

RECORDATION NO. 24411-A FILED

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SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

April 15, 2003

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Car Leasing Agreement and Rider No. 2 thereto, dated June 7, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Note and Security Agreement which is being filed with the Board under Recordation Number 24411.

The name and address of the party to the enclosed document are:

Lessor: Watco Companies, Inc.
7305 Old Kings Rd. North
Jacksonville, FL 32219

Lessee: Tarmac America LLC
11000 NW 121 Way
Medley, FL 33178

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

attached hereto
15 railcars within the series RTEX-~~1345~~ 1345-

Mr. Vernon A. Williams
April 15, 2003
Page Two

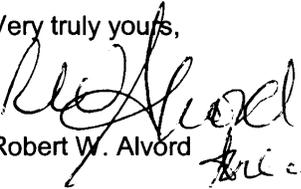
A short summary of the document to appear in the index follows:

Car Leasing Agreement and Rider No. 2 thereto

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 stamped copies of the enclosed document to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 24411-A FILED

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12-29 PM

SURFACE TRANSPORTATION BOARD

WATCO COMPANIES, INC
CAR LEASING AGREEMENT

COPY

This Agreement dated this 7th day of June 2002, by and between Watco Companies, Inc., a Kansas Corporation (hereinafter called "Lessor"), and Tarmac America LLC, a Delaware limited liability company, (hereinafter called "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 rider(s) attached hereto and such additional riders as may be added hereto from time to time by 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 rental rate, term of use, car numbers, and other pertinent information that may be desired by both parties. All cars leased pursuant to such rider(s), or otherwise delivered to and accepted by Lessee, are subject to the terms of this 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. Lessee agrees to use the cars exclusively in its own service, except as hereinafter provided, and none of the cars shall be shipped beyond the boundaries of the United States or Canada except with the prior written consent of Lessor. Lessee agrees that if any of the 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 delivery thereof and until such car is returned to and accepted by Lessor. Such rental charges shall be paid to Lessor at its principal office, 315 West 3rd - Pittsburg, KS 66762, in advance on the first day of each month, prorating, however, any period, which is less than a full month.
4. Each of the cars shall be subject to Lessee's inspection upon delivery to Lessee. Failure to report any defect in the car within a reasonable time after delivery of the car or the loading of each such car by Lessee or at its direction shall constitute acceptance thereof by Lessee, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.
5. Lessor agrees to keep records pertaining to the movement of the cars, and Lessee agrees to promptly furnish Lessor with complete reports of the car movements, including dates received, loaded and shipped, commodity, destination, and full junction routing.
6. Lessee agrees to reimburse Lessor for any payment Lessor or its agent(s) may be required to make to any railroad, due to mileage equalization where applicable, resulting from excess empty mileage incurred by the cars on such railroad. For the purpose of this paragraph the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein.

In addition, if Lessor or its agent(s) is required to make any payments to a railroad resulting from the empty movement of any of the cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

7. 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, which shall not unreasonably be withheld or delayed, except that running repairs (as specified in the Association of American Railroads Rules for Interchange) may be performed without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the basis, in effect at the time the repair is made, provided by the Association of American Railroads. If any car becomes unfit for service and shall be held in a car shop for repairs and shall remain therein for a period in excess of five days, the monthly rental with respect to such car shall abate upon arrival at a shop and 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.

8. In the event any car is totally damaged or destroyed, the rental with respect to such car shall terminate upon receipt by Lessor of notification thereof, 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 receipt by Lessor of notification that such car was bad ordered. Lessor will use its best efforts to replace any such car with another car of the same type and capacity within 90 days, but in no event will it be obligated to do so. The rental in respect to such substituted car shall commence upon the delivery of such substituted car to Lessee.

9. In the event that any of the cars, or the fittings, appliances or appurtenances thereto, shall be damaged, ordinary wear and tear excepted, or destroyed either as a result of the acts of any of Lessee's employees, agents or customers or from any commodity or other material loaded therein or thereon, Lessee agrees to assume financial responsibility for such damage or destruction.

