

HELM-PACIFIC LEASING
JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111
415/398-4510 FAX 415/398-4816

Via USPS Priority Mail

March 30, 2005

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RECORDATION NO. 25537 FILED

APR 05 '05

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SURFACE TRANSPORTATION BOARD

RE: Certification of True Copy of the **FULL MAINTENANCE LEASE AGREEMENT ("Lease")** dated as of February 28, 2005 among **HELM-PACIFIC LEASING**, a Nebraska general partnership ("**Lessor**"), **GUARDIAN LEASING, INC.**, an Illinois corporation ("**Lessee**") and **R & D CONCRETE PRODUCTS, INC.**, an Iowa corporation ("**Guarantor**").

Dear Mr. Williams:

On behalf of Helm-Pacific Leasing I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereby the following document:

Four (4) fully-executed certified original copies of the above-referenced Lease.

In connection with the recording of the Lease, please note the following information:

Name & Address of Lessor: Helm-Pacific Leasing
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

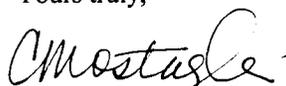
Name & Address of Lessee: Guarding Leasing, Inc.
8002 - 31st Street West
Rock Island, IL 61201

Equipment: Twenty-three (23) open top hopper railcars within the series HPJX 25000-25022 and more fully described in Schedule A to the **FULL MAINTENANCE LEASE AGREEMENT** dated as of February 28, 2005 among **HELM-PACIFIC LEASING**, a Nebraska general partnership ("**Lessor**"), **GUARDIAN LEASING, INC.**, an Illinois corporation ("**Lessee**") and **R & D CONCRETE PRODUCTS, INC.**, an Iowa corporation ("**Guarantor**").

Previous STB Filing: None

Please file the Lease as the primary document and return three (3) endorsed originals to me at the above address. A check covering the filing fee of thirty-two dollars (\$32.00) is enclosed.

Yours truly,


Cecilia Mostaghim
Contract Administrator

Enclosures (4)

FULL MAINTENANCE LEASE AGREEMENT APR 05 '05

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THIS FULL MAINTENANCE LEASE AGREEMENT ("Lease") is dated as of February 28, 2005, by and between HELM-PACIFIC LEASING, a Nebraska general partnership ("Lessor"), Guardian Leasing, Inc., an Illinois corporation ("Lessee") and R & D Concrete Products, Inc., an Iowa corporation ("Guarantor").

1. **Lease.** Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the rail equipment described in Schedule A attached hereto ("Unit(s)").

2. **Delivery, Inspection & Acceptance of Units.** Lessor shall make the Units available to Lessee at the Railway & Industrial repair facility in Joliet, IL ("Acceptance Point") for Lessee's inspection and acceptance or rejection. Each Unit furnished by Lessor to Lessee at the Acceptance Point shall be in compliance with the regulations of the Federal Railroad Administration ("FRA") and the Association of American Railroads ("AAR") rules of interchange then in effect (collectively, "Rules") on the date such Unit is inspected and accepted by Lessee ("Acceptance Date"), and Lessee agrees to accept all Units that comply with the Rules. However, if any Unit inspected by Lessee at the Acceptance Point is not in fact in compliance with the Rules, Lessee may reject any such Unit by notifying Lessor in writing within five (5) business days from the time of such inspection ("Rejection Notice"). Lessor shall have the option to either promptly repair or replace any such rejected Unit at Lessor's expense or to exclude such Unit from this Lease. If Lessee does not deliver a Rejection Notice to Lessor or if Lessee moves a Unit from the Acceptance Point, such Unit will be deemed accepted by Lessee and to be in compliance with the Rules. Lessor shall, at its expense, cause each accepted Unit to be moved from the Acceptance Point and delivered to Lessee at either the Southeast Kansas Railroad ("SEKR") interchange with the Union Pacific Railroad at Coffeyville, KS, or the SEKR interchange with the Burlington Northern and Santa Fe Railway at Columbus, KS (each such interchange the "Delivery Point" as applicable). Lessee shall be responsible for all costs associated with the transport of each accepted Unit from the date such Unit arrives at the Delivery Point ("Delivery Date").

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3. **Term.** The term of this Lease for each accepted Unit shall commence on the Acceptance Date and shall continue through and including February 29, 2008 ("Term"). So long as no Event of Default (as defined in Section 18 herein below) has occurred and is continuing under this Lease, Lessee may extend the Term of this Lease for the Units provided that (i) Lessee has given written notice to Lessor on or before December 1, 2007 of Lessee's desire to extend the Term, (ii) the rental rate for the Units shall be based upon the then fair market rental value for the Units ("Renewal Rate") and (iii) the terms, conditions and Renewal Rate of the extended Term shall be mutually agreed upon by Lessor and Lessee.

