

BAKER & MILLER PLLC

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May 25, 2006

RECORDATION NO. 26362 FILED

VIA HAND DELIVERY

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW
Room 704
Washington, DC 20423-0001
Attn: Recordations Unit

MAY 25 '06 4-44 PM

SURFACE TRANSPORTATION BOARD

RE: Railcar File No. _____
Security Agreement Between The Poca Valley Bank, and Rail Connections, Inc.

Dear Secretary Williams:

I am enclosing herewith an original and three certified true copies of the primary document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. A description of the equipment covered by the document follows hereafter.

Primary Document: The primary document filed herewith is:

Commercial Security Agreement, effective May 2, 2006, between The Poca Valley Bank, 6420 Sissonville Drive, Sissonville, WV 25320 ("Lender") and Rail Connection, Inc. P.O. Box 800, Eleanor, WV 25070 ("Grantor"), granting a purchase money security interest in seventy-five (75) 4000-cubic foot gondola cars bearing reporting marks JOSX and road numbers as set forth in Exhibit A to the Agreement, and a security interest in an assignment of a master lease agreement dated May 25, 2005 (Exhibit B to the Agreement) and in Rider No. 3 thereto dated May 1, 2006 (Exhibit C to the Agreement) covering seventy-five (75) 4000-cubic foot gondola rail cars named therein.

BAKER & MILLER PLLC

May 25, 2006

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The names and addresses of the parties to this primary document are as follows:

Borrower:

Rail Connection, Inc.
P.O. Box 800
Eleanor, WV 25070

Secured Party:

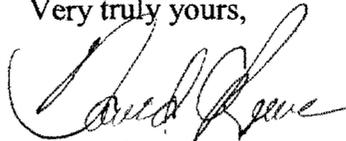
The Poca Valley Bank
Commercial Department
6420 Sissonville Drive
Sissonville, WV 25320

Summary for the index: This primary document is:

A Commercial Security Agreement evidencing a purchase money security interest in seventy-five (75) 4000-cubic foot gondola cars with reporting marks JOSX and road numbers shown on Exhibit A, and a security interest in an assignment of a Master Lease and Rider pertaining to seventy-five (75) 4000-cubic foot gondola cars with reporting marks JOSX, as listed in Exhibit C.

Enclosed please also find the \$34.00 filing fee. Please return all enclosed documents that are not needed by the Board for recordation to the person delivering the filing.

Very truly yours,



David C. Reeves
Attorney for The Poca Valley Bank

cc: Stephen J. Golder, Esq.

COMMERCIAL SECURITY AGREEMENT

Principal \$1,111,171.00	Loan Date 05-02-2006	Maturity 11-02-2006	Loan No 11227	Call / Coll .1763	Account	Officer 282	Initials <i>RM</i>
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Grantor: RAIL CONNECTION, INC (TIN: 35-2163995)
PO BOX 800
ELEANOR, WV 25070

RECORDATION NO. 10302 FILED
MAY 25 '06 4-44 PM

Lender: The Poca Valley Bank
Commercial Dept
6420 Sissonville Drive
PO Box 13456, Sissonville, WV 25360
Sissonville, WV 25320
(304) 984-1997

SURFACE TRANSPORTATION BOARD

THIS COMMERCIAL SECURITY AGREEMENT dated May 2, 2006, is made and executed between RAIL CONNECTION, INC ("Grantor") and The Poca Valley Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

Purchase Money Security Interest in seventy-five (75) 4000 cubic foot gondola cars bearing JOSX reporting mark and road numbers as set forth in Exhibit "A" attached to this Security Agreement

Assignment of Master Lease Agreement dated May 25, 2005 and Rider No. 3 dated May 1, 2006 between Rail Connection, Inc. (Lessor) and The David J. Joseph Company (Lessee) attached to this filing as Exhibit "B" and Exhibit "C" respectively

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of West Virginia, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: 11227

Page 2

on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fourteen (14) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: 11227

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False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the West Virginia Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of West Virginia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of West Virginia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future

COMMERCIAL SECURITY AGREEMENT
(Continued)

transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means RAIL CONNECTION, INC and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means RAIL CONNECTION, INC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means The Poca Valley Bank, its successors and assigns.

Note. The word "Note" means the Note executed by RAIL CONNECTION, INC in the principal amount of \$1,111,171.00 dated May 2, 2006, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

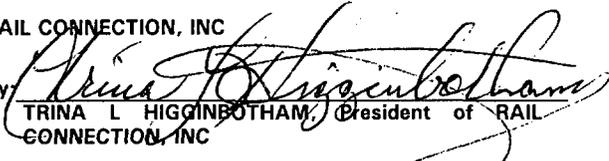
Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

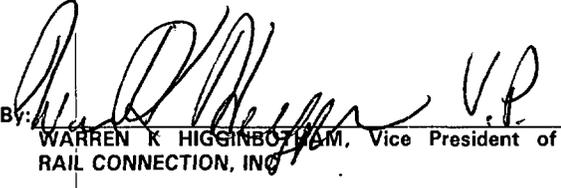
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MAY 2, 2006.

