CALLISTER NEBEKER & MCCULLOUGH
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
GATEWAY TOWER EAST SUITE 900
10 EAST SOUTH TEMPLE
SALT LAKE CITY, UTAH 84133
TELEPHONE 801-530-7300
FAX 801-364-9127

Bradley E. Morris

TO CONTACT WRITER DIRECTLY
(801) 530-7346
E-MAIL ADDRESS
bemorris@cnmlaw.com

RECORDATION NO. 25461 FILED

FEB 18 '05 2-20 PM

SURFACE TRANSPORTATION BOARD

February 9, 2005

Surface Transportation Board, Secretary
1925 K Street, N.W.
Room 800, Recordations
Washington D.C. 20423-0001

VIA FEDERAL EXPRESS

Re: Filing of Assignment, Pledge and Security Agreement

Dear Secretary:

I am enclosing two originals of a document entitled "Assignment, Pledge and Security Agreement" to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. This document is a primary document assigning an interest in a Railroad Car Lease dated as of September 23, 2004 by and between Southern Rail Leasing, Inc., as Lessor, and Lafarge North America, Inc., a Maryland corporation, as Lessor, and amended from time to time, including 1st Amendment to Schedule Number 1 dated as of December 1, 2004, granting a security interest in the leased railcars. This pertains to forty gondola cars bearing the marks and numbers indicated below:

OLD NUMBER	NEW NUMBER
MSDR 51004	SLRX 2301
MSDR 51011	SLRX 2302
MSDR 51035	SLRX 2303
MSDR 51046	SLRX 2304
MSDR 51098	SLRX 2305
MSDR 51099	SLRX 2306
MSDR 51128	SLRX 2307
MSDR 51134	SLRX 2308
MSDR 51198	SLRX 2309
MSDR 51204	SLRX 2310
MSDR 51213	SLRX 2311

MSDR	51223	SLRX	2401
MSDR	51254	SLRX 2313	
MSDR	51257	SLRX 2314	
MSDR	51277	SLRX 2315	
MSDR	51283	SLRX 2316	
MSDR	51311	SLRX	2402
MSDR	51333	SLRX 2318	
MSDR	51337	SLRX 2319	
MSDR	51390	SLRX 2320	
MSDR	51401	SLRX 2321	
MSDR	51408	SLRX 2322	
MSDR	51426	SLRX 2323	
MSDR	51441	SLRX 2324	
MSDR	51442	SLRX 2325	
MSDR	51462	SLRX 2326	
MSDR	51481	SLRX 2327	
MSDR	51482	SLRX	2403
MSDR	51485	SLRX 2329	
MSDR	51511	SLRX 2330	
MSDR	51524	SLRX 2331	
MSDR	51550	SLRX	2404
MSDR	51570	SLRX	2405
MSDR	51579	SLRX 2334	
MSDR	51592	SLRX 2335	
NYC	586099	SLRX	2406
MSDR	51500	SLRX	2407
MSDR	51501	SLRX	2408
MSDR	51504	SLRX	2409
MSDR	51505	SLRX	2410

This Assignment is made pursuant to a Loan Agreement between SRL Partners #3, a Nevada general partnership, Borrower, and Zions First National Bank, as Lender. The Assignment is assigning all rights in the Lease to Zions First National Bank. The parties involved are as follows:

SRL Partners #3 (as Debtor)
Zions First National Bank (as Secured Party)
Lafarge North America, Inc. (the Lessee)

The railroad's address is:

1200 C Scottsville Rd. #200
Rochester, NY 14624

I am enclosing a check in the amount of $30.00 to cover your filing fee. Once the document has been returned, please return the original to my attention: Bradley E. Morris, Esq., Callister Nebeker & McCullough, 900 Gateway Tower East, 10 East South Temple, Salt Lake City, Utah 84133. If you desire any further information, please feel free to give me a call.

Very truly yours,

CALLISTER NEBEKER & McCULLOUGH

Bradley E. Morris

BEM:jr
Enclosures
427130.1

RECORDATION NO. 25461 FILED
FEB 18 '05 2-20 PM
SURFACE TRANSPORTATION BOARD
FEB 11 2005 RECEIVED

ASSIGNMENT, PLEDGE AND SECURITY AGREEMENT

This Assignment, Pledge and Security Agreement (the "Agreement") is made between SRL Partners #3, a Nevada general partnership, (the "Debtor"), and Zions First National Bank, a national association (the "Secured Party").

This Agreement is made pursuant to a Loan Agreement (the "Loan Agreement") between the Debtor, as Borrower, and the Secured Party, as Lender, dated the same date as this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Assignment, Pledge and Grant of Security Interest. Debtor hereby assigns to Secured Party, for purposes of security, pledges and grants to Secured Party a security interest in the following collateral (collectively, the "Collateral"):

a. Lease. All rights, titles, and interests of Debtor in, to and under the following lease, all amendments, modifications, and replacements thereof, and all proceeds therefrom, including without limitation the right to collect all amounts owing under the lease and including all insurance proceeds and casualty payments (the "Lease"):

Schedule Number 1 to Railroad Car Lease between Southern Rail Leasing, Inc., a Nevada corporation, as Lessor, and Lafarge North America, Inc., a Maryland corporation, both dated as of September 23, 2004, including 1st Amendment to Schedule Number 1 dated as of December 1, 2004 (the "Lease") (Lessor's interest in which has been assigned to Debtor), pertaining to 40 Gondola Cars, bearing the marks and numbers indicated on Exhibit A attached hereto and incorporated herein, a true and correct copy of which is attached hereto as Exhibit B and incorporated herein.

b. Railcars. All railcars subject to the Lease, now existing, including without limitation all improvements, equipment, machinery, accessories, spare and repair parts and tools, fittings, additions, attachments, accessions, substitutions and replacements of any of the foregoing, wherever located, and all related right, title and interest of Debtor, now owned or hereafter acquired or created, and all proceeds and products of the foregoing (including without limitation insurance proceeds and casualty payments, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein), and all documents covering any of the foregoing (collectively the "Railcars"); and

c. General Intangibles. All general intangibles (as defined in the Uniform Commercial Code) of the Debtor, now existing or later arising, and relating, directly or

indirectly, to the Lease and/or the Railcars, including without limitation general intangibles, choses in action, proceeds, contracts, distributions, dividends, refunds, security deposits, judgments, insurance claims, any right to payment of any nature, intellectual property rights (patents, copyrights, trademarks, trade names, etc.) or licenses, any other rights or assets of Debtor, or any of them, customarily or for accounting purposes classified as general intangibles, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof (collectively the "General Intangibles").

d. Other Collateral. All personal property in which Secured Party has been granted, or will in the future be granted, a security interest to secure any other obligation of Debtor to Secured Party.