10. Lessor shall not be liable for any loss of 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. Lessee, at its own expense, shall either replace or reimburse Lessor for the cost of replacing any appliance or removable part, if destroyed, damaged, 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.

12. The application, maintenance and removal of interior protective lining in any of the cars is to be performed by and at the expense of Lessee unless otherwise specifically provided for in the applicable rider.

13. 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 is attributable to the negligence or omission 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.

14. No lettering or marking of any kind shall be placed upon any of the cars by Lessee except with the prior written consent of Lessor.

15. Lessee agrees not to load any of the cars in excess of the load limit stenciled thereon.

16. Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the cars as well as 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.

17. 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 for single trips 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.

18. If Lessee shall fail to perform any of its obligations hereunder, Lessor at its election 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. 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 the earnings thereof, Lessee agrees to pay from time to time 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.

19. Upon termination of each rider, Lessee agrees, subject to the provisions of paragraph 8 above, to return the cars to Lessor at the final unloading point or at such other place or places as are mutually agreed to, in the same or as good condition as received, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, and

free from all accumulations or deposits from commodities transported in or on the cars while in the service of Lessee. If any car is not returned to Lessor free from such accumulations or deposits, Lessee shall reimburse Lessor for any expense incurred in cleaning such car.

20. Lessor agrees to assume responsibility for and to pay all property taxes levied upon the cars and to file all property tax reports relating thereto. Lessee agrees to assume responsibility for and to pay any applicable state sales, use or similar taxes resulting from the lease or use of the cars.

21. It is understood that some of the cars furnished Lessee under this Agreement and Lessor's rights under this Agreement may, at the time of delivery to Lessee or at some future time during the term of this Agreement, be subject to the terms of a mortgage, deed of trust, equipment trust, pledge or assignment or similar security arrangement. Lessee agrees that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgage, trustee, pledgee, assignee or security holder and that this Agreement, and Lessee's rights hereunder, are and shall at all times be subject and subordinated to any and all rights of any mortgage, trustee, pledge or security holder. As to the cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings under Section 20C of the Interstate Commerce Act; however, until notified to the contrary by any person reasonably proving to Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, Lessee is to pay all rentals to the order of Lessor. Lessee hereby consents to and accepts such assignment. Lessee agrees that no claim or defense, which Lessee may have against Lessor, shall be asserted or enforced against any assignee of this Agreement; provided, however, that nothing herein shall affect Lessee's rights against Lessor hereunder. Notwithstanding the forgoing, rent shall abate for any period of time that a given car (or suitable replacement) is not available for Lessee's use, due to repossession proceedings against Lessor, and Lessee may cancel this Lease as it relates to such car if the car or a suitable replacement is not made available within 90 days after Lessee gives Lessor notice, in writing, of such interruption in service.

22. 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 hereto, until the completion of the leasing arrangement shown on attached rider(s) of the last car or cars hereunder, and all such cars are returned to Lessor.

23. Notwithstanding the provision of paragraph 19, it is understood and agreed that Lessee shall, at the termination of each rider, release the cars at a point or points in Florida designated by Lessor.

24. 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 Lessor add, modify or in any manner adjust the cars subject to this Agreement in order to qualify them for operation in railroad interchange, pursuant to laws, rules, regulations, or the like that become effective and enforceable after the commencement of this

Agreement. Lessee agrees to pay any additional monthly charge of \$2.50 per car for each \$100.00 expended by Lessor on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event Lessor in its sole discretion determines prior to making any Modification 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 Modification, the rental with respect to such car shall terminate upon the date specified in writing by Lessor, provided that such date must be prior to the date the Modification is so required to be made.