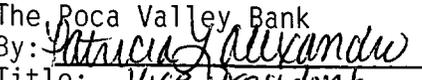
GRANTOR:

RAIL CONNECTION, INC

By: 
TRINA L HIGGINBOTHAM, President of RAIL CONNECTION, INC

By: 
WARREN K HIGGINBOTHAM, Vice President of RAIL CONNECTION, INC

SECURED PARTY:

The Poca Valley Bank
By: 
Title: Vice President

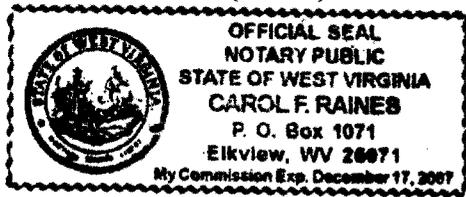
STATE OF WV

)ss:

COUNTY OF KANAWHA

On this 2nd day of May, 2006, before me, personally appeared Trina L Higginbotham, to me personally known, who being by me duly sworn, says that she is the President of Railcar Connection, Inc., and Warren K Higginbotham, to me personally known, who being by me duly sworn, says that he is the Vice President of Railcar Connection, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Carol Raines
Signature of Notary Public

My Commission expires 12/17/07

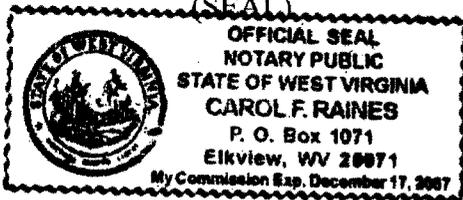
STATE OF WV

)ss:

COUNTY OF KANAWHA

On this 2nd day of May, 2006, before me, personally appeared Patricia L Alexander, to me personally known, who being by me duly sworn, says that she is the Vice President of The Poca Valley Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)



Carol Raines
Signature of Notary Public

My Commission expires 12/17/07

1	JOSX	3712
2	JOSX	1821
3	JOSX	1746
4	JOSX	1787
5	JOSX	1755
6	JOSX	1742
7	JOSX	1754
8	JOSX	1709
9	JOSX	1731
10	JOSX	1776
11	JOSX	1738
12	JOSX	1819
13	JOSX	1711
14	JOSX	1806
15	JOSX	1816
16	JOSX	1801
17	JOSX	1736
18	JOSX	1789
19	JOSX	1747
20	JOSX	1773
21	JOSX	1708
22	JOSX	1780
23	JOSX	3700
24	JOSX	13303
25	JOSX	1805
26	JOSX	1827
27	JOSX	1807
28	JOSX	1714
29	JOSX	1740
30	JOSX	1726
31	JOSX	1798
32	JOSX	1825
33	JOSX	1777
34	JOSX	1737
35	JOSX	1744
36	JOSX	1764
37	JOSX	1706
38	JOSX	4129
39	JOSX	13297
40	JOSX	1745
41	JOSX	1725
42	JOSX	2400
43	JOSX	13259
44	JOSX	3760
45	JOSX	13272
46	JOSX	1783
47	JOSX	2481
48	JOSX	1751
49	JOSX	1795
50	JOSX	1703
51	JOSX	10132

52	JOSX	2483
53	JOSX	13257
54	JOSX	3761
55	JOSX	10169
56	JOSX	2332
57	JOSX	10376
58	JOSX	2334
59	JOSX	13243
60	JOSX	2442
61	JOSX	4032
62	JOSX	4812
63	JOSX	4155
64	JOSX	13191
65	JOSX	2462
66	JOSX	13263
67	JOSX	2473
68	JOSX	3730
69	JOSX	4159
70	JOSX	2422
71	JOSX	4162
72	JOSX	7287
73	JOSX	10176
74	JOSX	2419
75	JOSX	4082

EXHIBIT B

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (the "Agreement") dated as of the 25th day of May, 2005, is entered into among *Rail Connection, Inc.*, a West Virginia corporation ("Lessor"), and *The David J. Joseph Company*, a Delaware corporation ("Lessee").

WITNESSETH:**1. Lease of Cars, Scope and Premise of Agreement.**

(a) Lessor agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the cars (the "Car(s)") to be covered by a Rider (hereinafter so called) in the form attached hereto as Exhibit A, from time to time, which Riders automatically incorporates the applicable terms and conditions of this Agreement. Each such Rider shall set forth the number of Cars, restrictions, if any, to the commodities which may be carried therein or thereon, the rental rate and currency thereof, the term, car marks and numbers, and such other pertinent information that may be desired by both Lessor and Lessee, shall be executed by the Lessor and Lessee.