The Debtor and the Secured Party acknowledge their mutual intentions that the assignment, pledge and security interests contemplated herein are given as a contemporaneous exchange for new value to the Debtor, regardless of when advances to the Debtor are actually made or when the Collateral is acquired.

2. Obligations and Debts Secured. The assignment, pledge and security interest granted by this Agreement shall secure all of the Debtor's present and future debts, obligations, and liabilities of whatever nature to the Secured Party, including, without limitation: (i) a term loan to the Debtor in the original principal amount of $1,172,000.00, evidenced by a Promissory Note dated the same date as this Agreement; (b) all renewals, extensions, modifications and replacements of the foregoing (including any which increase the original principal amount); (c) all of the other obligations and debts described in or contemplated by the Loan Agreement; (d) advances of the same kind and quality or relating to this transaction; (e) transactions in which the documents evidencing the indebtedness refer to this grant of security interest as providing security therefor; and (f) all overdrafts on any account of the Debtor maintained with the Secured Party, now existing or hereafter arising.

The Debtor and the Secured Party expressly acknowledge their mutual intent that the assignment, pledge and security interest created by this Agreement secure any and all present and future debts, obligations, and liabilities of the Debtor to the Secured Party without any limitation whatsoever.

3. Location of Collateral. The Debtor represents and warrants that:

a. The Debtor's place of business is located at:

955 South Virginia Street
Reno, Nevada 89502

b. Records concerning the Collateral are also located at:

SRL Partners #3, Inc.
970 Los Vallecitos Blvd., Suite 224
San Marcos, California 92069

c. The Lease and all other records concerning the Collateral are kept at the locations specified in subparagraphs 3.a and 3.b and no others.

d. The Railcars will be located in accordance with the terms and conditions of the Lease.

e. The Debtor agrees that it will not change any of the above locations or create any new locations for such matters without giving the Secured Party at least thirty (30) days prior written notice thereof.

4. Representations and Warranties Concerning Collateral. The Debtor represents and warrants that:

a. The Debtor is the sole owner of the Collateral.

b. The Collateral is not subject to any assignment, pledge, security interest, lien or other encumbrance of any nature whatsoever except for current taxes and assessments which are not delinquent, the assignment, pledge and security interest created by this Agreement, and those disclosed in writing to and approved in writing by the Secured Party.

c. The Lease has been executed and delivered and is a legal, valid, and binding agreement, enforceable in accordance with its terms. The Lease is in full force and effect, and no default or event which, with the passage of time or the giving of notice or both, would constitute a default, has occurred.

d. The Lease is a bona fide obligation of the Lessee identified therein for the amounts specified in the Lease.

e. To the best knowledge of the Debtor, there are no defenses or setoffs to payment of the Lease which can be asserted by way of defense or counterclaim against the Debtor or the Secured Party.

f. To the best knowledge of the Debtor, the Lease will be timely paid in full by the Lessee. The Debtor has no knowledge of any fact or circumstance which would materially impair the ability of any Lessee or guarantor on the Lease to timely perform the obligations thereunder.

g. The Railcars have been leased under the Lease in compliance with all applicable laws, ordinances, rules, and regulations.

h. There have been no extensions, modifications, or other agreements relating to the Lease except as disclosed in writing to the Secured Party.

5. Covenants Concerning Collateral. The Debtor covenants that:

a. The Debtor will keep the Collateral free and clear of any and all assignments, pledges, security interests, liens or other encumbrances, except those for current taxes and assessments which are not delinquent, those arising from this Agreement, and those disclosed in writing to and approved in writing by Secured Party.

b. The Debtor shall promptly execute and deliver any documents, including without limitation memoranda of the Lease, UCC Financing Statements. etc., reasonably requested by the Secured Party for perfection or enforcement of this Agreement and the assignment, pledge and security interests created hereby, to execute and deliver any applications for certificate of title, certificates of title, and to give good faith, diligent cooperation to the Secured Party and to perform such other acts reasonably requested by the Secured Party for perfection and enforcement of such assignment, pledge and security interests.

c. The Debtor will at all times comply with and timely and properly perform all obligations and duties under the Lease.

d. The Debtor will not terminate, modify or amend the Lease without the prior written consent of the Secured Party.

e. The Debtor will promptly notify the Secured Party, in writing, of any default or event which, with the passage of time or the giving of notice or both, would constitute a default under the Lease.

f. The Debtor shall submit to the Secured Party reports as to the Lease at such times and in such form as the Secured Party may reasonably request. The Debtor will at all times keep accurate and complete records of the Lease. The Secured Party or its representatives may, at any time and from time to time, enter any premises where the records pertaining to the Collateral are located and inspect, audit, check, copy and otherwise review the same.

g. All payments and proceeds from the Collateral shall be paid directly to the Secured Party and deposited into the account (the "Account") designated by and maintained at the Secured Party, Account Number 002-21598-6, which Account shall be under the sole and exclusive control of the Secured Party. All or any portion of the funds on deposit in the Account may, in the sole discretion of the Secured Party, be applied from time to time as the Secured Party elects to payment of obligations secured by this Agreement, or the Secured Party may elect to turn over to the Debtor, from time to time, all or any portion of such funds.

h. The Secured Party is authorized by the Debtor, without further act, to notify the Lessee and any guarantors under the Lease to make payment thereon directly to the Secured Party, to take possession of all payments and proceeds from the Collateral, and to take any action which the Debtor might or could take to collect such payments and proceeds, including the right to make any compromise, discharge, or extension. The Secured Party may exercise such collection rights at any time, whether or not the Debtor is in default under this Agreement. The Debtor further agrees to execute and deliver to the Secured Party all notices and similar documents requested by the Secured Party to facilitate collection of such payments and proceeds.

i. All costs of collection of payments and proceeds from the Collateral, including attorneys fees and legal expenses, shall be borne solely by the Debtor, whether such costs are incurred by or for the Debtor or the Secured Party. In the event the Secured Party elects to undertake such collection efforts, the Debtor agrees to deliver to the Secured Party, if so requested, all books, records, and documents in the Debtor's possession or under its control as may relate to the Collateral or as may be helpful to facilitate such collection. The Secured Party shall have no obligation to cause an attorneys demand letter to be sent, to file any lawsuit, or to take any other legal action in collection of the such payments and proceeds. It is agreed that collection of such payments and proceeds in a commercially reasonable manner does not require that any such legal action be taken.

