Lewis Glasser
Casey & Rollins
PLLC
LAW OFFICES

RECORDATION NO. 25912-A FILED

OCT 17 '05 2-48 PM

SURFACE TRANSPORTATION BOARD

300 Summers Street
BB&T Square, Suite 700
Post Office Box 1746
Charleston, WV 25326
Telephone: 304.345.2000
Telecopier: 304.343.7999

Writer's Contact Information:

(304) 345-2000 Ext 1014
kdettinger@lgcr.com

October 14, 2005

OCT 17 2005
RECEIVED

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 Seventy-Five (75) railcars described as:

JOSX 1704 – 1792, sporadic; JOSX 1800 – 1836, sporadic; JOSX 2416 – 2468, sporadic; JOSX 3241; JOSX 3718 – 3758, sporadic; JOSX 4003 – 4090, sporadic; JOSX 4100 – 4191, sporadic; JOSX 4849; JOSX 7239 – 7288, sporadic; JOSX 13189; JOSX 13200 – 13285, sporadic; and JOSX 13301 – 13302, inclusive,

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

Lewis Glasser
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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

G. Kurt Dettinger

Enclosures

RECORDATION NO. 25912-A FILED

OCT 17 '05 2-48 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF RENTS AND LEASES

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 the first one hundred-fifty (150) railcars purchased by Borrower from The David J. Joseph Company pursuant to that certain Purchase and Sale Agreement, dated May 25, 2005, by and between The David J. Joseph Company and the Borrower (the "Collateral"), all as more particularly defined and described in the Security Agreement from Borrower to Assignee, dated October 6, 2005 (the "Security Agreement"), to secure Assignee in payment of a certain promissory note of even date herewith, issued by Borrower in the principal amount of $2,130,000.00, 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 Master Lease Agreement with The David J. Joseph Company, dated as of May 25, 2005, 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.

WITNESS the following signatures as of October 6, 2005.

Rail Connection, Inc.

By: _____
W. Kurt Higginbotham
Its: Vice President

Fifth Third Bank

By: _____
Jeff A. Vickers
Its: Vice President

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF KANAWHA)

On this 6 day of October 2005, before me personally appeared W. Kurt Higginbotham, to me personally known, who being by me duly sworn, says that he is the Vice President of Rail Connection, Inc., a West Virginia corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

NOTARY PUBLIC OFFICIAL SEAL
SARA M. CLOER
State of West Virginia
My Commission Expires Mar. 2, 2010
700 Virginia Street East, Charleston, WV 25301

Sara M Cloer
Notary Public

My commission expires: March 2, 2010

STATE OF WEST VIRGINIA)
) ss.
COUNTY OF KANAWHA)

On this 6 day of October 2005, before me personally appeared Jeff A. Vickers, to me personally known, who being by me duly sworn, says that he is the Vice President of Fifth Third Bank, an Ohio banking corporation, that the foregoing instrument was signed on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

NOTARY PUBLIC OFFICIAL SEAL
SARA M. CLOER
State of West Virginia
My Commission Expires Mar. 2, 2010
700 Virginia Street East, Charleston, WV 25301

Sara M Cloer
Notary Public

My commission expires: March 2, 2010

Exhibit A

Schedule Of Railcars

Seventy-Five (75) railcars, identified as follows:

Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number
1	JOSX	1704	26	JOSX	2431	51	JOSX	4183
2	JOSX	1705	27	JOSX	2454	52	JOSX	4191
3	JOSX	1710	28	JOSX	2463	53	JOSX	4849
4	JOSX	1712	29	JOSX	2468	54	JOSX	7239
5	JOSX	1727	30	JOSX	3241	55	JOSX	7250
6	JOSX	1739	31	JOSX	3718	56	JOSX	7288
7	JOSX	1750	32	JOSX	3751	57	JOSX	13189
8	JOSX	1756	33	JOSX	3758	58	JOSX	13200
9	JOSX	1758	34	JOSX	4003	59	JOSX	13202
10	JOSX	1759	35	JOSX	4009	60	JOSX	13206
11	JOSX	1760	36	JOSX	4010	61	JOSX	13213
12	JOSX	1761	37	JOSX	4014	62	JOSX	13218
13	JOSX	1769	38	JOSX	4026	63	JOSX	13232
14	JOSX	1790	39	JOSX	4029	64	JOSX	13247
15	JOSX	1791	40	JOSX	4034	65	JOSX	13248
16	JOSX	1792	41	JOSX	4038	66	JOSX	13250
17	JOSX	1800	42	JOSX	4041	67	JOSX	13254
18	JOSX	1804	43	JOSX	4047	68	JOSX	13255
19	JOSX	1809	44	JOSX	4068	69	JOSX	13258
20	JOSX	1811	45	JOSX	4081	70	JOSX	13270
21	JOSX	1822	46	JOSX	4090	71	JOSX	13280
22	JOSX	1823	47	JOSX	4100	72	JOSX	13284
23	JOSX	1834	48	JOSX	4102	73	JOSX	13285
24	JOSX	1836	49	JOSX	4115	74	JOSX	13301
25	JOSX	2416	50	JOSX	4149	75	JOSX	13302