(b) No party to this Agreement shall have any rights or obligations under any Rider to which it is not a party. Each Rider is a 'stand alone' lease of Cars between a Lessor and a Lessee which automatically incorporates the terms of this Agreement. Further, there shall be no cross-default or cross-acceleration between any Riders (whether or not the parties to such Rider and any other Rider are one and the same). Riders shall not be created which involve any party to this Agreement which has ceased to be an affiliate of either Lessor or Lessee.

2. Delivery and Acceptance.

(a) Lessor will cause each Car to be tendered to the Lessee at such point or points as are set forth in the applicable Rider. Within ten (10) calendar days of such tender, Lessee will cause its authorized inspectors or representatives to inspect the Cars and to complete a Railcar Pre-Lease Inspection Form in the form of Appendix 1 to the applicable Rider, and if such Cars are found to be in good operating order and repair, to accept delivery of such Cars (or so many of such Cars as are acceptable to Lessee) and to execute and deliver to the Lessor an Acceptance Certificate in the form of Appendix 2 to the applicable Rider, signed by an authorized representative of the Lessee acknowledging the delivery of the accepted Cars by Lessor, the conformance of such Cars to the requirements of the Interchange Rules of the Association of American Railroads and the Mechanical Requirements for the Sale Leaseback the form of Appendix 3 of the applicable Rider and the acceptance of the Cars by Lessee; whereupon such Cars shall be deemed to have been delivered to and accepted by the Lessee under this Agreement and shall be subject thereafter to all of the terms and conditions of this Agreement, and such Lessee's certificate shall be absolutely binding upon Lessee.

(b) If any Car is not deemed by Lessee to be in good operating order and repair, Lessee shall so notify Lessor in a writing that specifies the nature of the defect in the Car, and Lessor, at its option, may either (i) repair such Car and immediately upon completion of such repairs the Car shall be subject to all of the terms and provisions of this Agreement; (ii) substitute a piece of equipment that is substantially similar to the acceptable Cars delivered hereunder, in which case such substituted equipment shall be a "Car" and immediately upon Lessee's satisfactory inspection and acceptance of same, such Car shall be subject to all of the terms and provisions of this Agreement; or (iii) delete the

defective Car, in which case the Car so deleted shall not be subject to the terms and provisions of this Agreement.

(c) If Lessee has not notified Lessor of any defect in any Car within ten (10) calendar days of the date such Car was tendered by Lessor, or if Lessee uses any Car prior to delivering a Lessee's certificate of acceptance with respect thereto, on the earlier of the date such Car is used by Lessee or ten (10) calendar days after such tender, such Car or Cars shall be conclusively deemed to be accepted by Lessee and to conform in all respects with the standards of condition and repair set forth in this Agreement.

3. Use.

(a) Lessee agrees, for the benefit of Lessor, to be solely responsible for the use of the Cars and to comply in all respects with all laws or rules of the jurisdictions in which operations involving any Car subject to this Lease may extend including, to the extent Lessee ships or transports any material that is or may be considered a hazardous waste, hazardous substance, hazardous material, toxic, radioactive, noxious, reactive, ignitable, or corrosive substance, pollutant or other regulated material under any applicable law, regulation, or ordinance, all such laws, regulations, rules, ordinances, directives, and guidances applicable to the shipment or transportation of such material. In the event that such laws or rules require any alteration, change, modification or enhancement of any nature whatsoever to the Cars or any Car, Lessee agrees to make such alterations, changes, modifications and enhancements at its own expense and to use, maintain and operate such Cars in full compliance with such laws and rules so long as such Cars are subject to this Lease, provided, however, that Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the sole opinion of Lessor, adversely affect the rights of Lessor in the Cars and hereunder. Lessee agrees to use the Cars in a careful and prudent manner, solely in the use, service and manner for which the Cars were designed.

(b) Lessee shall not ship or transport in the Cars or any Car, any material that is or may be considered a nuclear material except for materials which fall within the definition of Class A waste, as defined in 10 CFR 61.55.

(c) Lessee shall be permitted to place the Cars in interchange service, provided, however, that Lessee shall not suffer or permit the use of the Cars in a manner or for a purpose that is prohibited by or inconsistent with the terms and provisions of this Agreement, and Lessee shall in all events continue to be fully liable and responsible in accordance with the terms and provisions of this Agreement for the possession, use, condition and operation of such Cars, notwithstanding that such Cars are being used in interchange by any third party.

(d) Lessee agrees that the Cars shall not be used outside the United States of America in excess of forty-nine percent (49%) in each calendar year during the Term of this Agreement. In the event any Car is used outside the United States of America for any reason whatsoever, Lessee shall bear full responsibility of and assume any and all costs, duties, loss of tax benefits by Lessor and taxes assessed or incidental to its use in or exportation of any Car to any area outside the United States, and Lessee shall, on demand, promptly reimburse Lessor for any such costs, duties, loss of depreciation, penalties and interest suffered by Lessor on an after-tax basis.