j. The Debtor does hereby make, constitute, and appoint the Secured Party and its designees as the Debtor's true and lawful attorney in fact, with full power of substitution, such power to be exercised in the following manner: (1) the Secured Party may receive and open all mail addressed to the Debtor and remove therefrom any cash, notes, checks, acceptances, drafts, money orders or other instruments in payment of the Lease or other proceeds of the Collateral; (2) the Secured Party may cause mail relating to the Collateral to be delivered to a designated address of the Secured Party where the Secured Party may open all such mail and remove therefrom any cash, notes, checks, acceptances, drafts, money orders, or other instruments in payment of the Lease or other proceeds of the Collateral; (3) the Secured Party may endorse the Debtor's name upon such notes, checks, acceptances, drafts, money orders, or other forms of payment; (4) the Secured Party may settle or adjust disputes or claims in respect to the Collateral for amounts and upon such terms as the Secured Party, in its sole discretion and in good faith, deems to be advisable, in such case crediting the Debtor with only the payments and proceeds received and collected by the Secured Party after deduction of the Secured Party's costs, including reasonable attorneys fees and legal expenses; and (5) the Secured Party may do any and all other things necessary or proper to carry out the intent of this Agreement and to perfect and protect the interests and rights of the Secured Party created under this Agreement.

k. Consistent with the Lease, the Debtor shall cause the Railcars to be kept in good repair and be responsible for any loss or damage to the Railcars. The Debtor shall not sell, misuse, conceal, or in any way dispose of the Railcars or permit the Railcars to be used unlawfully or for hire or contrary to the provisions of the Lease or any insurance

coverage. Risk of loss of the Railcars shall be on the Debtor at all times unless the Secured Party takes possession of the Railcars. The Secured Party or its representatives may, at any time and from time to time, enter any premises where the Collateral is located and inspect, audit and check the Collateral.

l. Except as otherwise provided in the Lease, the Debtor shall pay when due all taxes, license fees, levies, assessments, impositions and other charges on the Railcars.

m. The Debtor shall insure or cause the Lessee to insure the Railcars as provided in the Lease, and shall cause such insurance policies to name the Secured Party as an additional insured and loss payee. Such insurance policies shall provide that the Secured Party receive at least thirty (30) days prior written notice of any material changes in coverage or cancellation. Proceeds from such insurance shall be payable to the Secured Party as its interest may appear. Upon request, policies or certificates attesting to such coverage shall be delivered to the Secured Party. Insurance proceeds may be applied by the Secured Party toward payment of any obligation secured by this Agreement, whether or not due, in such order of application as the Secured Party may elect.

6. Right to Perform for the Debtor. The Secured Party may, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, levies, assessments, impositions and other charges or other encumbrances upon the Collateral, perform any duty or obligation of the Debtor, pay filing, recording, insurance and other charges payable by the Debtor, or provide insurance as provided herein if the Debtor fails to do so, unless the Debtor, in good faith, contests the validity or amount of such taxes, tax liens, security interests, levies, assessments, impositions and other charges or other encumbrances, and provides the Secured Party with adequate additional collateral, acceptable to the Secured Party, to protect the Secured Party against such taxes, tax liens, security interests, levies, assessments, impositions and other charges or other encumbrances. Any such payments advanced by the Secured Party shall be repaid by the Debtor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the default rate provided in the promissory notes secured by this Agreement.

7. Default. Time is of the essence of this Agreement. The occurrence of any of the following events shall constitute a default under this Agreement:

a. Any representation or warranty made by or on behalf of the Debtor in this Agreement is materially false or materially misleading when made;

b. Any default in the payment or performance of any obligation, debt, covenant, agreement or liability created by or contemplated by this Agreement or secured by this Agreement, if such default is not cured within fifteen (15) days after the Secured Party give written notice of such default to the Debtor; or

c. An Event of Default (as defined in the Loan Agreement) occurs.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

8. Remedies. Upon the occurrence of any default under this Agreement, the Secured Party shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Agreement:

a. The Secured Party shall have all the rights and remedies available under the Uniform Commercial Code;

b. The Secured Party shall have the right to enter upon any premises where the Collateral or records pertaining thereto may be and take possession of the Collateral and records relating thereto;

c. Upon request of the Secured Party, the Debtor, at the expense of the Debtor, shall assemble the Collateral and records relating thereto at a place designated by the Secured Party and tender the Collateral and records to the Secured Party;

d. The Secured Party may elect to assume all of the Debtor's rights, titles and interests under the Lease; however, this Agreement shall not create or impose any obligation or liability on the Secured Party to perform any duty or obligation or pay any liability of the Debtor under the Lease unless the Secured Party elects to exercise its remedy of assuming all of the Debtor's rights, titles and interests under the Lease or purchases the such rights, titles and interests upon foreclosure pursuant to this Agreement.

e. The Secured Party may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the reasonable costs and out-of-pocket expenses incurred by the Secured Party, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Collateral, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Collateral, and (g) costs for preservation and protection of the Collateral, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Agreement.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which the Secured Party might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as the Secured Party may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

In the event of breach or default under the terms of this Agreement, the Debtor agrees to pay, on a non-recourse basis and in accordance with the Loan Agreement, all reasonable

attorneys fees and legal expenses incurred by or on behalf of the Secured Party in enforcement of this Agreement, in exercising any remedy arising from such breach or default, or otherwise related to such breach or default. The Debtor additionally agrees to pay, on a non-recourse basis and in accordance with the Loan Agreement, all reasonable costs and out-of-pocket expenses, including, without limitation, (1) reasonable attorneys fees and legal expenses, (2) transportation and storage costs, (3) advertising of sale of the Collateral, (4) sale commissions, (5) sales tax, (6) costs for improving or repairing the Collateral, and (7) costs for preservation and protection of the Collateral, incurred by the Secured Party in obtaining possession of Collateral, storage and preparation for sale, sale or other disposition, and otherwise incurred in foreclosing upon the Collateral. Any and all such costs and out-of-pocket expenses shall be payable upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the default rate provided in the promissory notes secured by this Agreement.

Regardless of any breach or default, the Debtor agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by the Secured Party in any bankruptcy proceedings of any type involving he Debtor, the Collateral or this Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

9. Notices. All notices or demands by any party hereto shall be in writing and may be sent by regular mail. Notices shall be deemed received when deposited in a United States post office box, postage prepaid, properly addressed to the Debtor or the Secured Party at the mailing addresses stated in the Loan Agreement or to such other addresses as the Debtor or the Secured Party may from time to time specify in writing. Any notice otherwise delivered shall be deemed to be given when actually received by the addressee.

10. Indemnification. The Debtor agrees to indemnify the Secured Party for any and all claims and liabilities, and for damages which may be awarded against the Secured Party and for all reasonable attorneys fees, legal expenses, and other out-of-pocket expenses incurred in defending such claims, arising from or related in any manner to the negotiation, execution, or performance of this Agreement, excluding any claims and liabilities based upon breach or default by the Secured Party under this Agreement or upon the negligence or misconduct of the Secured Party. The Secured Party shall have sole and complete control of the defense of any such claims, and is hereby given the authority to settle or otherwise compromise any such claims as the Secured Party in good faith determines shall be in its best interests.

