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January 11, 2006

RECORDATION NO. 26117-A FILED

JAN 12 06

4-07 PM

SURFACE TRANSPORTATION BOARD

**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 December 20, 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 4<sup>th</sup> 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 Thirty-Eight (38) railcars described as:

CUOH 37027 - 38592, sporadic; OHCR 6118 - 6119, inclusive; JTSX 256 - 260, inclusive; JTSX 263-270; inclusive; and DJTX 51101 - 51157, sporadic,

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:

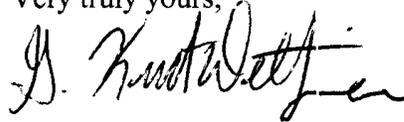
Assignment of Rents and Leases

Lewis Glasser  
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Mr. Vernon A. Williams  
January 11, 2006  
Page 2

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, Esq.

Enclosures

JAN 12 '06

4-07 PM

**ASSIGNMENT OF RENTS AND LEASES****SURFACE TRANSPORTATION BOARD**

This Assignment is made as of December 20, 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 4<sup>th</sup> Avenue, Huntington, West Virginia 25701 ("Assignee").

WHEREAS, pursuant to the terms of that certain Loan Agreement dated June 17, 2005, between Borrower and Assignee (the "Loan Agreement"), Assignee agreed to make a loan to Borrower in the total principal amount of \$250,000.00, to be secured, *inter alia*, by a first lien security interest in certain common stock in the Borrower owned by W. Kurt Higginbotham and Trina Higginbotham; and

WHEREAS, in accordance with the terms and conditions of the Loan Agreement, Borrower executed and delivered to Assignee a Promissory Note dated June 17, 2005, in the original principal amount of \$250,000.00 (the "Note"); and

WHEREAS, Borrower has agreed to pledge to Assignee the additional collateral hereinafter set forth in exchange for Assignee's agreement to release its lien on and security interest in: (i) all of the shares of common stock of Borrower owned by W. Kurt Higginbotham, which were pledged to Assignee as security for the Note pursuant to the terms of that certain Pledge Agreement dated June 17, 2005, by and between W. Kurt Higginbotham and Assignee; and (ii) all of the shares of common stock of Borrower owned by Trina Higginbotham, which were pledged to Assignee as security for the Note pursuant to the terms of that certain Pledge Agreement dated June 17, 2005, by and between Trina Higginbotham and Assignee; and

WHEREAS, Assignee agrees to release its lien on and security interest in the aforementioned shares of Borrower's common stock owned by W. Kurt Higginbotham and Trina Higginbotham upon: (i) the proper execution and recordation of this Agreement and the perfection of Assignee's first priority lien on and security interest in the Collateral hereinafter set forth; and (ii) the proper execution and recordation of that certain Security Agreement dated December 20, 2005, by and between Borrower and Assignee and the perfection of Assignee's first priority lien on and security interest in the Collateral described more particularly therein; and

WHEREAS, pursuant to that certain Loan Agreement dated June 17, 2005, as modified, between Borrower and Assignee (hereinafter sometimes called the "Loan Agreement"), Borrower has agreed to grant Assignee a first lien security interest on all of Borrower's right, title and interest in and to thirty-eight (38) railcars (the "Collateral"), all as more particularly defined and described in the Security Agreement from Borrower to Assignee, dated December 20, 2005 (the "Security Agreement") and the Schedule of Railcars attached hereto as Exhibit A for convenience, to secure Assignee in payment of a certain promissory note dated June 17, 2005, executed by Borrower in the principal amount of \$250,000.00, 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 any renewals or extensions thereof, Borrower desires to assign to Assignee all payments now due and payable or hereafter to become due and payable to Borrower under: (i) the Master Lease Agreement dated October 24, 2003, between The David J. Joseph Company, as lessor, and Ohio Central Railroad System, as lessee, as amended by Rider No. 3 dated March 17, 2004, and as assigned by The David J. Joseph Company to the Company, pursuant to the Assignment and Assumption Agreement dated as of May 25, 2005, by and between Company and The David J. Joseph Company (the "Assignment and Assumption Agreement"); (ii) the Railroad Equipment Lease dated October 13, 2004, between The David J. Joseph Company, as lessor, and Martin Marietta Materials, Inc., as lessee, as assigned by The David J. Joseph Company to the Company pursuant to the Assignment and Assumption Agreement; and (iii) the Railroad Equipment Lease dated July 22, 2003, between The David J. Joseph Company (f/k/a Joseph Transportation Service, Inc.), as lessor, and Recycle America Alliance, LLC, as lessee, as amended by Amendment No. 1 dated December 14, 2004, and as assigned by The David J. Joseph Company to the Company pursuant to the Assignment and Assumption Agreement, 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 expense 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. Borrower agrees that the powers of attorney granted herein are coupled with an interest and shall be irrevocable until full, final and irrevocable payment and performance of the indebtedness secured hereby.

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 and its officers, directors, employees or agents 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.

WITNESS the following signatures as of December 20, 2005.

Rail Connection, Inc.

By: 

V.P.  
Its Vice-President

Fifth Third Bank

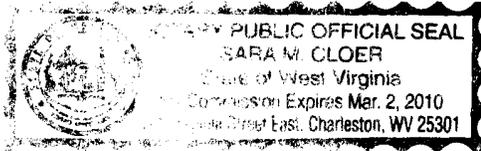
By: 

Jeff A. Vickers  
Its Vice-President

STATE OF WEST VIRGINIA  
COUNTY OF KANAWHA, to-wit:

On December 20, 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)



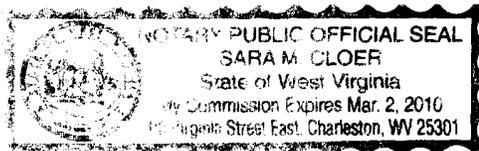
Sara M Cloer  
Notary Public

My commission expires: March 2, 2010

STATE OF WEST VIRGINIA )  
COUNTY OF KANAWHA, to-wit:

On December 20, 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)



Sara M Cloer  
Notary Public

My commission expires: March 2, 2010

**EXHIBIT A**

**SCHEDULE OF RAILCARS**

Thirty-eight (38) railcars, identified as follows:

Sequential No.	Car Initial	Car Number	Sequential No.	Car Initial	Car Number
Five (5) Gondola Railcars			Twenty (20) Covered Hopper Railcars		
1	CUOH	37027	19	DJTX	51101
2	CUOH	38446	20	DJTX	51106
3	CUOH	38592	21	DJTX	51107
4	OHCR	6118	22	DJTX	51110
5	OHCR	6119	23	DJTX	51112
Thirteen (13) Mill Gondola Railcars			24	DJTX	51118
6	JTSX	256	25	DJTX	51119
7	JTSX	257	26	DJTX	51120
8	JTSX	258	27	DJTX	51124
9	JTSX	259	28	DJTX	51125
10	JTSX	260	29	DJTX	51128
11	JTSX	263	30	DJTX	51130
12	JTSX	264	31	DJTX	51132
13	JTSX	265	32	DJTX	51133
14	JTSX	266	33	DJTX	51135
15	JTSX	267	34	DJTX	51140
16	JTSX	268	35	DJTX	51141
17	JTSX	269	36	DJTX	51142
18	JTSX	270	37	DJTX	51154
			38	DJTX	51157