4. **Base Rental.**

Lessee agrees to pay to Lessor the amount of rent specified in the applicable Rider attached hereto (the "Base Rental") in advance on the first day of each calendar month during the term of such applicable Rider, without demand or setoff. The Lessee shall also pay, as additional rent, all such other sums of money as shall become due and payable by Lessee to Lessor under the applicable Rider (the Base Rental and any additional rent due hereunder are sometimes hereinafter referred to as "Gross Rental"). If the Commencement Date (as defined in the applicable Rider) is not the first day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Commencement Date occurs. Such installment or installments so prorated shall be paid in arrears. All past due installments of Gross Rental shall bear interest from date due until paid at two percent (2%) per annum over the prime interest rate for domestic commercial loans as published from time to time in The Wall Street Journal. Lessee shall not be entitled to any abatement of Gross Rental, reduction thereof or setoff against Gross Rental, including, but not limited to, abatements, reductions or setoffs due to or by reason of, any past, present or future claims of Lessee against Lessor under this Agreement or the applicable Rider or otherwise. It is the intention of the parties hereto that Gross Rental and all other amounts payable by the Lessee hereunder are absolute, irrevocable and unconditional and shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Agreement or the applicable Rider.

5. **Depreciation.**

Lessor and Lessee agree that Lessor may negotiate and enter into or refuse to enter into any bilateral agreement with any railroad with respect to storage charges, empty mileage charges, car hire rates, or any other matter affecting the amount of revenue which the Cars are able to earn.

6. **Maintenance.**

(a) Subject to the terms of Section 6 of the applicable Rider, the Lessor shall perform all responsibilities and duties relative to maintenance and servicing of the Cars. Upon written notification by Lessee or any third party to Lessor, Lessor shall, at its expense, arrange, perform, and pay for all maintenance and repairs made necessary by ordinary wear and tear during the Term of the Agreement except for maintenance and repairs to the items outlined in the applicable Rider which are Lessee's responsibility. Lessee shall not repair, or authorize the repair of, any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Association of American Railroads Interchange Rules, the Federal Railroad Administration Rules and Regulations and the Canadian Transportation Agency and Transport Canada regulations governing interchange (together "Interchange Rules") may be performed by railroads or hauling carriers without prior written consent. The amount Lessor will pay for such running repairs shall not be in excess of the schedule of standard costs, in effect at the time the repair is made, provided by the Association of American Railroads, the Federal Railroad Administration and the Canadian Transportation Agency and Transport Canada, respectively.

(b) It is the intent of this Agreement that Lessor shall have all the rights and obligations of an owner of the Cars except for any rights or obligations given or assigned to Lessee herein. Lessor shall have the right, but not the obligation, to conduct such inspections and preventative maintenance programs as Lessor deems necessary. If, as a result of such inspections, repairs that are Lessee's responsibility under Section 6(a) or Section 6 of the applicable Rider hereof are found to be necessary, then Lessee will provide freight and switching services to and from any shop of Lessor's choosing at no cost to Lessor. Lessor will

undertake such programs on a rotation basis, when possible, and in a manner which minimizes the interruptions of service to Lessee.

(c) Lessee shall not make any alteration, improvement or addition to any Car without the prior written consent of Lessor.

(d) Lessee shall be responsible for the cost of and pay for all repairs necessary as a result of damage to a Car and any damage caused by cornering, sideswiping, derailment, improper or abusive loading or unloading methods, unfair usage or similar occurrences while under this Agreement, whether such damage to a Car is direct, indirect, incidental or consequential, but excluding the maintenance and repairs made necessary by ordinary wear and tear which is the Lessor's responsibility as provided in Section 6(a) herein. Lessee shall promptly notify Lessor of the location and condition of any Car which has been damaged or destroyed and shall thereafter continue to give Lessor any additional information which the Lessor has a need to obtain about such Car. If, as a result of repairs that are Lessee's responsibility under Section 6(a) and this Section 6(d) are found to be necessary, then Lessee will provide freight and switching services to and from any shop of Lessor's choosing at no cost to Lessor. Lessee shall pass through to Lessor any payment received by Lessee from any third parties as reimbursement for costs or expenses which are the responsibility of Lessor pursuant to this Agreement.

(e) Notwithstanding anything herein contained, Lessor may notify Lessee that it is withdrawing from this Agreement any Car which, in the opinion of Lessor, has been destroyed, damaged or needs repairs in excess of its economic value, whereupon this Agreement will terminate as to such withdrawn Car; provided, however, Lessor may, with Lessee's consent, substitute a Car of like specifications, for such withdrawn Car, in which case all of the terms and conditions of this Agreement shall apply to the substituted Car.