11. General. This Agreement is made for the sole and exclusive benefit of the Debtor and the Secured Party, and is not intended to benefit any third party. No such third party may claim any right or benefit or seek to enforce any term or provision of this Agreement.

In recognition of the Secured Party's right to have all its attorneys fees and expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, the Secured Party shall not be required to release, reconvey, or terminate any assignment or pledge of or security interest in the Collateral unless and until the Debtor has executed and delivered to the Secured Party general releases in form and substance satisfactory to the Secured Party.

The Secured Party and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to the Debtor for consequential damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Agreement or the Collateral.

If the incurring of any debt by the Debtor or the payment of any money or transfer of property to the Secured Party by or on behalf of the Debtor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal, state or foreign law, and the Secured Party is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of the Secured Party's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of the Secured Party related thereto, the liability for such debt, payment or transfer shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All references in this Agreement to the singular shall be deemed to include the plural if the context so requires and visa versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

All agreements, representations, warranties and covenants made by the Debtor shall survive the execution and delivery of this Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to the Secured Party contemplated by this Agreement is outstanding and unpaid, notwithstanding any termination of this Agreement. All agreements, representations, warranties and covenants in this Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

This Agreement, together with the Loan Agreement and other documents and agreements identified in or contemplated by the Loan Agreement, constitute the entire agreement between the Debtor and the Secured Party as to the subject matter hereof and may not be altered or amended except by written agreement signed by the Debtor and the Secured Party. All other prior and contemporaneous understandings between the parties hereto as to the subject matter hereof are rescinded.

Dated as of ~~January~~ February 7, 2005.

Debtor:

SRL PARTNERS #3
a Nevada general partnership

By: Southern Rail Leasing, Inc.
Managing Partner

By: _____
Philip W. Hoffman
Its: Vice President

Secured Party:

ZIONS FIRST NATIONAL BANK
a national association

By: _____
Nathan Paddock
Its: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

The foregoing Assignment Pledge and Security Agreement was acknowledged before me this 24th day of Jan., 2005, by Philip W. Hoffman, Vice President of Southern Rail Leasing, Inc.

NOTARY PUBLIC

SHERRY BRASTED
Commission # 1467794
Notary Public - California
San Diego County
My Comm. Expires Feb 3, 2008

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

NOTARY PUBLIC
MARIANA L. MAYO
One South Main Suite 1450
Salt Lake City, Utah 84111
My Commission Expires
November 16, 2006
STATE OF UTAH

The foregoing Assignment, Pledge and Security Agreement was acknowledged before me this 7th day of February, 2005, by Nathan Paddock, Vice President of Zions First National Bank, a national association.

NOTARY PUBLIC

Exhibit "A"

40 Gondola Cars
Marks and Numbers

OLD NUMBER		NEW NUMBER	
MSDR	51004	SLRX	2301
MSDR	51011	SLRX	2302
MSDR	51035	SLRX	2303
MSDR	51046	SLRX	2304
MSDR	51098	SLRX	2305
MSDR	51099	SLRX	2306
MSDR	51128	SLRX	2307
MSDR	51134	SLRX	2308
MSDR	51198	SLRX	2309
MSDR	51204	SLRX	2310
MSDR	51213	SLRX	2311
MSDR	51223	SLRX	2401
MSDR	51254	SLRX	2313
MSDR	51257	SLRX	2314
MSDR	51277	SLRX	2315
MSDR	51283	SLRX	2316
MSDR	51311	SLRX	2402
MSDR	51333	SLRX	2318
MSDR	51337	SLRX	2319
MSDR	51390	SLRX	2320
MSDR	51401	SLRX	2321
MSDR	51408	SLRX	2322
MSDR	51426	SLRX	2323
MSDR	51441	SLRX	2324
MSDR	51442	SLRX	2325
MSDR	51462	SLRX	2326
MSDR	51481	SLRX	2327
MSDR	51482	SLRX	2403
MSDR	51485	SLRX	2329
MSDR	51511	SLRX	2330
MSDR	51524	SLRX	2331
MSDR	51550	SLRX	2404
MSDR	51570	SLRX	2405
MSDR	51579	SLRX	2334
MSDR	51592	SLRX	2335
NYC	586099	SLRX	2406
MSDR	51500	SLRX	2407
MSDR	51501	SLRX	2408
MSDR	51504	SLRX	2409
MSDR	51505	SLRX	2410

Exhibit "B"

Lease Agreement by and between Southern Rail Leasing, Inc.
and Lafarge North America, Inc. (Lessor's interest in which has been assigned to Debtor)

RAILROAD CAR LEASE

This Lease Agreement ("Agreement") is dated for reference purposes only as of September 23, 2004 by and between Southern Rail Leasing, Inc., a Nevada Corporation, ("Lessor") and Lafarge North America Inc. a Maryland Corporation ("Lessee"). The date of the Agreement shall be the date that the last party to sign has executed the document.

1. Scope of Agreement:

A. Agreement to Lease: Lessor and Lessee agree to lease the railroad cars described in the schedule attached hereto as Schedule 1 (The "Cars"). Lessee and Lessor may amend this Agreement by adding additional schedules from time to time by agreeing thereto in writing ("Schedule(s)") This Agreement shall include this document together with all signed Schedules.

B. Schedules Control: The terms of any Schedule shall control as to Cars on such schedule, over any inconsistent terms elsewhere in this Agreement.

2. Term and Delivery:

This Agreement shall remain in full force until terminated as to all Cars on all Schedules. The lease term with respect to any Car shall commence on the date as set forth on the Schedule; and it shall expire on the Expiration Date defined on the applicable Schedule.

3. Specifications, Transportation Expenses, Replacement and Subscription:

A. Specifications: Car specifications and marks shall be as set forth on the applicable Schedule.

B. Transportation Expenses: Lessee shall be liable for all expenses and charges for transportation or movement of any Car leased to Lessee while such Car is subject to the Lease.

C. Replacement: Lessor may, at its expense (including the unloading and reloading any materials contained therein), replace any or all Cars with equipment of similar specification and quality upon not less than ten (10) days prior written notice. Unless otherwise agreed by the parties, all replacement Cars shall be delivered at Lessor's cost to the location of the Car prior to replacement.

D. Subscription: Lessee shall for the term of this Agreement subscribe to the Association of American Railroads ("AAR") Car Service and Car Hire Agreements, provided such Agreements are furnished to Lessee by Lessor prior to the execution of this Lease.

4. Acceptance:

In conjunction with the delivery of each Car, Lessee shall provide Lessor

a certificate (the "Certificate") setting forth the delivery and acceptance of each Car. If, however, Lessee fails to deliver such Certificate, then after the Delivery Date of the Final Car on any Schedule, Lessor may, at its option, provide Lessee a Certificate setting forth the Delivery Date of each Car and the Expiration Date. Each date on each Certificate delivered by Lessor shall be deemed accurate, final and binding unless Lessee disputes such date in writing within 14 calendar days of receipt by Lessee of such Certificate. Each car shall be deemed thereby accepted.

