made at the sole discretion of the Lessee. Lessee shall be solely responsible for paying for any demurrage, detention, hold, storage or additional transportation charges related to the handling of the **NONCONFORMING WASTE** including, but not limited to, any costs incurred by Lessor subsequent to the determination that the **WASTE** is nonconforming. Unless specifically agreed to in writing between Lessor and Lessee, Lessee is further responsible for the preparations of any further shipping papers required by federal or state regulations. In the event that any governmental agency or court prohibits the delivering carrier from delivering the **NONCONFORMING WASTE** to an alternate destination or returning such **NONCONFORMING WASTE** to origin, the Lessee shall be responsible for all costs incurred by Lessor due to such prohibition of delivery. Lessee shall indemnify and hold Lessor harmless for any claims made against Lessor by private parties or governmental agencies by virtue of prohibition of delivery.
12. **LOADING AND UNLOADING:** (a) Unless otherwise provided herein or by attached Rider, Lessee shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading **HAZARDOUS WASTE** into or out of equipment pursuant to this Agreement. Lessee shall comply with the loading rules of the Association of American Railroads (ARR) and applicable federal and state loading rules, or other loading rules as modified to meet the needs of Lessee, subject to applicable federal and state requirements regarding the handling of **HAZARDOUS WASTE**. Lessee shall also be responsible for inspecting and cleaning all equipment after unloading. (b) Lessee shall further be responsible for insuring that the load limits of any equipment used for transporting **HAZARDOUS WASTE** under this Agreement are not exceeded. If it is discovered that equipment has been overloaded, Lessor may request the rail carrier to set out such equipment at a location convenient to rail carrier, and Lessor shall notify Lessee by telephone, confirmed in writing, of the location of the overloaded equipment. **LESSEE SHALL BE RESPONSIBLE FOR REMOVING EXCESS**

**WEIGHT FROM OVERLOADED CARS.** LESSEE shall be responsible for performing and bearing all costs for movement of the overloaded rail car and removal of excess weight as required by railroad. Lessor will cause the affected equipment to be moved to destination in such manner and time as is practicable after Lessor is notified by Lessee that excess weight has been removed.

- 13. **HAZARDOUS WASTE DISCHARGE:** (a) In the event of an incident during transportation under this Agreement involving "HAZARDOUS WASTE DISCHARGE" (as those terms are defined by CERCLA, any regulations promulgated pursuant thereto, and section 311 of the Clean Water Act), all parties shall take immediate action as is required under 40 CFR Parts 264 and 265, subpart D (Sections 264.56 and 265.56), and any other applicable federal or state laws, rules or regulations, including the notification of the proper federal and state authorities. (b) Regardless of where a HAZARDOUS WASTE DISCHARGE occurs, both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard. Provided, however, that nothing contained in this paragraph shall alter Lessee's responsibilities and obligations nor Lessee's responsibilities and obligations under this Agreement. (c) In any incident where the expenses of cleanup are the obligation of Lessee under the terms of this Agreement, Lessor, only upon request of Lessee and to extent authorized by law and regulation, shall arrange transport for waste being disposed of by Lessee as a result of the cleanup.

LESSEE: AMERISTEEL, INC.

LESSOR: RAIL LOGISTICS L.C.

By Mark J. O'Donnell

By Chai M. Hoashi

Title TRANS DIR.

Title CFO

Date 9/24/02

Date September 11, 2002

**RAIL LOGISTICS, L.C., MASTER CAR LEASING AGREEMENT  
AND SERVICE CONTRACT #02-1154  
RIDER #07**

This Rider shall become a part of Master Car Leasing Agreement and Service Contract #02-1154 between RAIL LOGISTICS, L.C., Lessor, and AMERISTEEL, 5100 W. Lemon St., Suite 312, Tampa, FL 33609, "Lessee."

The railcars described herein shall be leased to Lessee subject to the terms and conditions in the Master Lease during the term and for the rental shown below:

NUMBER OF CARS COVERED BY RIDER: 14

TERM OF RIDER: 2 years. Lease begins date of actual placement at Lessee's delivery point, or, five days from arrival to Lessee's delivery point. Lease ends date of actual placement at Lessor's delivery point.

SERVICE: Electric Arc Furnace Dust STCC 48-756-48

CAR DESCRIPTION: 4600 Cu. Ft. Covered Hopper

Existing Car Number	Replacement Car Number	Capacity	Rental Rate
SRAX 46000	RRLX 5969	4600 cu ft.	\$425 per month
SRAX 46001	RRLX 5971	"	"
SRAX 46002	RRLX 5972	"	"
SRAX 46003	RRLX 5973	"	"
SRAX 46004	RRLX 5975	"	"
SRAX 46005	RRLX 5978	"	"
SRAX 46006	RRLX 5979	"	"
AEX 155 (As they are scrapped)	RRLX 5987	"	"
AEX 156	RRLX 5989	"	"
AEX 159	RRLX 5990	"	"
AEX 161	RRLX 5992	"	"
AEX 163	RRLX 5993	"	"
AEX 164	RRLX 5994	"	"
AEX 167	RRLX 5996	"	"

1. Into and out of service empty mileage will be for the account of Lessee. All other mileage subject to equalization. High Mileage Charge will be \$.04 per mile over 30,000 miles per car per calendar year or portion thereof.
2. Except as expressly modified hereby, all terms and conditions of the Master Lease #02-1154 shall remain in full force and effect.
3. Lessee and Lessor agree that no mileage earnings will be distributed to Lessee.