7. Loss, Damage or Destruction.

(a) In the event that any of the Cars shall be lost, stolen, worn out, damaged beyond economic repair or destroyed, either as a result of the acts of any of Lessee's employees, agents or customers or from any commodity or other material loaded therein or thereon (hereinafter referred to as a "Casualty Occurrence"), Lessee shall promptly notify Lessor upon receipt by Lessee of knowledge of such loss, theft, damage or destruction, and Lessee agrees to compensate Lessor for such loss, theft, damage or destruction to such Car in the following manner: Lessee shall, within thirty (30) days after an appropriate invoice is presented to Lessee by Lessor, pay to Lessor: a) an amount equal to the casualty settlement value ("Casualty Settlement Value") as set forth in Section 7 of the applicable Rider (unless the railroads transporting the Cars have assumed full responsibility for such loss, theft, damage or destruction, or unless such loss, theft, damage or destruction results from the negligence of Lessor, its agents or employees).

(b) In the event any Car has suffered a Casualty Occurrence, Base Rental shall continue until Lessor has received the Casualty Settlement Value. In the event, any Car is reported to be bad ordered and Lessor elects to permanently remove such Car from Lessee's service rather than have such Car taken to a car shop for repairs, the Base Rental with respect to such Car shall terminate upon receipt by Lessor of notification that such Car was bad ordered. Upon Lessee's consent, Lessor may substitute for any such Car another car of the same type, size and earning capacity. The Base Rental with respect to such substituted Car shall commence upon delivery to and acceptance by Lessee of such substituted Car as provided in Section 2.

(c) Upon request and at the direction of the Lessee, the Lessor shall issue a bill of sale for any Car which has suffered a Casualty Occurrence and the compensation required pursuant to Section 7(b) was

paid by the Lessee, Lessor shall convey title to the Lessee free and clear of all liens and encumbrances arising through the Lessor.

(d) Lessee will, at its expense, carry insurance with respect to all of the Cars (and the use and operation thereof) at all times in such amounts and with respect to such risks as are described in the applicable Rider. **Lessee must furnish certificates, policies, or endorsements to Lessor as proof of such insurance.** Lessee shall, on or before the expiration date of the current certificates, policies, or endorsements, provide Lessor with renewal certificates, policies, or endorsements. The proceeds of any fire, theft and extended coverage insurance with respect to the Cars shall be payable solely to Lessor and shall be applied by Lessor in accordance with this Section 7. Such policies shall name Lessor as loss payee. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. All such liability insurance shall name Lessor as an additional insured. All policies, whether property damage or liability, shall require the insurer to give Lessor at least ten (10) days prior written notice of any cancellation or modification of such insurance.

(e) Lessor will, at its expense at its own expense, provide and keep in full force and effect during the term of this Agreement the kinds and minimum amounts of insurance set forth in the applicable Rider. **Lessor must furnish certificates, policies, or endorsements to Lessee as proof of such insurance. Insurance certificates must name Lessee as certificate holder and additional insured.** All policies, whether property damage or liability, shall require the insurer to give Lessee at least ten (10) days prior written notice of any cancellation or modification of such insurance.

8. Liability.

(a) Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, and Lessee agrees to assume financial responsibility for, to indemnify Lessor against, and to save it harmless from any such loss or damage except for any loss of or damage to commodities due to Lessor's negligence or willful misconduct.

(b) Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the Cars as well as loss of or damage to any Car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to the Association of American Railroads Rules for Interchange.

9. Indemnity.

Except to the extent attributable to any breach of Lessor's Maintenance and Repair Obligations, Lessee agrees to indemnify, defend and hold Lessor harmless from and against all losses, liabilities, claims, damages, obligations, demands, expenses (including without limitation, the reasonable cost of investigating and defending against any claim for damages), fines or penalties which may at any time be imposed upon, incurred by or asserted or awarded against Lessor arising out of or in connection with (i) the use, operation, possession or storage of the Cars during the term of this Agreement or (ii) any present or future applicable law, rule or regulation, including without limitation, common law and environmental law, arising from, asserted in connection with, or otherwise related to the release, removal or disposition, whether intentional or unintentional, of any materials from or placed in a Car during the Term of this Agreement or any applicable Rider hereto, excepting, however, any losses, liabilities, claims, damages, obligations, demands, expenses, fines or penalties (x) which accrue with respect to any of the Cars while such Car is in a repair shop designated by Lessor undergoing Lessor responsibility repairs; (y) which are attributable to the

negligence or willful misconduct of Lessor, its agents or employees; or (z) for which a railroad or railroads have assumed full responsibility, including investigating and defending against any claim for damages. Notwithstanding anything to the contrary hereinabove, the obligations of the Lessee in respect of United States and Canadian taxes are stated solely in Section 14 hereof.

10. Markings.

At the time of delivery of the Cars by Lessor to Lessee, Lessor will have the Cars plainly marked according to AAR Interchange Rules with the identification marks owned or controlled by Lessor or Lessee. No other lettering or marking of any kind shall be placed upon any of such Cars by Lessee except with the prior written consent of Lessor, which shall not be unreasonably withheld. Should Lessee receive such consent, Lessee is responsible for all charges associated with such requested lettering or marking during the Term of any applicable Rider hereto and Lessee is responsible for all charges associated with restenciling and retagging upon return of the Cars at the end of the Term of any applicable Rider hereto, unless otherwise specified in the Rider.