4. **Rent.** Rent shall commence for each accepted Unit upon the Delivery Date for such Unit. Lessee shall pay to Lessor on the first day of each month in advance rent in the amount of Unit per month ("Rent"). Rent shall continue in effect for each Unit, until such Unit is returned to Lessor in accordance with the terms of this Lease. Rent shall be pro-rated on a daily basis if the Delivery Date or return date for any Unit is other than on the first day of any month. All payment of Rent shall be made directly to Lessor at its address for notices hereunder. Lessee's obligation to pay all Rent and other sums when due and to otherwise perform its obligations under this Lease is absolute and unconditional, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment. Each Rent or other payment made by Lessee hereunder shall be final and Lessee shall not seek to recover all or any part of such payment from Lessor. The Rent and other sums payable by Lessee hereunder shall be paid without notice or demand.

5. **Mileage Earnings.** Provided that Lessee is not in default under this Lease, Lessor shall pay to Lessee all car hire earnings attributable to the Units received by Lessor, if any, until the expiration or earlier termination of this Lease.

6. **Identification Marks.** Lessee will keep each Unit marked with the identifying mark and number as set forth in Schedule A hereto, and Lessee will not change such mark or number without the prior written consent of Lessor. Lessee will not allow the name of any person or entity or any other mark or logo to be placed upon any Unit without the prior written consent of Lessor.

7. **Taxes.** Provided such accrue and/or arise as a result of Lessee's usage during the Term of this Lease, Lessee shall pay when due (or reimburse to Lessor), and on a net after-tax basis shall indemnify and defend Lessor from and against any and all fees, taxes and governmental charges of any nature including, without limitation, liens,

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encumbrances, interest, penalties, fines and assessments (collectively, "Taxes") which may now or hereafter be imposed or levied by any foreign, federal, state, provincial or local authority upon this Lease or the Units (including, without limitation, relating to or arising from the transportation, delivery, installation, leasing, possession, use, operation, storage and return of such Units during the Term). Lessee shall have no responsibility for any Taxes on or measured by Lessor's income. Lessee will pay promptly all Taxes which may be imposed upon Lessee's income and earnings arising from or connected with this Lease or the Units. The term Taxes shall include any sales, use or ad valorem tax applicable to the operation of the Units during the Term.

8. **Casualty Occurrence.** During the Term, Lessee hereby assumes all risk of loss, damage, theft, taking, destruction, confiscation, condemnation, requisition or commandeering, partial or complete, of or to each accepted Unit, however caused or occasioned (collectively, a "Casualty Occurrence"). Lessee shall promptly notify Lessor of any Casualty Occurrence and fully inform Lessor in regard thereto. Such notice shall include a settlement value as specified in the Casualty Schedule attached hereto as Schedule B ("Settlement Value"), together with an amount equal to any accrued Rent for such Unit through the date of such Settlement Value payment. Upon Lessee's payment of such Settlement Value and accrued Rent for any Unit, (a) the Rent for such Unit shall cease and the Lease for such Unit shall terminate, and (b) Lessee shall be entitled to ownership and possession of such Unit or the remains thereof on an **as-is, where-is** basis without recourse or warranty. Lessor has the right, but not the obligation, to replace any Unit that suffers a Casualty Occurrence, subject to Lessee's inspection. Lessee shall not be released from the obligation to pay Rent under this Lease with respect to a casualty Unit until the Settlement Value is paid to Lessor. Upon receipt by Lessor of any AAR Rule 107 payment from any railroad with respect to any Unit for which Lessee has paid the Settlement Value, Lessor shall promptly forward such payment to Lessee, provided Lessee is not in default under this Lease.

9. **Inspection.** At the sole expense of Lessor, Lessor or its agent, shall have the right to inspect the Units and Lessee's records with respect thereto at such reasonable times and places as Lessor may request.

10. **Warranties; Waiver.** So long as no Event of Default has occurred and is continuing, Lessor warrants that neither Lessor nor its successors and assigns will interfere with Lessee's quiet enjoyment and use of the Units during the Term. Notwithstanding anything in this Lease to the contrary, **LESSOR LEASES AND LESSEE ACCEPTS THE UNITS AS-IS, AND LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE UNITS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE UNITS PURSUANT TO THIS LEASE TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF WORKMANSHIP IN THE UNITS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY MANUFACTURER'S OR OTHER DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY UNITS. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE UNITS. LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE UNITS AND THAT LESSEE ACCEPTS THE UNITS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS.**

11. **Compliance with Laws.** Lessee agrees to comply with all laws, rules, regulations, decrees, or orders which apply to the operation or use of any Unit, including, but not limited to, the AAR, the FRA, the Surface Transportation Board ("STB") or any other legislative, executive, regulatory, administrative or judicial body exercising any power or jurisdiction over the Units (collectively, "Laws"). If any Laws require the modification, alteration or repair of any Unit ("**Mandated Repairs**"), Lessor will pay for such Mandated Repairs; provided, however, that Lessor may, in its reasonable judgment based upon the cost and economic value of such Mandated Repairs in relation to the then estimated fair market value of such Unit, declare this Lease terminated for those Units so affected as of the date such Mandated Repairs are required as rent will abate accordingly. Furthermore and notwithstanding any provision contained herein to the contrary, Lessor shall use commercially reasonable efforts to replace any Unit so terminated under this provision of the Lease with a comparable Unit, if practicable.