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4. Lessee has advised Lessor that the commodities described as "Electric Arc Furnace Dust" is to be placed in the railcars. Lessee has provided Lessor with a chemical analysis from a certified lab and/or waste profile sheets or an MSDS.
5. The car(s) listed above must be returned cleaned (refer to paragraph 15 of the RAIL LOGISTICS, L.C., MASTER RAILCAR LEASING AGREEMENT, CONTRACT #02-1154, and free of all and residue.
6. **HAZARDOUS WASTE DEFINED:** HAZARDOUS WASTE shall mean: (1) All waste defined or characterized as HAZARDOUS WASTE under the RESOURCE CONSERVATION and RECOVERY ACT (RCRA) 42 U.S.C. Section 6901 et seq., or the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION and LIABILITY ACT (CERCLA), 42 U.S.C. Section 9601 et seq., as each may be amended from time to time, and regulations promulgated thereunder; (2) All polychlorinated biphenyl (PCB) or PCB contaminated waste; and (3) All waste defined or characterized as hazardous, chemical, industrial or special waste by either the principal agency of any state of the United States having jurisdiction over hazardous waste transported under this Agreement or the principal agency of any foreign jurisdiction with respect to hazardous waste generated from outside the United States and transported under this Agreement. PROVIDED, HOWEVER, that the term HAZARDOUS WASTE: (i) Is intended to mean and include those substances which are not normally expected to be disposed of by employing generally accepted sanitary landfill disposal methods; (ii) Shall exclude radioactive wastes; and (iii) Shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over HAZARDOUS WASTE transported under the Agreement.
7. **DOCUMENTATION OF HAZARDOUS WASTES:** (a) HAZARDOUS WASTE transported under this Agreement shall be as described in the attached Rider(s). Such HAZARDOUS WASTE shall be accompanied by all required shipping documents and shall be properly marked, labeled and placarded as required by applicable federal, state and local laws and regulations. Such HAZARDOUS WASTE shall also be accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations. In particular, but without limiting the generality of the foregoing, the following federal hazardous waste manifest record-keeping and reporting requirements shall apply: (i) 40 CFR part 262, Subparts B and D, to be the obligation of the Lessee; (ii) 40 CFR Part 264 subpart E or Part 265 subpart E, as the case may be, to be the obligation of the Lessee; (iii) 49 CFR Section 172.205 as it applies to the obligations of Lessee; (iv) 49 CFR Part 174, as it applies to the obligations of Lessee; (v) 40 CFR Part 761 Subparts C and J, [regarding polychlorinated biphenyls]. In addition to manifests and other documentation, Lessee shall, upon Lessor's request, provide Lessor with accurate and descriptive chemical and physical data on the character of the HAZARDOUS WASTE to be transported prior to actual shipment.
8. **DETERMINATION OF DESTINATION:** Services provided hereunder are designed to meet the distinct needs of Lessee and shall consist of a series of shipments. At all times the determination of the destination for all HAZARDOUS WASTE shall be exclusively by the Lessee, and in no event shall Lessor be deemed to be an entity making any determination of the delivery location of any HAZARDOUS WASTE.
9. **DESIGNATED FACILITY:** The disposal facility(ies) to which shipments under this Agreement are to be transported are hereinafter referred to as DESIGNATED FACILITY(IES). Lessee warrants that the DESIGNATED FACILITY(IES) selected to receive a particular type of waste is(are) legally permitted to accept such waste. Lessee shall indemnify Lessor for any "Transporter Liability" pursuant to Sections 107(a) and 107(b) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 and any amendments thereto and for any similar liability pursuant to state or local laws which hold a transporter or an arranger of transportation of HAZARDOUS WASTE liable for any release of waste from any of the DESIGNATED FACILITY(IES) pursuant to this Agreement.
10. **NONCONFORMING WASTE:** If HAZARDOUS WASTE transported under this Agreement is delivered to destination and Lessee or Lessee's DESIGNATED FACILITY subsequently determines that such HAZARDOUS WASTE does not conform to the description of the HAZARDOUS WASTE on the applicable manifest or similar document accompanying such shipment, or refuse(s) to accept delivery of the WASTE for