11. Transfer or Assignment.

(a) Lessee shall make no transfer, sublease, or assignment of its interest under this Agreement in and to the Cars without Lessor's prior written consent, provided, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under all conditions and terms of this Agreement or any applicable Rider hereto. Lessee shall not sublease said Cars, under any circumstances without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, that Lessee shall not be required to obtain Lessor's consent or permission to sublease to, or otherwise permit use by, Lessee's corporate affiliates.

(b) This Lease is freely assignable by Lessor, in whole or in part, and upon delivery to Lessee of notice of any assignment, the term "Lessor" as used herein shall refer to such assignee, and Lessor shall thereafter be relieved of all of its liabilities and obligations under this Lease. In the event of any such assignment by Lessor, Lessee agrees to execute such instruments or consents as may be necessary or required in order to carry out the intent of this paragraph (b).

(c) Except as specifically provided herein, no right, title or interest in any of the Cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the Cars, except the right to use the Cars in accordance with the terms of this Agreement.

12. Default and Remedies.

(a) If Lessee shall fail to perform any of its obligations under a Rider (and hereunder to the extent applicable to such Rider), and such failure shall continue for ten (10) days after written notice for a failure to make a payment of Gross Rental, or thirty (30) days after written notice as to any other failure (or such longer period, in no event to exceed sixty (60) days, as may reasonably be necessary to cure such failure, provided Lessee shall, prior to the end of the first thirty (30) days, and shall at all times thereafter continue to use its reasonable efforts with all due diligence to cure such failure) then Lessor at its election may either (a) declare all unpaid Gross Rental under this Agreement as to the applicable Rider to be immediately due and payable; (a) terminate this Agreement as to the applicable Rider as to any or all Cars without relieving Lessee of any of its obligations hereunder; (c) take possession of the Cars and for this purpose enter upon any premises of Lessee and remove the Cars, without any liability or suit, action or other proceeding by Lessee and without relieving Lessee of any of its obligations hereunder; (d) cause Lessee, at its sole expense, to promptly return the Cars to Lessor in accordance with the terms and

provisions of Section 13 hereof; (e) proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement as to the applicable Rider or to recover damages for the breach thereof; or (f) exercise any other right available to Lessor at law or in equity. It is expressly understood that Lessor at its option may terminate this Agreement (as to the Riders to which the Lessor and Lessee are parties) in the event that a petition in bankruptcy or a petition for a trustee or receiver be filed by Lessee or against Lessee (if any such petition against Lessee is not withdrawn within 60 days) or in the event that Lessee shall make an assignment for the benefit of its creditors.

(b) If Lessor shall fail to perform any of its obligations hereunder, and such failure shall continue for thirty (30) days after written notice (or such longer period, in no event to exceed sixty (60) days, as may reasonably be necessary to cure such failure, provided Lessor shall prior to the end of the first thirty (30) days and shall at all times thereafter continue to use its reasonable efforts with all due diligence to cure such failure) then Lessee at its election may terminate this Agreement immediately as to the applicable Rider. It is expressly understood that Lessee at its option may terminate this Agreement (as to the Riders to which the Lessor and the Lessee are parties) in the event that a petition in bankruptcy or a petition for a trustee or receiver be filed by Lessor or against Lessor (if any such petition against Lessor is not removed within 60 days) or in the event that Lessor shall make an assignment for the benefit of its creditors.

13. Return Conditions; Cleaning; Renewal.

(a) At the expiration of each Rider hereto, or at the direction of Lessor pursuant to Section 12 of this Agreement, Lessee shall forthwith deliver possession of the Cars to the Lessor. Each Car returned to the Lessor pursuant to this Section 13 shall: (i) be empty, clean, free from debris, lading, residue of lading, suitable for loading, and in the same or better operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted; (ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, the Surface Transportation Board, the Department of Transportation, and any other legislative, administrative, judicial, regulatory or governmental body having jurisdiction in the matter, provided, however, that the Lessee shall have no responsibility to remedy any item which was the responsibility of Lessor pursuant to Section 6 of this Agreement; (iii) be free from any damage due to the abuse of the Car as specified in Sections 6 and 7 hereto, including but not limited to, damage due to the installation, maintenance, repair and removal of lids, if applicable; and (iv) be jointly inspected by representatives of Lessor and Lessee. If any Car is not delivered to Lessor on or before the applicable Expiration Date, or is so delivered, but not in compliance with Sections 6 and 7, and this Section 13, such Car shall remain on rental and obligations of Lessee under this Lease with respect to such Car shall remain in full force and effect, provided, however, that in the further event that any Car is not delivered to Lessor or is delivered to Lessor, but not in compliance with Sections 6 and 7, and this Section 13 within thirty (30) calendar days after the applicable Expiration Date, the Base Rental for such Car shall, upon the expiration of such thirty (30) day period, be set at one and one-half times the Base Rental. Nothing in this Section 13 shall be construed as Lessor's authorization of the Lessee's use of the Cars, or any Car, after the applicable Expiration Date. Notwithstanding the provisions set forth in this paragraph, if any Car delivered to Lessor is contaminated due to the movement of hazardous materials and Lessee's obligation to clean such Car fails to remove the hazardous material from the Car, then such Car shall be deemed to have suffered a Casualty Occurrence and Lessee shall be obligated to pay to Lessor the Casualty Settlement Value, as set forth in the applicable Rider, for such Car.