12. **Maintenance; Alteration; Accessions.**

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(a) **Maintenance.** Commencing on the Delivery Date, Lessor shall pay for all repairs, maintenance and replacement of parts as are necessary to keep each Unit in good working order and repair, and suitable for loading and interchange in accordance with all applicable Laws and Rules ("Maintenance"). Notwithstanding the foregoing, Lessee shall be responsible for:

(i) damage caused by Lessee, its agents, representatives, customers or independent contractors or any third party; or

(ii) damage caused by any corrosive or abrasive substance loaded or used in connection with any Unit; or

(iii) excessive, unusual or avoidable damage caused by shakers, sledges, front-end loaders or other similar devices used during the loading or unloading of any Unit; or

(iv) damage caused by excessive or unbalanced loading; or

(v) damage to, or missing safety appliances, doors, door locking mechanisms, and removable parts or attachments; or

(vi) Rule 95 (Sections A and B) damage and any repairs billed to Lessor under AAR billing format utilizing Rule 83 "Why Made" Codes 02, 03, 05, 06, 14, 35, 55, 56 and 59, all as set forth in the AAR Field Manual of the Interchange Rules.

If any Unit in possession of Lessee is in need of Maintenance for which Lessee is responsible hereunder, Lessee shall contact Lessor and advise, at Lessee's sole option, whether Lessee desires to perform such repairs or have such repairs performed at its expense. If Lessee decides not to repair such Unit, Lessor will contract for the repairs. Lessee shall be responsible only for the invoice price for such contracted Maintenance.

If any Unit in possession of Lessee is in need of Maintenance (other than running repairs) for which Lessor is responsible hereunder, Lessee will make such Unit available to Lessor at a repair shop specified by Lessor at any reasonable time and reasonable location for Lessee for the purpose of such Maintenance. Lessee shall make any Unit available for inspection or Maintenance in accordance with its operating convenience and at its own expense.

If there is any dispute as to which party is responsible for the Maintenance to any Unit, the completion of such Maintenance by a party shall not constitute an admission of responsibility, but instead such party may still assert its claims that the other party was responsible.

Lessee will review any suggestions made by Lessor regarding operating conditions that might be causing undue and avoidable wear or damage to the Units and will implement those suggested changes that are reasonable under the circumstances.

Lessor reserves the right to retire any Unit that in its sole opinion it deems uneconomical to repair. Lessee's obligation to pay Rent shall abate for any Unit retired by Lessor as of the date on which it is retired or when such Unit is delivered to the repair shop, whichever occurs first.

LESSOR'S LIABILITY UNDER THIS SECTION 12 AND UNDER SECTION 11 IS EXPRESSLY LIMITED TO THE COST OF MAINTENANCE REPAIRS OR MODIFICATIONS. IN NO EVENT SHALL LESSOR BE LIABLE UNDER ANY CIRCUMSTANCES TO LESSEE OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES IN ANY AMOUNT RELATING TO OR CONNECTED WITH A REPAIR OR MODIFICATION, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION COSTS (RELATING TO MOVEMENT OF THE UNIT), LOSS OF USE OR DOWNTIME OF ANY UNIT, OR LOST PROFITS.

(b) **Alteration; Accessions.** Lessee shall not materially alter, or allow any third party to materially alter, the physical structure of any Unit without the prior written consent of Lessor. All additions, alterations, improvements or

replacements to any Unit made by Lessee shall constitute accessions to such Unit and belong to Lessor unless otherwise agreed by the parties in writing.

13. Insurance. During the Term and so long as Lessee retains possession of a Unit, Lessee shall maintain: (a) all-risk, physical loss or damage insurance for each Unit in a minimum amount equal to the aggregate Settlement Value; and (b) public liability insurance in a minimum amount of five million dollars (\$5,000,000.00) per occurrence for personal or bodily injury, wrongful death and property damage, in each case for such risks and with such insurance companies as are reasonably satisfactory to Lessor. All insurance policies shall be in the name of Lessee and shall (a) name Lessor as loss payee for the all risk insurance and as additional insured for liability insurance, and (b) provide Lessor with thirty (30) days' prior written notice before coverage lapses, is canceled or materially changes. If Lessee fails to obtain insurance, or if said insurance lapses or is canceled, Lessor has the right to purchase the insurance described above and Lessee shall pay the cost thereof. Lessee's insurance policies shall be primary to any insurance of Lessor. Any deductibles in the above described policies shall be paid by Lessee. Lessee shall furnish to Lessor upon execution of this Lease and thereafter at Lessor's request, Certificates of Insurance evidencing the aforesaid insurance. Lessee shall provide Lessor a certified copy of each insurance policy upon written request.

14. Indemnification. Lessee shall indemnify, defend and hold harmless Lessor and its officers, partners, shareholders, affiliates, directors, attorneys, employees and agents from and against any and all costs, expenses, losses, taxes, penalties, obligations, claims, damages, actions or other liabilities (including but not limited to reasonable counsel fees and expenses, and tort and strict liability claims) which Lessor may incur (unless resulting from Lessor's gross negligence or willful misconduct) in any way relating to, arising from or by reason of (a) this Lease or the use, operation, condition, delivery, storage, or return of any Unit, until such Unit is returned to Lessor in accordance with the terms of this Lease, or (b) any accident, personal injury, death, property damage or other liability involving any Unit, on or after the Delivery Date until such Unit is returned to Lessor in accordance with the terms of this Lease. The indemnities hereunder shall survive payment or performance of all other obligations under this Lease or the expiration or earlier termination of this Lease. Lessee shall give Lessor prompt written notice of any event or condition in connection with which Lessor may be entitled to indemnification hereunder.