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

Watco Companies, Inc. – Leasing Services

ATTEST:

Shirley Hall

Tony Bybee
Tony Bybee, Manager

Tarmac America, LLC

ATTEST:

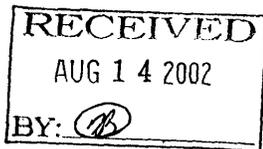
Ernie

Lawrence H. Whit Sr.
Name: Lawrence H. Whit Sr.
Title: Vice Pres. Dent & CFO

*Finda
Aural*

*I certify that this
is a true copy of the
original document*

*Katrine Jackson, 3/25/02
Notary*



Katrine Jackson
Commission # CC 870301
Expires Sep. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

RIDER NO. 2

TO MASTER AGREEMENT BETWEEN
WATCO COMPANIES, INC. and TARMAC AMERICA LLC DATED JUNE 7, 2002

It is hereby agreed that effective September 16, 2002, this Rider shall become a part of the Lease agreement between WATCO COMPANIES, INC. and TARMAC AMERICA LLC, dated June 7, 2002, and the cars described herein shall be placed in service subject to the terms set forth below:

CAR INITIALS AND NUMBERS	EXHIBIT A ATTACHED HERETO
DESCRIPTION OF CARS	5250 cubic foot, 263,000 lb. Gross Rail Load RBL Boxcars Built in 1973 by Fruit Growers Express, equipped with Evans Dual Airpak Bulkheads and 25,000 lb. capacity wood floors
NUMBER OF CARS	Fifteen (15)
PERMITTED LADING USE	Palletized Cement Blocks and other suitable products
MONTHLY RENT	\$425.00 per car per month full service as provided in Paragraphs 4 & 7 of the Lease, payable monthly in advance on the first day of the month. Except, however, Lessee shall be responsible for all door, bulkhead, and floor repairs, provided such items are delivered without defects and in good order and repair at the commencement of this lease.
MINIMUM LEASE TERM	Five (5) years
ANTICIPATED DELIVERY	Five (5) cars November 2002 Five (5) cars November 2002 Five (5) cars December 2002

WATCO COMPANIES, INC.
LESSOR

TARMAC AMERICA LLC
LESSEE

By 
Tony Bybee
Manager, Leasing Services

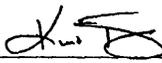
By 
Printed Kurt Trump
Title General Manager - Florida Block Division

Exhibit A
05103-00701

OLD	CAR NO.	NEW	CAR NO.	ADDITIONAL CHANGES & NOTES
CSXT	19000	HCGX	1315	
CSXT	190001	HCGX	1316	
CSXT	190002	HCGX	1317	
CSXT	190005	HCGX	1320	
CSXT	190007	HCGX	1321	
CSXT	190008	HCGX	1322	RTEX 1322
CSXT	190009	HCGX	1323	
CSXT	190012	HCGX	1325	
CSXT	190014	HCGX	1327	RTEX 1327
CSXT	190016	HCGX	1328	RTEX 1328
CSXT	190018	HCGX	1329	
CSXT	190019	HCGX	1330	RTEX 1330
CSXT	190020	HCGX	1331	
CSXT	190022	HCGX	1333	
CSXT	190025	HCGX	1336	
CSXT	190026	HCGX	1337	
CSXT	190027	HCGX	1338	RTEX 1338
CSXT	190028	HCGX	1339	
CSXT	190029	HCGX	1340	
CSXT	190044	HCGX	1341	
CSXT	190049	HCGX	1345	
MRS	2052	HCGX	1346	
MRS	2107	HCGX	1347	
MRS	2108	MSIX	9502	RTEX 9502
MRS	2131	MSIX	9503	RTEX 9503
MRS	2200	MSIX	9504	RTEX 9504
MRS	2206	MSIX	9505	RTEX 9505
MRS	2209	MSIX	9507	RTEX 9507
MRS	2242	MSIX	9509	RTEX 9509
MRS	2048	MSIX	9512	RTEX 9512
MRS	2049	MSIX	9513	RTEX 9513
MRS	2056	MSIX	9515	RTEX 9515
MRS	2110	MSIX	9519	RTEX 9519