(b) For the purpose of delivering possession of the Cars to the Lessor as above required, Lessee shall, at Lessee's expense, (i) place the Cars upon such storage tracks as Lessor may reasonably designate for marshaling and joint inspection; and (ii) transport the Cars to any place reasonably directed by Lessor.

Lessee's obligations in this Section 13 shall survive the Termination Date of this Agreement. The assembly, delivery and transporting of the Cars as hereinbefore provided shall be at the cost, expense and risk of Lessee and are of the essence of this Agreement, and upon application to any court of equity having jurisdiction in the matter, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to assemble, deliver and transport the Cars.

(e) Without in any way limiting the obligation of Lessee under the provisions of this Section 13, Lessee hereby irrevocably appoints Lessor as the agent and attorney of Lessee, with full power and authority, at any time, while the Lessee is obligated to deliver possession of any of the Cars to Lessor, to demand and take possession of such Cars in the name and on behalf of Lessee from whomsoever shall be at the time in possession of such Cars. In connection therewith, Lessee will supply Lessor with such documents as Lessor may reasonably request.

(f) Sixty (60) days prior to the end of the Expiration Date of each applicable Rider, Lessor and Lessee will use its best efforts to make a determination on renewal of the Rider.

14. Taxes.

(a) Lessee agrees to assume responsibility for and to pay any applicable United States property taxes levied upon the Cars, any provincial or state sales, or use, or any other applicable taxes resulting from the lease or use of the Cars (but excluding such taxes that arise solely out of the ownership of the Cars by the Lessor), provided, however, that Lessee shall not be required to pay the same so long as Lessee shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof and Lessor's rights and interests in such Cars shall not be endangered.

(b) Without limiting the foregoing and in contemplation of taxes in existence as of the date hereof, the Lessee shall have no responsibility to pay any federal, provincial, state or local taxes i) on or measured by Lessor's gross or net income, ii) United States 'doing business' or franchise taxes, or iii) Canadian federal large corporations tax or provincial capital taxes.

(c) In the event that the Lessor causes or creates the existence of a 'permanent establishment' for itself in the other contracting state within the meaning of the U.S. Canada Income Tax Convention in effect as of May 21, 1997, Lessor shall advise Lessee thereof forthwith. The Lessee shall not be responsible for any additional taxes which may arise due to the existence of such permanent establishment.

15. Security Arrangements, Recordation, Bankruptcy Protection.

(a) It is understood that some of the Cars furnished to Lessee under Riders to this Agreement and Lessor's rights under this Agreement, in respect of such Riders, may at the time of delivery to Lessee or at some future time during the Term of this Agreement and the Term of any applicable Rider hereto, be subject to the terms of a mortgage, deed of trust, equipment trust, pledge or assignment or similar security arrangement. Lessee agrees that the Cars may be stenciled or marked, at Lessor's expense, to set forth the ownership of any such Cars in the name of a mortgagee, trustee, pledgee, assignee or security holder. As to the Cars subject hereto, some or all of the Riders and the Gross Rental thereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each Car; provided, however, that until notified in writing to the contrary by any person reasonably proving to the Lessee's satisfaction that he is the assignee of such Riders or such Gross Rental, the Lessee is to pay Gross Rental to the order of Lessor. Lessee hereby consents to and accepts such assignments provided that such consent or acceptance shall in no way increase or change the rights (including the right to quiet enjoyment and peaceable possession), obligations, duties or legal position of Lessee. Subject to the immediately

preceding sentence, Lessee agrees that no claim or defense which Lessee may have against Lessor shall be asserted or enforced against any assignee of this Agreement.

(b) The Lessor(s) may, at their own expense but with the cooperation of the applicable Lessee(s), cause memoranda or summaries of this Agreement, or any Rider, to be i) filed with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the *United States Code* and / or Section 105 of the *Canada Transportation Act*. Further, in the event that Mexico adopts a system reasonably similar to the foregoing, the Lessee(s) agrees to cooperate in the filing or recordation, by the Lessor, of evidence of this Agreement or any Rider. The Lessee(s) shall have no obligation with respect to recordation under any other federal, state, provincial or local system and in particular, no obligation to remove any liens of record which may exist on any such system.