15. Financial Information. Upon Lessor's reasonable request, Lessee agrees to furnish to Lessor, within one hundred twenty (120) days after the close of each fiscal year, reviewed financial statements, including its most recent balance sheets, statements of income, retained earnings and changes in financial position for the fiscal year then ended.

16. Liens. At its sole expense, Lessee will keep the Units or any part thereof free and clear of any and all liens, security interests, charges, claims or other encumbrances ("**Liens**"), except for any Liens arising by, through or under Lessor. Lessee will promptly pay, satisfy and otherwise take such actions as may be reasonably necessary to keep the Units free and clear of, and to duly discharge, eliminate or bond in a manner satisfactory to Lessor, any Liens which may arise. Lessee will promptly notify Lessor in writing if it has knowledge of any Lien that shall attach to any Unit, and of the full particulars thereof.

17. Return. On or about the expiration or other termination of the Term or any extension thereof, Lessee shall return the Units to Lessor at a mutually agreeable location on the lines of the Iowa Interstate Railroad, Ltd. ("**Return Point**"). Within ten (10) calendar days of receipt of such notice and at its sole expense, Lessee will deliver possession of the Units to Lessor at the Return Point. Lessee shall return each Unit to Lessor (i) in as good condition, order and repair as when delivered to Lessee, ordinary wear and tear excepted, (ii) in condition suitable for movement in the interchange system free from all FRA defects and in conformity with all applicable laws, rules and regulations, (iii) free of AAR Rule 95 damage, and (iv) free from all accumulations from commodities transported in or on it while in the service of Lessee. Lessee shall continue to pay Rent and this Lease shall remain in full force and effect with respect to each Unit until such Unit is returned to Lessor at the Return Point. Lessor will inspect each Unit at the Return Point, and Lessee agrees to pay Lessor within thirty (30) days of receipt of any invoice for any repairs for which Lessee is responsible hereunder. If upon the expiration or earlier termination of this Lease Lessor demands in writing the return of any Unit to the Return Point and Lessee fails to deliver such Unit to the Return Point within ten (10) calendar days of receipt of such notice, Rent shall cease and Lessee shall immediately commence to pay to Lessor (as liquidated damages and not as a penalty) a monthly late fee equal to two hundred percent (200%) of the monthly rental rate for such Unit then in effect until such Unit is delivered to the Return Point. All other terms and conditions of this Lease shall remain in force. The provisions of this Section are without prejudice to, and in addition to, any other remedies of Lessor. If Lessee shall for any reason fail to

deliver any Unit to Lessor within ninety (90) days of the expiration of the Term, Lessor shall have the option to declare that such Unit has suffered a Casualty Occurrence.

18. Default. Each of the following shall constitute an "Event of Default" under this Lease:

(a) Lessee fails to make any payment of any part of the Rent or any other amount payable to Lessor under this Lease and such nonpayment continues for ten (10) calendar days after the due date thereof;

(b) Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Units, or any part thereof;

(c) Lessee fails to perform or observe any term, covenant, condition or agreement contained in this Lease and such failure continues uncured for ten (10) calendar days after written notice thereof from Lessor;

(d) Any representation or warranty made by Lessee in this Lease shall be false or misleading at any time in any material respect;

(e) Lessee ceases doing business as a going concern or transfers all or a substantial part of its assets; or becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Lessee applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer is appointed without the consent of Lessee; or Lessee institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against Lessee and is not dismissed within thirty (30) calendar days; or any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of Lessee's property and remains unsatisfied for thirty (30) calendar days.

19. Remedies.

(a) **Events of Default.** Upon the occurrence of any Event of Default, Lessor may, with or without notice to Lessee, exercise any one or more of the following remedies, as Lessor in its sole discretion shall elect:

(i) proceed by appropriate court action(s) either at law or in equity, to enforce Lessee's performance under this Lease or to recover damages for the breach thereof;

(ii) by notice in writing to Lessee terminate this Lease, whereupon all rights of Lessee to the use of the Units shall absolutely cease and terminate, but Lessee shall remain liable as herein provided;

(iii) require Lessee, at Lessee's expense, to return any or all of the Units in accordance with the return provisions of this Lease, or Lessor or its agent, at its option may in a reasonable manner and without damage to the property of Lessee or any third party enter upon the premises of Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of Lessee, or its sublessee(s), successors or assigns, to use the Units for any purposes whatsoever;

(iv) declare immediately due and payable all Rents and other amounts due and to become due under this Lease;

(v) sell by public or private sale, release, hold, retain, or otherwise dispose of the Units in any manner Lessor chooses, free and clear of any claims or rights of Lessee; and

(vi) exercise any other right or remedy then available to Lessor at law or in equity.