5. Movement to Lessee's Delivery Location:

Each Car shall be moved to Lessee's designated delivery point as agreed by Lessee at the earliest time that is consistent with the convenience and economy of the parties. Such movement shall be at the Lessee's expense.

6. Maintenance:

A. Definition of Maintenance: "Maintenance" means all repairs, maintenance, replacement of parts and mandated modifications as are needed to keep any Car in good working order and repair, suitable for loading and interchange and in accordance with the Interchange Rules, the Federal Railroad Administration ("FRA") rules and the rules of any other applicable regulatory body.

B. Definition of Interchange Rules: "Interchange Rule" means collectively the Field Manual of the AAR Interchange Rules and the Office Manual of the AAR Interchange Rules. Reference herein to the Interchange Rules provides performance standards and criteria for the condition of the Cars and their maintenance and repair. However, as between Lessor and Lessee, this Agreement, not the Interchange Rules, governs who is responsible for performing and paying for the maintenance and repairs.

C. Maintenance by Lessee: Subject to the terms of an applicable Railcar Management Services Agreement that may be in effect between Lessee and Lessor, Lessee at its expense shall cause Maintenance to be performed in a timely manner. Lessor shall have title to any non-severable replacement parts or additions applied to any Car.

7. Record Keeping

The party ("Record Keeper") designated on the applicable Schedule shall prepare and file and is hereby authorized to and shall receive and maintain all records and perform all necessary and customary record keeping functions ("Record Keeping") relating to the use of the Cars. This shall include but not be limited to (i) registration of the Cars in the Official Railway Equipment Register and "UMLER" placing ownership marks as provided in the UMLER ownership field; (ii) collection and receipt of revenue, if any; and (iii) compilation of records pertaining to maintenance, repair and billing in accordance with the Interchange Rules and MR format. All Record Keeping shall be performed separately with respect to each set of reporting marks and shall be maintained in a form suitable for reasonable inspection by the other party from time to time during regular business hours.

8. Insurance:

A. Lessee's Insurance Obligation: Lessee shall at its expense carry and maintain on the Cars while under Lessee's custody or control (i) all risk physical loss and damage insurance and (ii) public liability insurance. Liability insurance limits shall be five million dollars ($5,000000), or such other limit as set forth on the applicable schedule, and shall be written by Insurance Carriers rated at least "A" by A. M. Best and Company. The policies shall name Lessor and any financing party designated in writing by Lessor as additional insureds and as loss payees and shall provide that they shall receive 30 days prior written notification of any material changes in coverage or cancellation. Lessee's policies shall be primary to any other insurance carried by or for the additional insureds. Any and all deductible amounts in Lessee's policies shall be paid by Lessee in the event of loss caused by Lessee.

B. Certificates of Insurance: Lessee shall furnish to Lessor certificates of insurance from Lessee's insurer or broker confirming the above insurance upon execution hereof, within 30 days of a written request from the Lessor and then on each successive renewal date during the term hereof.

9. Taxes:

Unless otherwise designated on an applicable Schedule during the term of this Agreement as to each Car, Lessee shall pay all federal, state and local property taxes assessed against or levied upon the Cars and shall promptly reimburse Lessor for any such taxes paid by Lessor. Lessee may contest such taxes in appropriate proceedings and Lessor shall cooperate therein. Lessee shall forward to Lessor, upon receipt, copies of all correspondence, notifications and bills with respect to such property taxes. Upon Lessor's reasonable notification, Lessee will provide Lessor with a draft of Lessee's property tax return before it is flied. Lessee shall be liable for all other taxes or governmental impositions with respect to the Cars. Without limitation such other taxes shall be deemed to include sales and use taxes.

10. Rent:

Lessee shall pay Lessor rent as set forth in each applicable Schedule. Lessee's obligations under this Lease and any applicable Schedule, including its obligation to pay rent for any Car, are unconditional and irrevocable under any and all circumstances whatsoever, except in the event that Lessee's right of quiet enjoyment and possession of the Cars is materially interrupted or prevented. Unless the applicable Schedule otherwise provides, all rental payments are due on the first of each month. Any payment of rent not received within five days of the time limit described in Section 13 A (i) of this lease shall be subject to a late fee of 5% of the amount owed.

11. Casualty Cars:

A. Casualty While Not In Lessee's Possession: If any Car is destroyed or damaged beyond repair while not in the possession, custody, or control of Lessee or Lessee's agent or shipper and such destruction or damage of a Car has been reported in conformance with the Interchange Rules, such Car will be removed form the rental calculations effective the last day of the month during which such damage or destruction occurred. Lessor shall be entitled to all Casualty Proceeds (as hereinafter defined) from the Car.

B. Casualty While In Lessee's Possession: If any Car, while in the possession, custody or control of Lessee or Lessee's agent or shipper, is destroyed or damaged to the extent that such damage exceeds the Depreciated Value ("DV") as provided in the Interchange Rules for such Car, Lessee shall promptly notify Lessor in writing of such damage or destruction and shall remit to Lessor in accordance with the Interchange Rules an amount equal to the Casualty Proceeds (as hereinafter defined) of such Car within the earlier of (i) 30 days of such receipt of an invoice from Lessor or (ii) 90 days of the damage or destruction date. Such Car shall remain subject to the terms of this Agreement, including the rental terms, until the date on which Lessor receives all amounts due to it hereunder. Upon payment by Lessee in accordance with this provision, Lessor will transfer to Lessee all its right, title and interest to such damaged or destroyed Car.

C. Substitution of Car: Lessor may, at its expense, and with Lessee's agreement, replace any such destroyed Car with similar equipment upon prior written notice to Lessee.

D. Casualty Proceeds: With respect to a destroyed Car, Casualty Proceeds shall mean the higher of the DV, the net present value of the remaining rents due with respect to such car using Lessor's cost of money, or such other amount as shall have been agreed to by the parties on the applicable Schedule with respect to a destroyed Car.

12. Possession and Use:

A. Use: This Agreement and Lessee's rights are subject and subordinate to the rights and remedies of any lender, owner or other party which finances the Cars. Financing agreements between such parties and Lessor determine whether the Cars may be used in Canada or Mexico. Consequently, no use greater than temporary or incidental maybe made of the Cars in Canada and no use may be made in Mexico without Lessor's prior written consent. The Cars may only be used in unit train service (other than incidentally) if an applicable Schedule provides for unit train service.

B. Compliance: Lessee agrees that while Cars are in Lessee's possession, custody or control, the Cars shall be used in compliance with all applicable laws, regulations and AAR rules.

