



Lewis Glasser
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SURFACE TRANSPORTATION BOARD

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October 12, 2005

Via Federal Express

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



Dear Mr. Williams:

I have enclosed an original and one copy of an Assignment of Rents and Leases, dated October 6, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents, to be recorded pursuant to the provisions of 49 U.S.C Section 11301.

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

Secured Party: Fifth Third Bank
999 4th Avenue
Huntington, West Virginia 25701

Debtor: Rail Connection, Inc.
2418 Grant Avenue, Suite A
St. Albans, West Virginia 25177

The railroad equipment covered by the enclosed document is Two Hundred-Thirteen (213) railcars described as:

- Twenty-Two 3,850 cubic feet twin tub and steel flat bottom railcars within the series APPX 4000 to APPX 4021;
- Twenty-Nine 52' 4 1/2'-5' sided, 100-ton load limit, steel gondola cars within the series APPX 5000 to 5012; APPX 5014 to APPX 5029;
- Forty-Nine covered hopper 4650 and 4750 c.f. capacity railcars within the series WKHX 21009; WKHX 21014; WKHX 49135; WKHX 49136; WKHX 49146; WKHX 49161; WKHX 49173; WKHX 49195; WKHX 49196; WKHX 49225; WKHX 40244; WKHX 49263; WKHX 49279; WKHX 52912; WKHX 53616; WKHX 53630; WKHX 53646; WKHX 53651 to WKHX 53653; WKHX 460007; WKHX 460011; WKHX 460194 to WKHX 460200; WKHX 460207; WKHX 460209; WKHX 460215; WKHX 465126; WKHX 470100; WKHX 475017 to WKHX 475019; WKHX 475044; WKHX 475046; WKHX 475051; WKHX 476347; WKHX 478721; WKHX 478725; WKHX 480000; WKHX 886452; WKHX 46756; WKHX 49223; WKHX 53624; WKHX 460193;

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- One Hundred-Thirteen 100-ton steel open-top hoppers, bearing the following reporting marks within the series: BSIX 1321; BSIX 1324; BSIX 1326; BSIX 1330; BSIX 1331; BSIX 1347; BSIX 1348; BSIX 1357; BSIX 1359; BSIX 1363; BSIX 1367; BSIX 1374; BSIX 1376; BSIX 1377; BSIX 1399; BSIX 1401; PBNE 1218; PBNE 1225; PBNE 1228; PBNE 1229; PBNE 1231; PBNE 1233; PBNE 1238; PBNE 1241; PBNE 1242; PBNE 1246; PBNE 1253; PBNE 1267; PBNE 1270; PBNE 1273 to PBNE 1275; PBNE 1277; PBNE 1279; PBNE 1281; PBNE 1286; PBNE 1288; PBNE 1289; PBNE 1291 to PBNE 1293; PBNE 1295; PBNE 1298; PBNE 1302 to PBNE 1304; PBNE 1307 to PBNE 1310; PBNE 1315 to PBNE 1318; PBNE 1320; PBNE 1322; PBNE 1323; PBNE 1327 to PBNE 1329; PBNE 1332; PBNE 1333; PBNE 1335 to PBNE 1337; PBNE 1339 to PBNE 1341; PBNE 1343 to PBNE 1346; PBNE 1349 to PBNE 1351; PBNE 1353 to PBNE 1356; PBNE 1358; PBNE 1360 to PBNE 1362; PBNE 1364 to PBNE 1366; PBNE 1369; PBNE 1370; PBNE 1372; PBNE 1373; PBNE 1375; PBNE 1378 to PBNE 1382; PBNE 1384 to PBNE 1387; PBNE 1389 to PBNE 1393; PBNE 1395 to PBNE 1397; PBNE 1400; PBNE 1402; PBNE 1403; PBNE 1407; PBNE 1409;

and as more particularly set forth in the equipment schedule attached to the document.

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

Assignment of Rents and Leases

I have also enclosed a check in the amount of \$33.00 payable to the Surface Transportation Board covering the required recordation fee. Once the enclosed document has been recorded, please return a stamped copy in the enclosed self-addressed stamped envelope.