(b) **Interest.** In the event Lessee shall be in default in the payment of Rent or any other amount due under this Lease, Lessee shall pay Lessor as additional rental interest on such unpaid sum from its due date to the date of payment by Lessee at a rate equal to one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

(c) **Cumulative Remedies.** No remedy referred to in this Lease is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law, and shall be in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No failure or delay on either the part of Lessor or Lessee to exercise any right or remedy hereunder shall operate as a waiver thereof. No express or implied waiver by Lessor or Lessee of any default or breach shall constitute a waiver of any other or subsequent default or breach by Lessee. If Lessee fails to pay or otherwise perform any of its obligations under this Lease, Lessor or Lessee as the case might be may, but shall not be obligated to, pay such amounts or perform such obligations for the account of Lessee without thereby waiving their right to declare an Event of Default. In any such event, Lessor or Lessee as the case might be shall immediately upon demand reimburse Lessor for any such costs and expenses incurred by Lessor.

(d) **Costs of Default.** In addition to the above and in all cases, Lessor or Lessee as the case might be shall be liable for all costs, expenses and damages incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's and/or Lessee's as the case might be, remedies with respect thereto, including, but not limited to, all reasonable attorneys' fees and costs whether or not court proceedings are brought, costs related to the repossession, storage, repair inspection, and transportation or other disposition of the Units, and all incidental and consequential damages.

20. **Assignment and Use.**

(a) **Assignment by Lessor.** Lessor may, without the consent of and without notice to Lessee, assign or sell its interest in, grant a security interest in, or otherwise transfer in whole or in part this Lease, any Unit or any of its rights, interests or obligations with respect thereto, including, without limitation, all Rent and other sums due or to become due to one or more persons or entities. Lessee shall be under no obligation to any assignee of Lessor except upon written notice of such assignment from Lessor. In conjunction with any assignment of this Lease by Lessor, Lessee hereby agrees to promptly provide any reasonable documentation requested by Lessor.

(b) **Assignment by Lessee.** So long as Lessee shall not be in default hereunder, Lessee may with the prior written consent of Lessor, at Lessor's sole discretion, sublease or assign any one or more of the Units. For purposes hereof an assignment shall be deemed to include any sale, transfer or assignment of this Lease by operation of law or otherwise or any material change in the beneficial ownership of Lessee. Without the prior written consent of Lessor, Lessee may not otherwise transfer or encumber its leasehold interest under this Lease in the Units and Lessee shall not part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units.

(c) **Restrictions on Use.** Lessee covenants and agrees at all times that: (i) Lessee will not sublease or assign this Lease to any person or entity that is not a United States citizen or incorporated under the laws of a state of the United States, (ii) Lessee will not use or operate the Units outside of the United States (other than incidental and temporary use in Canada not to exceed ninety (90) days in any one year period), and (iii) Lessee will use and operate the Units only in the ordinary conduct of its business by qualified employees of Lessee and in accordance with all applicable operating instructions for any Unit, including, but not limited to, the cargo weight limits stenciled on each Unit. Lessee agrees to not load or use any Unit to transport any hazardous material or substance as defined in any foreign, federal, state or local law, rule or regulation.

21. **Representations & Warranties of Lessee.** Lessee represents and warrants to Lessor that (a) Lessee is a corporation duly organized, validly existing and in good standing under applicable state law, with adequate corporate power to enter into this Lease; (b) this Lease has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms; (c) the execution and performance of this Lease will not contravene, breach or create a material default under any legal, organizational or contractual obligation of Lessee or any law, rule, regulation, judgement or order binding upon Lessee or its property; and (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee, nor is Lessee in default under any material loan, lease or purchase obligation.

22. **Notices.** Any notices given or required to be given hereunder shall be sufficient if transmitted and received by facsimile (with a confirmation copy sent by overnight air courier or certified mail), sent by overnight air courier, or deposited in the United States mail, postage prepaid, certified, return receipt requested, to the addresses set forth below or at such other address as the parties shall have specified in writing:

If to Lessor:

Helm-Pacific Leasing
One Embarcadero Center, Suite 3700
San Francisco, CA 94111
FAX: (415) 398-4816
ATTN: President

If to Lessee:

Guarding Leasing, Inc.
8002 31st Street West
Rock Island, IL 61201
FAX: (309) 787-2755
ATTN: Mr. Ron Bjustrom

If to Guarantor:

R & D Concrete Products, Inc.
8002 31st Street West
Rock Island, IL 61201
FAX: (309) 787-2755

23. **Guaranty.** Guarantor hereby acknowledges that it has read and reviewed this Lease. Guarantor agrees to execute and deliver to Lessor the Unconditional Continuing Guaranty attached hereto as Exhibit A.

24. **Miscellaneous.**

(a) **Further Assurances.** Upon Lessor's request and at its sole expense, Lessee shall promptly execute, acknowledge and deliver such further documents, and take any and all other action reasonably requested by Lessor from time to time as is necessary for the purpose of effectuating the intent and purposes of this Lease, as required by law or to protect the interests of Lessor in the Units and this Lease, including, without limitation, a Memorandum of Lease to be filed with the STB and UCC-1 Financing Statements.

