SPILMAN THOMAS & BATTLE, PLLC
ATTORNEYS AT LAW

Direct Dial: (304) 340-3892
E-mail: ahill@spilmanlaw.com

April 7, 2006

RECORDATION NO. 26290-A FILED
APR 11 '06 10-41 AM
SURFACE TRANSPORTATION BOARD

APR 10 2006 RECEIVED

VIA FEDERAL EXPRESS

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) please find two originals of an Assignment of Rents and Leases, dated as of April 6, 2006, between Fifth Third Bank and Rail Connection, Inc., a primary document as defined in the Board's Rules for the Recordation of Documents.

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.
737 Eleanor Industrial Park
Eleanor, WV 25070

A description of the railroad equipment covered by the enclosed document is set forth in the attachment that is attached to the enclosed Assignment of Rents and Leases.

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

Assignment of Rents and Leases.

Also enclosed is a check payable to the order of the Surface Transportation Board covering the required recordation fee.

SPILMAN THOMAS & BATTLE
ATTORNEYS AT LAW

Kindly return a stamped original of the enclosed document to the undersigned in the enclosed self-addressed stamped envelope.

Very truly yours,

Angela F. Hill

Angela F. Hill

AFH/tlh/410085.1
Enclosures

RECORDATION NO 26290-A FILED
APR 11 '06 10-41 AM
SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF RENTS AND LEASES

This Assignment, made this 6th day of April, 2006, is by and between **Rail Connection, Inc.**, a West Virginia corporation with its principal place of business at 737 Eleanor Industrial Park, Eleanor, West Virginia 25070 ("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 April 6th, 2006, 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 one hundred thirty-one (131) rail cars (the "Collateral"), all as more particularly defined and described in the Security Agreement from Borrower to Assignee, dated April 6th, 2006 (the "Security Agreement"), to secure Assignee in payment of a certain promissory note of even date herewith, executed by Borrower in the principal amount of $2,356,000, payable to the order of Assignee (hereinafter sometimes called the "Note"), the payment of any and all renewals or extensions of said Note, however changed in form, manner or amount, and the payment of all Obligations of Borrower to Assignee under the Loan Agreement, reference to which Security Agreement and Loan Agreement are here made for a particular description of the property thereby conveyed, the Note and Obligations 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, Borrower desires to assign to Assignee all sums now due and payable or hereafter to become due

and payable to Borrower under any presently existing or future leases with respect to all or any portion of 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 and sufficiency 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 Obligations 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 Obligations, whether such Obligations 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 payment of all such Obligations is made in full 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 Obligations, 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 the 6th day of April, 2006.

RAIL CONNECTION, INC.

By: _____
W. Kurt Higginbotham
Its: Vice President

FIFTH THIRD BANK

By: _____
Jeff A. Vickers
Its: Vice President

409448

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

On this 6th day of April, 2006, 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.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
TERESA L. HOSKINS
414 FITZHUGH STREET
RAVENSWOOD, WV 26164
My commission expires July 2, 2007

Notary Public

My commission expires: July 2, 2007

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

On this 6th day of April, 2006, 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.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
TERESA L. HOSKINS
414 FITZHUGH STREET
RAVENSWOOD, WV 26164
My commission expires July 2, 2007

Notary Public

My commission expires: July 2, 2007

One hundred thirty-one (131), railcars currently bearing reporting marks:

Fifty-nine (59), 66' mill gondolas:

MVRY	1	MVRY	38	MVRY	60419	MVRY	60443	MVRY	70019
MVRY	2	MVRY	42	MVRY	60420	MVRY	60448	MVRY	70030
MVRY	4	MVRY	44	MVRY	60421	MVRY	60449	MVRY	70036
MVRY	9	MVRY	45	MVRY	60423	MVRY	60452	MVRY	70037
MVRY	10	MVRY	231	MVRY	60425	MVRY	60456	MVRY	70038
MVRY	15	MVRY	233	MVRY	60426	MVRY	60903	MVRY	70041
MVRY	19	MVRY	60401	MVRY	60430	MVRY	70001	MVRY	70042
MVRY	23	MVRY	60403	MVRY	60432	MVRY	70007	MVRY	70047
MVRY	26	MVRY	60406	MVRY	60433	MVRY	70008	MVRY	70050
MVRY	31	MVRY	60407	MVRY	60435	MVRY	70011	MVRY	70051
MVRY	34	MVRY	60409	MVRY	60436	MVRY	70013	MVRY	70053
MVRY	37	MVRY	60415	MVRY	60442	MVRY	70018		

Forty-five (45), 66' flatcars:

DJTX	70069	DJTX	70079	DJTX	70091	JTSX	400003	JTSX	400013
DJTX	70070	DJTX	70080	DJTX	70093	JTSX	400004	JTSX	400014
DJTX	70071	DJTX	70081	DJTX	70095	JTSX	400005	JTSX	400015
DJTX	70072	DJTX	70082	DJTX	70096	JTSX	400006	JTSX	400016
DJTX	70073	DJTX	70084	DJTX	70097	JTSX	400008	JTSX	400017
DJTX	70074	DJTX	70085	DJTX	70098	JTSX	400009	JTSX	400019
DJTX	70076	DJTX	70088	JTSX	400000	JTSX	400010	JTSX	400020
DJTX	70077	DJTX	70089	JTSX	400001	JTSX	400011	JTSX	400022
DJTX	70078	DJTX	70090	JTSX	400002	JTSX	400012	JTSX	400023

Twenty-one (21), 100 ton gondolas:

JTSX	101414	JTSX	101429	JTSX	101435	JTSX	101442	JTSX	101447
JTSX	101416	JTSX	101431	JTSX	101436	JTSX	101443	JTSX	101449
JTSX	101424	JTSX	101433	JTSX	101439	JTSX	101444	JTSX	101452
JTSX	101426	JTSX	101434	JTSX	101441	JTSX	101445	JTSX	101584
JTSX	101427								

Six (6), 100 ton gondolas:

JTSX	101410	JTSX	101428	JTSX	101430	JTSX	101446	JTSX	101448	JTSX	101451