Very truly yours,


G. Kurt Dettinger

Enclosures

GKD/bj

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ASSIGNMENT OF RENTS AND LEASES

SURFACE TRANSPORTATION BOARD

This Assignment, made as of October 6, 2005, is by and between **Rail Connection, Inc.**, a West Virginia corporation with its principal place of business at 2418 Grant Avenue, Suite A, St. Albans, West Virginia 25177 ("Borrower"), and **Fifth Third Bank**, an Ohio banking corporation with its principal place of business located at 999 4th Avenue, Huntington, West Virginia 25701 ("Assignee").

WHEREAS, pursuant to that certain Loan Agreement dated October 6, 2005, between Borrower and Assignee (hereinafter sometimes called the "Loan Agreement"), Borrower has agreed to grant Assignee a first lien security interest in all of Borrower's right, title and interest in and to two hundred thirteen (213) railcars (the "Collateral"), all as more particularly defined and described in the Security Agreement from Borrower to Assignee, dated October 6, 2005 (the "Security Agreement"), a list of which is also attached hereto for convenience as Exhibit A, to secure Assignee in payment of a certain promissory note of even date herewith, issued by Borrower in the principal amount of \$1,650,000.00, payable to the order of Assignee (hereinafter sometimes called the "Note"), and the payment of any and all renewals or extensions of said Note, however changed in form, manner or amount, reference to which Security Agreement and Loan Agreement are here made for a particular description of the property thereby conveyed, the Note thereby secured and for all other pertinent purposes;

WHEREAS, the Security Agreement grants a first lien on the Collateral in favor of Assignee;

WHEREAS, in order to further secure Assignee in the payment of the indebtedness evidenced by the Note and the other Obligations of Borrower to Assignee and any renewals or extensions thereof, Borrower desires to assign to Assignee all payments, however designated, now due and payable or hereafter to become due and payable to Borrower under its: (i) Railroad Equipment Lease with Crominet Corporation, dated as of December 1, 2004; (ii) Full Service Maintenance Lease Agreement with FirstEnergy Generation Corp., dated as of September 13, 2004; (iii) Railcar Lease Agreement with Perdue Farms, Inc., dated as of November 1, 2004; and (iv) Railroad Equipment Lease with The David J. Joseph Company, dated as of December 15, 2004, and any presently existing or future leases with respect to the Collateral and any and all renewals or extensions thereof (collectively hereafter referred to as the "Leases"), all as hereinafter provided.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under the Leases, including any and all future leases hereinafter entered into by Borrower relating to the Collateral and all amendments, extensions and renewals of said Leases and all rents, income and profits which may now or hereafter be or become due or owing under the Leases or on account of the use of the Collateral.

This Assignment is given and intended as continuing collateral for the payment of all of the indebtedness of the Borrower to Assignee as provided for in the Loan Agreement, Note and Security Agreement, including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at

any time or from time to time have been reduced or paid in full and thereafter increased or re-incurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge any person liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Borrower to Assignee of all obligations under the Loan Agreement, the Note, and the Security Agreement. If such payment in full is made by the Borrower and no default thereunder exists, the Borrower shall be entitled to have this Assignment discharged.

Borrower warrants, covenants and agrees with Assignee as follows:

1. That it is the sole owner of the entire Lessor's interest in the Leases, and that it has not and shall not execute any other assignment of any of the Leases or the rents, income and profits accruing from the Collateral, and that it has not and shall not perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. That the Leases are, or in the case of future Leases will be, valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, renewed nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee and shall not be altered, modified, amended, terminated, renewed or any term or condition thereof be waived without the prior written approval of Assignee.

3. That there are no defaults now existing under the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Borrower will fulfill or perform each and every condition and covenant of the Leases by Lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default by Borrower under the Leases received by Borrower, together with a complete copy of any such notice. Borrower shall, at the sole cost and expenses of Borrower, enforce, short of termination of the Leases, the performance or observance of each and every covenant and condition of such Lease by the other parties thereto.