(b) **Severability.** If any term, provision, covenant or restriction of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties hereto that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable.

(c) **Entire Agreement; Amendment.** This Lease, together with all exhibits and schedules attached hereto, contains the entire agreement of the parties regarding the subject matter hereof and supersedes all other agreements and understandings, oral or written, with respect thereto. This Lease may not be amended, modified or changed, or any provision of this Lease waived, except by instruments in writing signed by the parties hereto. No course of dealing between the parties will be deemed to modify, amend or discharge any part of this Lease or any rights or obligations of any party.

(d) **Successors and Assigns.** This Lease will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

(e) **Counterparts.** This Lease and any documents collateral thereto may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original, but all such counterparts taken together shall constitute but one agreement.

(f) **Law Governing; Waiver of Jury Trial.** This Lease shall be construed and enforced, in accordance with the laws of the State of Illinois, without reference to its choice of law provisions; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. 11301. **THE PARTIES EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY MATTER RELATING DIRECTLY OR INDIRECTLY TO THIS LEASE OR THE UNITS WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LEASE.**

(g) **Construction.** The language used in this Lease will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party. Lessee acknowledges that it has been represented by counsel in connection with this Lease or that it has voluntarily declined to seek representation by counsel. Lessee has not received nor is Lessee relying on advice concerning tax and legal matters from Lessor or its counsel.

(h) **Brokers.** Each party represents and warrants that it has not employed, authorized or appointed a broker in connection with the transactions contemplated by this Lease.

(i) **Survival.** The respective representations, warranties, indemnities, covenants, obligations and agreements of the parties shall survive the expiration or earlier termination of this Lease or any extensions thereof.

(j) **Attorneys' Fees.** If any legal action is brought for the enforcement of this Lease or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding.

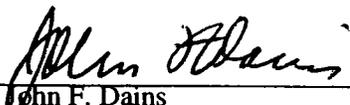
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

LESSOR

HELM-PACIFIC LEASING
By: Helm Pacific Corporation,
a General Partner

LESSEE

GUARDIAN LEASING, INC.

CW
By: 
Name: John F. Dains
Title: President

By: 
Name: Ron Bjuström
Title: President

By: Union Pacific Venture Leasing,
Incorporated, a General Partner

GUARANTOR

R & D Concrete Products, Inc.

By: 
Name: Edward J. Weber
Title: President

By: 
Name: Ron Bjuström
Title: President

CW

SCHEDULE A

To the Full Maintenance Lease Agreement dated February 28, 2005 among HELM-PACIFIC LEASING, GUARDIAN LEASING, INC., and R & D CONCRETE PRODUCTS, INC.

THE UNITS

Units' Description: Twenty-three (23), 100-ton (263K), two-compartment, 2300 cubic foot capacity open top hoppers with 45 degree interior slope sheets and Miner Type D door lock mechanisms. Built by Greenville Steel Car in 1974-1979.

	Current		New Reporting	
	Reporting	Marks	Marks	
1	SP	465110	HPJX	25000
2	SP	465116	HPJX	25001
3	SP	465154	HPJX	25002
4	SP	465185	HPJX	25003
5	SP	465206	HPJX	25004
6	SP	465221	HPJX	25005
7	SP	465303	HPJX	25006
8	SP	465556	HPJX	25007
9	SP	465659	HPJX	25008
10	SP	465673	HPJX	25009
11	SP	465769	HPJX	25010
12	SP	465850	HPJX	25011
13	SP	465936	HPJX	25012
14	SP	466014	HPJX	25013
15	SP	466150	HPJX	25014
16	SP	466240	HPJX	25015
17	SP	466262	HPJX	25016
18	SP	466422	HPJX	25017
19	SP	466553	HPJX	25018
20	SP	466582	HPJX	25019
21	SP	466638	HPJX	25020
22	SP	466718	HPJX	25021
23	SP	466952	HPJX	25022

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EXHIBIT A

To the Full Maintenance Lease Agreement dated February 28, 2005 among HELM-PACIFIC LEASING, GUARDIAN LEASING, INC., and R & D CONCRETE PRODUCTS, INC.

UNCONDITIONAL CONTINUING GUARANTY

This UNCONDITIONAL CONTINUING GUARANTY ("Guaranty") is dated as of February 28, 2005, by and between HELM-PACIFIC LEASING, a Nebraska general partnership ("Lessor") and R & D CONCRETE PRODUCTS, INC., an Iowa corporation ("Guarantor") whose address is 8002 31st Street West, Rock Island, IL 61201.