C. Marks to Show Ownership or Security Interests: Lessee shall mark

Cars with its reporting marks at its expense unless otherwise noted on the Schedule. Lessor may mark cars to indicate rights of Lessor or of any financing party. Lessee shall not change any reporting mark or remove or change any of Lessor's lettering without written consent of Lessor.

D. Lessee Liens: Lessee shall not directly or indirectly allow to exist encumbrances of any kind or with regard to any Cars or this Agreement arising by, through or under it except those created for the benefit of Lessor or any financing party.

E. Quiet Enjoyment: Lessor agrees that, so long as no event of default has occurred or is continuing, Lessor shall not take or cause to be taken any action inconsistent with the Lessee's rights under this Lease or otherwise through its own actions interfere with or interrupt the quiet enjoyment of the use, operation and possession of any Car by Lessee or any permitted assignee, transferee or Sublessee.

13. Default:

A. Events of Default: The occurrence of any of the following events shall be an Event of Default:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee within 15 days after the date such payment is due;

(ii) The breach by either party of any other material term or condition of this Agreement which is not cured within 30 days after notice, in writing, of such breach;

(iii) The making by Lessee of a general assignment for the benefit of creditors, or the failure to pay or the making of a statement that it is unable to pay, or that it is unable-to pay its debts generally as they become due.

(iv) In the event that Lessee becomes the debtor in a bankruptcy proceeding (including Chapter 11), the failure of Lessee to assume this Agreement within 90 days of the commencement of the case.

(v) Any action, event or existence of any condition the effect of which would be to materially impair either party's ability to perform its obligations under this Agreement.

(vi) The breach by Lessor of Lessee's right of quiet enjoyment and possession of the Cars.

B. Lessor Remedies: Upon the occurrence of any Event of Default, and after notice and reasonable opportunity to cure, the non-defaulting party at its option may exercise any or all of the following rights and remedies and any additional rights and remedies permitted by law (none of which shall be exclusive) and shall be entitled to recover all its costs and expenses, including attorney fees, in enforcing its rights and remedies:

(i) Terminate this Agreement and recover damages; and/ or

(ii) Proceed by any lawful means to enforce performance by the defaulting party of this Agreement and/or to recover damages for any breach thereof; and/or

(iii) By notice in writing to Lessee, terminate Lessee's right to possession and use of some or all of the Cars, whereupon all right and interest of Lessee in such Cars shall terminate; thereupon Lessee shall at its expense promptly return such Cars to Lessor at such place as Lessor shall designate and in the condition required as provided in the Section captioned "Expiration or Other Termination:' or if Lessee does not so promptly return the Cars on demand, Lessor may enter upon any premises where the Cars may be located and take possession of such Cars free from any right of Lessee. Lessee shall pay to Lessor all rental amounts which under the terms of this Agreement may then be due or would have become due for the duration of this Agreement with respect to terminated Cars and any other amounts or damages due hereunder, provided, however, that Lessor shall use its best efforts to mitigate such damages where Lessor has taken possession of the Cars pursuant to this subparagraph (iii) and will credit the amount due from Lessee with such mitigation recoveries.

(iv) In addition to any other remedy described herein, the non-defaulting party shall be entitled to annual interest on any amount then due at a rate equal to the sum of the Federal Reserve Board discount rate determined at the time of the award plus 10%.

14. Expiration or Other Termination:

A. Return of Cars: Upon the expiration or other termination of this Agreement with respect to any Car on any Schedule, Lessee shall return such Car to Lessor at such railroad interchange point as shall be designated by Lessor (the "Return Location"), or if applicable, in accordance with Section 14 B (iii). Lessee shall bear any transportation costs incurred in moving any Car to the Return Location. The Return Location shall be on the same railroad lines as the railroad serving the last loading point of Lessee. If Lessor requests, Lessee shall use its best efforts to load such Car with freight and deliver it to a connecting carrier for shipment.

B. Condition Upon Return: Except for normal wear and tear, each Car shall be returned to Lessor (i) in as good condition, order and repair as when delivered to Lessee; (ii) in interchange condition in accordance with AAR and FRA rules and regulations, interchange condition to include the replacement of missing materials and the correction of wrong repairs and items listed in the Interchange Rules as "cause for renewal" and "cause for attention"; (iii) free of any and all Rule 95 damage; (iv) suitable for loading of the commodities allowed in the applicable Schedule; and (v) broom swept of deposits from commodities transported in or on it while in the service of Lessee. Any item that is damaged or worn beyond what is considered to be normal by the original component manufacturer shall be deemed to have been damaged beyond normal wear and tear and shall be Lessee's responsibility.

C. Storage: Lessee shall, at Lessor's option, provide up to 45

days free storage at its facility for any Car. In the event such space is not available, Lessee shall pay the reasonable cost of storage at a third party storage facility, such cost not to exceed $1.50 per day per Car for a maximum of 45 days.

D. Holdover Rent: Except for Cars stored pursuant to Section 14 (C), until any Car is returned to the Return Location (unless the failure to return is caused by Lessor or is beyond the reasonable control of Lessee), Lessee shall continue to pay rent in daily prorated amounts for such Car pursuant to the applicable Schedule. Upon termination, if Lessor requests in writing the return of any Car and Lessee fails to use best efforts to return such Car, Lessee upon written notice from Lessor shall pay rent on a monthly basis in an amount equal to 125% of the rent set forth in the schedule, in pro-rated amounts, if applicable, and shall in addition make all other payments and keep all obligations required of Lessee under this Agreement as though such expiration or other termination had not occurred. Nothing in this Section shall give Lessee the right to retain possession of any Car after expiration or other termination of this Agreement with respect to such Car.

E. Remarking: Lessor shall bear all reasonable costs associated with remarking each Car at a facility mutually selected by the parties.

F. Return of Records: Lessee shall return to Lessor all Record Keeping records including the then current AAR UMLER format for hard copy records. Lessee shall continue to allow (at no burden or expense to Lessee) the Cars to be registered in UMLER until the Cars are remarked.

G. Inspection: Lessor may inspect any Car which is returned to it, within a reasonable time after such return. Lessee shall be entitled to participate in any such inspection. Lessee agrees to pay Lessor within 30 days of receipt of an invoice for repairs, replacements and cleaning for which Lessee is responsible. Lessor may invoice Lessee before having such work performed.

15. Indemnities:

Each party agrees to defend, indemnify and hold harmless the other from any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys fees) with respect to the Cars or the terms of this Agreement, which are occasioned by the fault of the other, occur while the Cars are in Lessee's possession, custody or control, or would be the Lessee's responsibility as the "handling carrier" under the Interchange Rules and Car Hire Rules if the Cars were not bearing Lessee's reporting marks. The indemnities contained in this Agreement shall survive the expiration or termination of this Agreement.