4. Notwithstanding any provision of the Leases to the contrary, upon the occurrence of a default under said Leases, Borrower shall take no action to effect a termination of the Leases without first giving to Assignee written notice thereof and a reasonable time thereafter within which either (i) to take appropriate action to cure the default; (ii) to obtain possession of the Collateral (including possession by a receiver); or (iii) to institute, prosecute and complete foreclosure proceedings or otherwise acquire the Collateral with diligence.

5. That it has not and shall not collect, or accept payment of, rent under the Leases more than one month in advance.

6. That it shall not, without the prior written consent of Assignee, enter into any other Leases of all or any part of the Collateral.

7. That it shall and does hereby assign and transfer to the Assignee any and all subsequent leases of all or any part of the Collateral, and shall execute and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time require or deem necessary.

The parties further agree as follows:

With respect to the Leases, this Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notified by the Assignee in writing that a default has occurred under the terms and conditions of the Note, the Security Agreement or the Loan Agreement or any other instrument constituting additional security for the Note, Borrower may at its option receive, collect and enjoy the rents, income and profits accruing from the Collateral.

In the event of any default in the Note, the Security Agreement, the Loan Agreement or any other instrument constituting additional security for the Note, Assignee may, at its option, receive and collect all such rents, income and profits as they become due, from the Collateral and under any and all Leases of all or any part of the Collateral. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings.

Borrower hereby appoints Assignee its true and lawful attorney with full power of substitution and with power for Assignee in its own name, and capacity or in the name and capacity of Borrower in the event of default to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Collateral, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to take possession of all or any part of the Collateral, together with all personal property, documents, books, records, papers and accounts of Borrower relating thereto, and may exclude the Borrower, its agents, or servants wholly therefrom. Borrower hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Collateral and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, and restoring the Collateral, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee pursuant to the Note, the Loan Agreement and the Security Agreement, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Borrower in any Lease.

Borrower hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage, including, without limitation, reasonable attorneys' fees which may or might be incurred by it under any Lease or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform, or discharge any of the terms, covenants or agreements contained in any Lease. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Collateral, or parts thereof, upon Assignee nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any Lease, or for any waste of the Collateral by Borrower or any other party under any Lease, or for any dangerous or defective condition of the Collateral or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

Assignee may, at its option, although it shall not be obligated so to do, perform any Lease covenant for and on behalf of the Borrower and any monies expended in so doing shall be chargeable with interest to the Borrower and added to the indebtedness secured hereby.

Waiver or acquiescence by Assignee in any default by the Borrower, or failure of the Assignee to insist upon strict performance by the Borrower of any warranties or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, the Security Agreement and the Loan Agreement, or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Whenever, pursuant to this Assignment, consent by Assignee is necessary for the taking of any action, such consent shall not be unreasonably withheld.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

Exhibit A

Schedule Of Railcars

Two hundred thirteen (213) railcars, identified as follows:

Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number
Twenty-two (22) 3,850 cubic feet twin tub and steel flat bottom rail cars			33	APPX	5010	67	WKHX	53630
1	APPX	4000	34	APPX	5011	68	WKHX	53646
2	APPX	4001	35	APPX	5012	69	WKHX	53651
3	APPX	4002	36	APPX	5014	70	WKHX	53652
4	APPX	4003	37	APPX	5015	71	WKHX	53653
5	APPX	4004	38	APPX	5016	72	WKHX	460007
6	APPX	4005	39	APPX	5017	73	WKHX	460011
7	APPX	4006	40	APPX	5018	74	WKHX	460194
8	APPX	4007	41	APPX	5019	75	WKHX	460195
9	APPX	4008	42	APPX	5020	76	WKHX	460196
10	APPX	4009	43	APPX	5021	77	WKHX	460197
11	APPX	4010	44	APPX	5022	78	WKHX	460198
12	APPX	4011	45	APPX	5023	79	WKHX	460199
13	APPX	4012	46	APPX	5024	80	WKHX	460200
14	APPX	4013	47	APPX	5025	81	WKHX	460207
15	APPX	4014	48	APPX	5026	82	WKHX	460209
16	APPX	4015	49	APPX	5027	83	WKHX	460215
17	APPX	4016	50	APPX	5028	84	WKHX	465126
18	APPX	4017	51	APPX	5029	85	WKHX	470100
19	APPX	4018	Forty Nine (49) covered hopper 4650 and 4750 c.f. capacity railcars			86	WKHX	475017
20	APPX	4019				87	WKHX	475018
21	APPX	4020	52	WKHX	21009	88	WKHX	475019
22	APPX	4021	53	WKHX	21014	89	WKHX	475044
Twenty-nine (29) 100 ton load limit, steel gondola cars			54	WKHX	49135	90	WKHX	475046
			55	WKHX	49136	91	WKHX	475051
23	APPX	5000	56	WKHX	49146	92	WKHX	476347
24	APPX	5001	57	WKHX	49161	93	WKHX	478721
25	APPX	5002	58	WKHX	49173	94	WKHX	478725
26	APPX	5003	59	WKHX	49195	95	WKHX	480000
27	APPX	5004	60	WKHX	49196	96	WKHX	886452
28	APPX	5005	61	WKHX	49225	97	WKHX	46756
29	APPX	5006	62	WKHX	40244	98	WKHX	49223
30	APPX	5007	63	WKHX	49263	99	WKHX	53624
31	APPX	5008	64	WKHX	49279	100	WKHX	460193
32	APPX	5009	65	WKHX	52912			
			66	WKHX	53616			