1. **Guaranty.** In consideration of Ten Dollars (\$10.00) and in order to induce Lessor to enter into the Full Maintenance Lease Agreement dated as of February 28, 2005 ("Lease") with GUARDIAN LEASING, INC., an Iowa corporation ("Lessee") and any future agreements with Lessee, Guarantor unconditionally, absolutely and irrevocably guarantees and promises to Lessor to pay, perform and discharge, any and all present and future monetary obligations and indebtedness (collectively, "Obligations") of Lessee to Lessor, including, but specifically limited to, the repayment to Lessor all rental sums, casualty values, taxes and other monetary obligations presently due and owing, and of all rental sums, casualty values, taxes and other monetary obligations that shall in the future become due and owing, from Lessee to Lessor, whether arising under the Lease or otherwise and the obligations set forth in Paragraph 2 below. The Obligations of Lessee include, but are not limited to, Lessee acting on behalf of itself or any estate created by the commencement of a case under Title 11 of the United States Code or any successor statute thereto ("Bankruptcy Code") or any other insolvency, bankruptcy, reorganization or liquidation proceeding, or by any trustee under the Bankruptcy Code, liquidator, sequestrator or receiver of Lessee or Lessee's property or similar person duly-appointed pursuant to any law generally governing any insolvency, bankruptcy, reorganization, liquidation, receivership or like proceeding.

2. **Obligations.** The Obligations include any and all rent, indebtedness and other monetary obligations owed by Lessee to Lessor of every description, whether now existing or hereafter arising including interest, late charges, default interest and any interest that would have accrued but for the commencement of a case under the Bankruptcy Code, as well as all of Lessor's costs or expenses, including without limitation (i) taxes and insurance premiums required to be paid by Lessee under the Lease that are paid or advanced by Lessor, (ii) costs and expenses incurred by Lessor to correct any default or enforce any provision of the Lease, or in gaining possession of, maintaining, handling, preserving, storing, shipping, selling or releasing the Units under the Lease, and (iii) costs and expenses of suit incurred by Lessor in enforcing or defending the Lease or any portion thereof. Notwithstanding any provision contained herein to the contrary, Guarantor shall have no liability to Lessor for any third party complaint or cause of action relating to; (i) negligent design or construction of the Units; or (ii) Lessor's maintenance of the Units, it being specifically understood that Guarantor's obligations hereunder are limited to the Lease payments and other monetary obligations due under this Lease to Lessor.

3. **Attorneys Fees.** If Lessor incurs attorney's fees relating to any actions or claims arising out of this Guaranty, Guarantor agrees to pay Lessor such attorney's fees plus all reasonable costs and expenses of prosecuting and/or defending any such actions or claims.

4. **Waivers.**

(a) **Scope of Risk Defenses.** Lessor may at any time and from time to time, without notice to or the consent of Guarantor, and without affecting or impairing the liability of Guarantor hereunder, do any of the following: (i) renew, modify or extend (including extensions beyond the original term) any Obligations of Lessee or of any other party at any time directly or contingently liable for the payment of any said Obligations; (ii) accept partial payments of said Obligations; (iii) settle, discharge, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said Obligations; or (iv) change the terms of the Obligations, including increases or decreases in installment or rental payments or any interest rate adjustments.

(b) **Primary Obligation Defenses.** Guarantor waives any rights to require Lessor to (i) proceed against Lessee or any other party; (ii) proceed against or exhaust any security held from Lessee or any other party; or (iii) pursue any other remedy in Lessor's power whatsoever. Guarantor waives any defense based on or arising out of any defense of

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Lessee, whether such defense arises by operation of law, bankruptcy of Lessee or otherwise, including without limitation, any defense based on or arising out of any disability of Lessee or the unenforceability of the Obligations or any part thereof from any cause or the cessation from any cause of the liability of Lessee. Guarantor waives any defense based on any applicable statute of limitations or statute of frauds.

(c) **Commercially Reasonable Sale and Anti-Deficiency Laws.** Lessor may, at Lessor's election, foreclose on any security held by Lessor by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy Lessor may have against Lessee, or any security, without affecting or impairing in any way the liability of Guarantor except to the extent the Obligations have been paid. Guarantor waives any defense arising out of any such election by Lessor, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of Lessor against Lessee or any security. Guarantor also expressly waives any defense or benefit that may be derived from any one form of action rule or anti deficiency statute and suretyship defenses it would otherwise have under the laws of any state.

(d) **Disclosure Defenses.** Guarantor expressly waives all set-offs and counterclaims and waives all notices, protests and demands including, without limitation, notice of default in the payment of rents or in the performance or in the observance of any of the terms, provisions, covenants or conditions contained in any agreement between Lessor and Lessee.

(e) **Impairment of Collateral Defense.** Guarantor expressly agrees that the validity of this Guaranty and the obligations of Guarantor shall not be terminated, affected or impaired by reason of the waiving, delaying, exercising or non-exercising of any of Lessor's rights against Lessee pursuant to the aforementioned Lease, or against Guarantor by reason of this Guaranty or as a result of the substitution, release, repossession, sale, disposition or destruction of any collateral or of the items leased or to be leased to Lessee. Guarantor shall not be released or discharged, either in whole or in part, by Lessor's failure or delay (i) to perfect or continue the perfection of any security interest in any property which secures the Obligations of Lessee or Guarantor to Lessor or (ii) to protect the property covered by such security interest.

(f) **Guarantor's Right to Revoke.** Guarantor expressly waives the right to revoke or terminate this Guaranty, including any statutory right of revocation under the laws of any state.