16. Miscellaneous:

A. No Assignment or Sublease without Lessor Consent: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; PROVIDED HOWEVER. THAT LESSEE MAY NOT WITHOUT THE PRIOR

WRITTEN CONSENT OF THE LESSOR (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD) PLEDGE OR ASSIGN THIS AGREEMENT OR ANY OF ITS RIGHTS OR OBLIGATION HEREUNDER OR SUBLEASE OR ASSIGN ANY CARS TO ANY PARTY. Any purported assignment or sublease in violation hereof shall be void. This Section shall not prohibit Lessee from engaging in the practice commonly known in the railroad industry as assigning cars to a shipper on Lessee's lines.

B. Assignment by Lessor: All rights and obligations of Lessor under this Agreement, and Lessor's interest in the Cars and in the rents, may be assigned, pledged or transferred in whole or in part only as provided herein. On reasonable notice by Lessor, Lessee shall execute any reasonable documents to confirm such assignment, pledge or transfer; but such assignment, pledge or transfer shall be effective in whole or in part without such notice or consent.

C. Additional Documents: Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of any financing agreement entered into by Lessor or its assignees in connection with the acquisition, financing or use of the Cars.

D. No Waiver: No delay, waiver, indulgence or partial exercise by Lessor or Lessee of any right, power or remedy shall preclude any further exercise thereof or the exercise of any additional right, power or remedy.

E. Financial Information: Upon request of Lessor, Lessee shall promptly furnish to Lessor an annual report or audited financial statements of Lessee.

F. No Warranties: Lessor's obligations and warranties with respect to the Cars are expressly limited to those set forth in this Agreement, including all Schedules, and LESSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CAR.

G. Notices: Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy, facsimile or deposited in United States Mail, registered or certified, postage prepaid, addressed to:

Lessor: Southern Rail Leasing
955 South Virginia Street
Reno, Nevada, 89502
(fax) 760 744-6569

with a copy to:

Southern Rail Leasing, Attention: Marketing
4401 Shallowford Road, Suite 162-219
Roswell, GA. 30075
(fax) 866.209.0597

Lessee: Lafarge Gypsum
Attention: Transportation Manager
12950 Worldgate Drive
Herndon, VA 20170-6001
Fax (703-796-9515)

or to such other addresses as Lessor and Lessee may from time to time designate.

H. Applicable Law: The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Delaware, without regard to Delaware's choice of law doctrine. This Agreement is deemed made upon execution hereof by Lessee and by a representative from Lessor's marketing office followed by posting of Lessee's signed copy to Lessor's office in the State of Nevada for countersignature and countersignature thereof.

I. Survival: The obligations of the parties shall survive the expiration or other termination of this Agreement.

J. Entire Agreement: This Agreement represents the entire agreement and it may not be modified, altered or amended except by agreement in writing signed by the parties.

K. Counterparts: This Agreement and any Schedule hereunder may be executed in any number of counterparts, and such counterparts together shall constitute one contract.

L. Days: All references to days shall mean calendar days and not business days.

M. Section Headings: The captions and section headings are for the convenience and reference of the parties and are not to be construed as a part of the agreement of the parties constituting this Agreement.

Each party, pursuant to due entity authority, has caused this Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Agreement was the free act and deed of the entity, the foregoing is true and correct and that this Agreement was executed on the date indicated.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO
RAILROAD CAR LEASE

Lessor: Southern Rail Leasing, Inc.

BY: _____

Dated: 9/23/04

Lessee: ~~Lafarge~~ North America Inc.

BY: _____

Dated: 10-4-04

Schedule Number 1

This Schedule Number 1 ('Schedule') to that certain Lease Agreement, ('Agreement') dated for reference purposes as of September 23, 2004 between Southern Rail Leasing, Inc. as Lessor, (the "Lessor") and Lafarge North America Inc. ("Lessee"), is made for reference purposes as of this 23rd day of September 2004 between Lessor and Lessee.

Lessee and Lessor agree as follows:

All terms of the Agreement shall have the meanings defined therein when used in this Schedule except that the term "Cars" shall refer only to the equipment described in this schedule.

2. Lessor hereby leases the following Cars to Lessee:

Forty (40) approximately 2,743 cubic foot, 268,000 gross weight on rails ("GWR") mill gondola cars as more particularly described in Exhibit A to this Schedule Number 1. The Cars will carry SRLX private car marks, or such other marks as may be placed by Lessor as set forth in the referenced Exhibit A to this Schedule Number 1.

3. The term of the lease with respect to the Cars described on this Schedule Number 1 shall be deemed to have commenced ("Lease Commencement Date") on the date that the last Car has been delivered to Lessee's first loading point. The initial lease term shall continue as to all of the Cars described in this schedule through the last day of the 66th month following the Lease Commencement date.

4. The rental shall be a fixed amount of $425.00 per month per Car, subject to provisions of the lease relating to holdover. Rent shall be paid on the first of each month, in advance; and rent shall be due with respect each Car from the date the Car is placed at Lessee's first loading point ("Rental Commencement Date"). Any rent attributable to the period between Rental Commencement Date and the first of the month shall be pro-rated and paid with the first payment due with respect to such Car. Should any notice be given under Section 13 A (i) of the Railroad Car lease, then any rental payment then due shall incur liquidated damages equal to 5% of such late rental payment.

5. Lessee shall bear the cost and obligations for management, maintenance and repair with respect to the Cars leased pursuant to this schedule. It is understood that by separate agreement, Lessee and Southern Rail Leasing, Inc. will enter into a Management Services Agreement which will shift certain of these obligations to Southern Rail Leasing, Inc. by the terms thereof. Lessor shall provide SRLX Car marks to identify the Cars.

6. The Cars shall be used as open top uncovered gondola cars; and Lessee intends to use the Cars for hauling bulk gypsum. At the termination of this lease, the cars shall be returned to Lessor empty, broom cleaned from residue, unless the Cars are loaded for return at the request of Lessor as set forth in Paragraph 8, below. At the termination of the Lease, returned Cars shall be in the same good order and condition as the Cars were in when they were delivered by the Lessor to Lessee, normal wear and tear excepted. Lessee shall, on demand, reimburse Lessor the cost of cleaning any Car containing residue in excess of the amount allowed

herein or for damage to any car or appurtenances which have been affected by the commodity loaded therein if such was used inappropriately. The Cars may be used in unit train service.

Notwithstanding any provision in the Lease to the contrary, the Cars may be interchanged to any location in Canada without further consent of Lessor.

7. Lessor at its sole cost and expense shall complete an enhancement program at a railcar repair facility that will increase the side and end heights to a nominal five and one-half feet and shall increase the GWR to at least 268,000 lbs. Lessor shall repair holes, cracks and cuts so that the Car bodies will be reasonably able to carry the intended commodity with minimal commodity loss. As part of the repair program, the running gear and safety appliances will receive preventative maintenance to attempt to reduce car outages for routine maintenance during the term of the Lease. Lessor shall be responsible for the cost of remarking and retagging the Cars. No other mechanical preparation is required. All work will be performed in a good workmanlike manner using proper materials and shall be in accordance with the standards of the industry and AAR Interchange Manual. Lessor to move the Cars at its expense from current storage location to the chosen railcar repair facility. Lessee to move the Cars at its expense from the designated railcar repair facility to its first loading point.