Exhibit A (cont.)

Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number
One hundred thirteen (113) 100-ton steel open top hoppers			138	PBNE	1289	178	PBNE	1355
			139	PBNE	1291	179	PBNE	1356
			140	PBNE	1292	180	PBNE	1358
101	BSIX	1321	141	PBNE	1293	181	PBNE	1360
102	BSIX	1324	142	PBNE	1295	182	PBNE	1361
103	BSIX	1326	143	PBNE	1298	183	PBNE	1362
104	BSIX	1330	144	PBNE	1302	184	PBNE	1364
105	BSIX	1331	145	PBNE	1303	185	PBNE	1365
106	BSIX	1347	146	PBNE	1304	186	PBNE	1366
107	BSIX	1348	147	PBNE	1307	187	PBNE	1369
108	BSIX	1357	148	PBNE	1308	188	PBNE	1370
109	BSIX	1359	149	PBNE	1309	189	PBNE	1372
110	BSIX	1363	150	PBNE	1310	190	PBNE	1373
111	BSIX	1367	151	PBNE	1315	191	PBNE	1375
112	BSIX	1374	152	PBNE	1316	192	PBNE	1378
113	BSIX	1376	153	PBNE	1317	193	PBNE	1379
114	BSIX	1377	154	PBNE	1318	194	PBNE	1380
115	BSIX	1399	155	PBNE	1320	195	PBNE	1381
116	BSIX	1401	156	PBNE	1322	196	PBNE	1382
117	PBNE	1218	157	PBNE	1323	197	PBNE	1384
118	PBNE	1225	158	PBNE	1327	198	PBNE	1385
119	PBNE	1228	159	PBNE	1328	199	PBNE	1386
120	PBNE	1229	160	PBNE	1329	200	PBNE	1387
121	PBNE	1231	161	PBNE	1332	201	PBNE	1389
122	PBNE	1233	162	PBNE	1333	202	PBNE	1390
123	PBNE	1238	163	PBNE	1335	203	PBNE	1391
124	PBNE	1241	164	PBNE	1336	204	PBNE	1392
125	PBNE	1242	165	PBNE	1337	205	PBNE	1393
126	PBNE	1246	166	PBNE	1339	206	PBNE	1395
127	PBNE	1253	167	PBNE	1340	207	PBNE	1396
128	PBNE	1267	168	PBNE	1341	208	PBNE	1397
129	PBNE	1270	169	PBNE	1343	209	PBNE	1400
130	PBNE	1273	170	PBNE	1344	210	PBNE	1402
131	PBNE	1274	171	PBNE	1345	211	PBNE	1403
132	PBNE	1275	172	PBNE	1346	212	PBNE	1407
133	PBNE	1277	173	PBNE	1349	213	PBNE	1409
134	PBNE	1279	174	PBNE	1350			
135	PBNE	1281	175	PBNE	1351			
136	PBNE	1286	176	PBNE	1353			
137	PBNE	1288	177	PBNE	1354			