5. **Financial Condition of Lessee.** Guarantor (a) assumes all responsibility for being and keeping informed of Lessee's financial condition and assets and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder and (b) agrees that Lessor shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

6. **Guarantor Not Entitled To Subrogation; Subordination.** No payment by Guarantor hereunder shall entitle Guarantor, by subrogation, indemnity, reimbursement or contribution out of the property of Lessee. Any and all present and future debts and obligations of Lessee to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future Obligations of Lessee to Lessor. Upon the liquidation, bankruptcy or distribution of any of Lessee's assets, Guarantor shall assign to Lessor all of Guarantor's claims on account of such indebtedness so that Lessor shall receive all dividends and payments on such indebtedness until payment in full of the Obligations. This Section 6 shall constitute such an assignment if Guarantor fails to execute and deliver such an assignment.

7. **Recovery of Preferences.** If (a) a claim is made upon Lessor at any time for repayment or recovery of any amount(s) or other value received by Lessor, from any source, in payment of or on account of any of the Obligations guaranteed hereunder and (b) Lessor repays or otherwise becomes liable for all or any part of such claim by reason of (i) any judgment, decree or order of any court or administrative body having competent jurisdiction or (ii) any settlement or compromise of any such claim, Guarantor shall remain liable to Lessor hereunder for the amount so repaid or for which Lessor is otherwise liable to the same extent as if such amount(s) had never been received by Lessor, notwithstanding any termination hereof or the termination of any leases or other agreements evidencing any of the Obligations. Guarantor shall also be liable for the full amount of attorney's fees, costs and interest which Lessor pays or incurs in connection with defending any preference or fraudulent transfer claim.

8. **Events of Default.** The occurrence of any one of the following events shall constitute an event of default under this Guaranty and, upon the occurrence thereof and at Lessor's election without notice or demand, Guarantor's obligations hereunder shall become due, payable, and enforceable against Guarantor, whether or not the Obligations are then due and payable:

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- (a) The occurrence of an Event of Default under and as defined in the Lease;
- (b) The commencement of any bankruptcy, insolvency, receivership or similar proceeding by or against Guarantor or Lessee;
- (c) The attempt by Guarantor or Lessee to effect an assignment for the benefit of creditors or a composition with creditors;
- (d) The insolvency of Guarantor or Lessee;
- (e) The dissolution of Guarantor or Lessee;
- (f) The inaccuracy or incompleteness in any material respect, when made, of any representations or warranties made by Lessee; or
- (g) The breach by Guarantor of any covenant of this Guaranty or any other agreement between Lessor and Guarantor.

9. **Binding On Successors and Assigns.** This Guaranty shall bind Guarantor's respective heirs, administrators, personal representatives, successors and assigns, and shall inure to the benefit of Lessor's successors and assigns, including, without limitation, any party to whom Lessor may assign the Lease or any other agreements; and Guarantor hereby waives notice of any such assignment. All of Lessor's rights are cumulative and not alternative.

10. **Miscellaneous.** This Guaranty contains the entire agreement of the parties hereto and no other oral or written agreement exists. This Guaranty may not be amended or modified except by a writing signed by Lessor and Guarantor. This Guaranty is a valid and subsisting legal instrument and no provision that may be deemed unenforceable shall in any way invalidate any other provision or provisions, all of which shall remain in full force and effect. No invalidity, irregularity or unenforceability of all or any part of the Obligations nor any other circumstance which might be a legal defense of a guarantor shall affect, impair, or be a defense of this Guaranty.

11. **Choice of Law and Forum.** THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. GUARANTOR AGREES TO SUBMIT TO THE JURISDICTION OF THE STATE AND/OR FEDERAL COURTS IN THE STATE OF ILLINOIS. GUARANTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS GUARANTY OR THE CONDUCT OF THE RELATIONSHIP BETWEEN LESSOR AND GUARANTOR. .

WITNESS:

GUARANTOR:

R & D CONCRETE PRODUCTS, INC.

Catherine M. Raines

Catherine M. Raines

By: Ron Bjustrom

Name: Ron Bjustrom

Title: President

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CERTIFICATION OF TRUE COPY

On March 15, 2005, I Cecilia Mostaghim, examined an original copy of the Full Maintenance Lease Agreement dated as of February 28, 2005 among **HELM-PACIFIC LEASING**, a Nebraska general partnership ("Lessor"), **Guardian Leasing, Inc.**, an Illinois corporation ("Lessee") and **R&D Concrete Products, Inc.**, an Iowa corporation ("Guarantor"), and I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

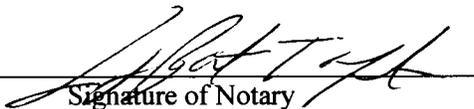
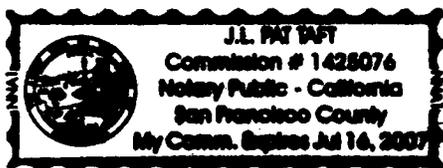


Cecilia Mostaghim, Contract Administrator

State of: **California**

County of: **San Francisco**

Subscribed and sworn to (or affirmed) before me on this 15th day of March, 2005 by J. L. Pat Taft, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Signature of Notary

[Notarial Seal]