8. Upon termination of this Lease with respect to any Car (or upon expiration of the storage period described in Paragraph 14 C of the Lease, whichever date is later), Lessee shall, at Lessee's expense (and subject to the limitation described below) send such Cars to a location designated by Lessor (the "Termination Location"). Alternatively, Lessor can request that Lessee attempt to provide a final outbound load as specified by Lessor in accordance with the terms of the Lease. If the Termination location is greater than 300 miles from a Car's last unloading point, Lessee shall only be responsible for paying a pro-rated portion of the cost of such transportation for the Car. The pro-rated portion shall be a fraction, the numerator of which is 300 and the denominator of which is the total mileage from the last unloading point to the Termination Location.

9. The Record Keeper designated in Paragraph 7 of the Lease Agreement is Lessee. This obligation has been transferred pursuant to the above described Management Services Agreement.

10. In addition to the obligations described in Section 8 of the Railroad Car Lease, at the Lease Commencement Date Lessee shall provide casualty insurance on each Car in the minimum amounts determined as follows:

Beginning with the delivery date of the first Car and continuing through December 31 of the year following such delivery date, the amount of such casualty insurance shall be $32,000.00 per car (the "Insured Amount'):

Thereafter in each subsequent year, such amount of such casualty insurance may be reduced to 92.5% (rounded to the nearest dollar) of the amount required in the previous year.

By way of example, if the first car is delivered in the year 2004, then Through December 31, 2005, the Insured Amount shall be $32,000.00. The Insured amount may be reduced to 92.5% of the previous amount or $29,600.00 commencing January 1, 2006, then to $27,380.00 commencing January 1, 2007 and so forth.

The foregoing obligation to provide casualty insurance shall have been transferred pursuant to the above described Management Services Agreement.

11. This Schedule may be assigned by a separate document. Lessee will reasonably cooperate with Lessor in consummating such assignment.

12 Except as expressly modified by this Schedule, with respect to these Cars, all terms and conditions of the Agreement shall remain in full force and effect.

Each party, pursuant to due entity authority, has caused this Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Agreement was the free act and deed of the entity, the foregoing is true and correct and that this Agreement was executed on the date indicated.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO SCHEDULE NUMBER 1

LESSOR	LESSEE
Southern Rail Leasing, Inc.	Lafarge North America Inc.
BY: _____	BY: _____
DATE: 9/23/04	DATE: 10-4-04

Exhibit A
LIST OF CARS

The car numbers subject to this Schedule number 1 are as follows:

SRLX 2301 through SRLX 2340 inclusive.

1st Amendment to
Schedule Number 1

This 1st Amendment to Schedule Number 1 ('1st Amendment') amends that certain Lease Agreement, ('Agreement') and Schedule Number 1 ('Schedule') both dated for reference purposes as of September 23, 2004 between Southern Rail Leasing, Inc. as Lessor, (the "Lessor") and Lafarge North America Inc. ("Lessee"). The date of this 1st Amendment for reference purposes is the 1st day of day of December, 2004.

Lessee and Lessor agree as follows:

All terms of the Agreement shall have the meanings defined therein when used in this 1st Amendment and Schedule Number 1 except that the term "Cars" shall refer only to the equipment described in the Amendment and the Schedule.

2. Lessor and Lessee agree that the cubic capacity of the ten Cars noted on Exhibit A to this 1st Amendment shall be increased from approximately 2,743 cubic feet to approximately 2,992 cubic feet. This shall be accomplished by increasing the side and end heights to six feet from five and one half feet. This Paragraph modifies Paragraph 2 of Schedule Number 1

3. Lessor and Lessee agree that they have entered into a further agreement as set forth in Schedule Number 2 of the Lease Agreement. The date of such Schedule Number 2 is set for reference purposes as December 1, 2004. The term of the lease with respect to the Cars described on this 1st Amendment to Schedule Number 1 shall be deemed to have commenced ("Amended Lease Commencement Date") on the date that the last Car described in either Schedule Number 1 or Schedule Number 2 has been delivered to Lessee's first loading point. The initial lease term shall continue as to all of the Cars described in this schedule through the earlier of 1) last day of the 66th month following the Amended Lease Commencement date or 2) September 30, 2010. This Paragraph replaces Paragraph 3 of Schedule Number 1.

4. The rental rate on the thirty Cars described in Exhibit A that have an approximate five and one half foot interior height shall remain at a fixed amount of $425.00 per month per Car. The rental rate on the ten Cars described in Exhibit A that have an approximate six foot interior height shall be the fixed amount of $470.00 per month per Car. Subject to provisions of the Agreement relating to holdover, rent shall be paid on the first of each month, in advance; and rent shall be due with respect each Car from the date the Car is placed at Lessee's first loading point ("Rental Commencement Date"). Any rent attributable to the period between Rental Commencement Date and the first of the month shall be pro-rated and paid with the first payment due with respect to such Car. Should any notice be given under Section 13 A (i) of the Railroad Car lease, then any rental payment then due shall incur liquidated damages equal to 5% of such late rental payment. This Paragraph replaces Paragraph 4 of Schedule Number 1.

5. Except as expressly modified by this 1st Amendment, with respect to the Cars described, all terms and conditions of the Schedule Number 1 and the Agreement shall remain in full force and effect.

Each party, pursuant to due entity authority, has caused this Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Agreement was the free act and deed of the entity, the foregoing is true and correct and that this Agreement was executed on the date indicated.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO SCHEDULE NUMBER 1

LESSOR	LESSEE
Southern Rail Leasing, Inc.	Lafarge North ~~America Inc~~.
BY: _____	BY: _____
DATE: 12-13-04	DATE: 12-9-04

Exhibit A
LIST OF CARS

The car numbers subject to this 1st Amendment to Schedule Number 1 are as follows:

The following ten Cars shall be approximately 2,992 cubic feet and shall have a rental rate of $470.00 per car per month.

SRLX 2401 through 2410, inclusive

The following thirty Cars shall be approximately 2,743 cubic feet and shall have a rental rate of $425.00 per car per month.

SRLX 2301 through 2311, inclusive; SRLX 2313 through 2316, inclusive, SRLX 2318 through 2327, inclusive; SRLX 2329 through 2331, inclusive; SRLX 2334 and SRLX 2335.

The following Car numbers will not be used in this series:

SRLX 2312; SRLX 2317; SRLX 2328; SRLX 2332 through 2333, inclusive and SRLX 2336 through 2340, inclusive.