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any reason, such **HAZARDOUS WASTE** shall be considered to be **NON CONFORMING WASTE**. Lessee shall be required to furnish a revised manifest within twenty-four (24) hours, excluding Saturdays, Sundays and legal holidays. If by that time, Lessee has not instructed Lessor as to the destination and description of the **NON CONFORMING WASTE**, Lessor shall be authorized to return the **NONCONFORMING WASTE** to origin or to an alternate destination (at the same rate that was charged for the inbound movement). Any such return movements of **NONCONFORMING WASTE** shall be deemed to be made at the sole discretion of the Lessee. Lessee shall be solely responsible for paying for any demurrage, detention, hold, storage or additional transportation charges related to the handling of the **NONCONFORMING WASTE** including, but not limited to, any costs incurred by Lessor subsequent to the determination that the **WASTE** is nonconforming. Unless specifically agreed to in writing between Lessor and Lessee, Lessee is further responsible for the preparations of any further shipping papers required by federal or state regulations. In the event that any governmental agency or court prohibits the delivering carrier from delivering the **NONCONFORMING WASTE** to an alternate destination or returning such **NONCONFORMING WASTE** to origin, the Lessee shall be responsible for all costs incurred by Lessor due to such prohibition of delivery. Lessee shall indemnify and hold Lessor harmless for any claims made against Lessor by private parties or governmental agencies by virtue of prohibition of delivery.

11. **LOADING AND UNLOADING:** (a) Unless otherwise provided herein or by attached Rider, Lessee shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading **HAZARDOUS WASTE** into or out of equipment pursuant to this Agreement. Lessee shall comply with the loading rules of the Association of American Railroads (ARR) and applicable federal and state loading rules, or other loading rules as modified to meet the needs of Lessee, subject to applicable federal and state requirements regarding the handling of **HAZARDOUS WASTE**. Lessee shall also be responsible for inspecting and cleaning all equipment after unloading. (b) Lessee shall further be responsible for insuring that the load limits of any equipment used for transporting **HAZARDOUS WASTE** under this Agreement are not exceeded. If it is discovered that equipment has been overloaded, Lessor may request the rail carrier to set out such equipment at a location convenient to rail carrier, and Lessor shall notify Lessee by telephone, confirmed in writing, of the location of the overloaded equipment. **LESSEE SHALL BE RESPONSIBLE FOR REMOVING EXCESS WEIGHT FROM OVERLOADED CARS.** LESSEE shall be responsible for performing and bearing all costs for movement of the overloaded rail car and removal of excess weight as required by railroad. Lessor will cause the affected equipment to be moved to destination in such manner and time as is practicable after Lessor is notified by Lessee that excess weight has been removed.
12. **HAZARDOUS WASTE DISCHARGE:** (a) In the event of an incident during transportation under this Agreement involving "**HAZARDOUS WASTE DISCHARGE**" (as those terms are defined by CERCLA, any regulations promulgated pursuant thereto, and section 311 of the Clean Water Act), all parties shall take immediate action as is required under 40 CFR Parts 264 and 265, subpart D (Sections 264.56 and 265.56), and any other applicable federal or state laws, rules or regulations, including the notification of the proper federal and state authorities. (b) Regardless of where a **HAZARDOUS WASTE DISCHARGE** occurs, both parties shall cooperate fully to the extent reasonably necessary to expeditiously and prudently abate or eliminate any hazard. Provided, however, that nothing contained in this paragraph shall alter Lessee's responsibilities and obligations nor Lessee's responsibilities and obligations under this Agreement. (c) In any incident where the expenses of cleanup are the obligation of Lessee under the terms of this Agreement, Lessor, only upon request of Lessee and to extent authorized by law and regulation, shall arrange transport for waste being disposed of by Lessee as a result of the cleanup.

LESSEE: AMERISTEEL, INC.

By Mark J. O'Sullivan  
Title TRANSPORTATION DIRECTOR  
Date 4/1/03

LESSOR: RAIL LOGISTICS L.C.

By Chi Mankush  
Title CFO  
Date March 24, 2003

**SCHEDULE 1  
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE**

**EQUIPMENT**

22 covered hopper railcars bearing the following marks and numbers:

<u>Current Marks</u>	<u>New Marks (to the extent changed)</u>	<u>Car Numbers</u>
RRLX		4203
RRLX		4208
RRLX		4217
RRLX		4233
RRLX		4239
RRLX		4240
RRLX		5995
RRLX		5999
PLMX	RRLX	005969
PLMX	RRLX	005971
PLMX	RRLX	005972
PLMX	RRLX	005973
PLMX	RRLX	005975
PLMX	RRLX	005978
PLMX	RRLX	005979
PLMX	RRLX	005987
PLMX	RRLX	005989
PLMX	RRLX	005990
PLMX	RRLX	005992
PLMX	RRLX	005993
PLMX	RRLX	005994
PLMX	RRLX	005996