(c) It is the intent of the parties that the Lessor shall be entitled to the benefits of either Section 1168 of Title 11 of the *United States Code* or Section 106(5) of the *Canada Transportation Act*, dependent upon which Lessee is party to any particular Rider, with respect to the right to repossess any Car as provided in Section 12 hereof.

16. Modifications.

(a) The Lessee, at its own cost and expense, may furnish additions, modifications and improvements to any Car during the Term of any applicable Rider, provided that such additions, modifications and improvements are i) readily removable without causing material damage to such Car and ii) do not diminish its utility, value or economic life.

(b) In the event the U.S. Department of Transportation (and when Lessor or Lessee is a party to an applicable Rider, any requirements of Transport Canada), or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires the addition of, modification to or in any manner adjustment of any Cars subject to this Agreement in order to qualify them for operation in railroad interchange, then (b) & (c) or (d) shall apply.

(c) Lessee shall be responsible for all charges and costs incurred in shipping the Cars for required modifications, including switching charges.

17. Lessor's Right of Substitution.

It is understood that Lessor shall have the right, but shall not be obligated, under this Agreement and the Riders, to substitute for any Car another car of the same type and capacity with the prior consent of Lessee, which shall not be unreasonably withheld, and the Base Rental with respect to the substituted Car shall commence upon delivery to and acceptance by Lessee of such substituted Car as provided in Section 2.

18. Miscellaneous.

(a) This Agreement and any applicable Rider hereto exclusively and completely states the rights of the Lessor and the Lessee with respect to the Cars and supersedes all other agreements, oral or written, with respect to the Cars. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of Lessor and Lessee.

(b) This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

(c) The terms of this Agreement and any applicable Rider hereto and all rights and obligations hereunder shall be governed by the substantive internal laws of the State of Ohio. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the remaining provisions hereof.

(d) No recourse shall be had in any respect of any obligation due under this Agreement, or referred to herein, against any incorporator, stockholder, director or officer (past, present or future) of the Lessee or Lessor.

(e) Lessee agrees to execute and deliver such other documents and instruments as may be reasonably necessary or required to further evidence the transaction contemplated by, or to carry out the intent of this Agreement.

(f) Nothing contained herein shall give or convey to Lessee any right, title or interest in and to the Cars leased hereunder except as a lessee thereof, and the Cars are and shall at all times be and remain the sole and exclusive property of Lessor.

(g) Any cancellation or termination of this Lease by Lessor, pursuant to the terms and provisions hereof, or any schedule, supplement, rider or amendment hereto, or any termination of the Term by lapse of time, shall not release Lessee from any then outstanding obligations and/or duties to Lessor hereunder.

(h) Time is of the essence of this Agreement.

(i) Except for Lessee's obligation to continue paying rent, and notwithstanding anything contained in this Agreement to the contrary, Lessee and Lessor shall not be liable for failure to perform any of their obligations herein or in any applicable Rider contained by reason of labor disturbances (including strikes and lockouts), war, terrorism, riots or civil commotion, acts of God, fires, floods, explosions, storms, accidents, governmental regulations or interference, or any cause whatsoever beyond Lessee's or Lessor's reasonable control.

(j) To the extent there exists any conflict between the terms and provisions of this Agreement and any applicable Rider hereto and the terms and provisions of the Interchange Rules or the Codes of Car Hire and Car Service Rules of the Association of American Railroads, this Agreement shall control.

(k) Lessee hereby authorizes Lessor to access UMLER and receive all information thereon with respect to the Cars, or the use and operation thereof, together with all other information as may be available from the Association of American Railroads, and Lessee agrees to execute such instruments or consents as may be necessary or required in order to carry out the intent of this paragraph (k).

(l) All notices and other communications required to be made upon any party hereto, or pursuant to a Rider, shall be made in writing and shall be personally delivered by facsimile or by prepaid next day air courier service and shall be effective on the next business day at the following addresses and such addresses which may be specified in such Rider:

Lessor: Rail Connection, Inc.
P.O. Box 1059
Poca, West Virginia 25159
Attention: Kurt Higginbotham
Telephone: (304) 755-8007
Facsimile: (304) 755-7084

Lessee: The David J. Joseph Company
300 Pike Street
Cincinnati, OH 45202
Attr: Director, Contract Administration
Telephone: (513) 419-6061
Facsimile: (513) 419-6221

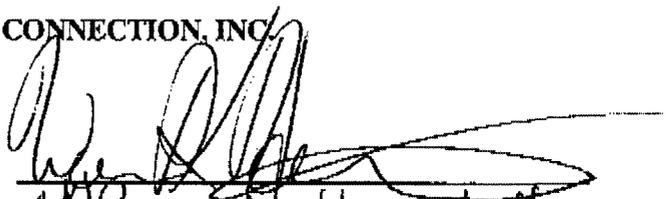
(m) The term 'business day,' as used herein, means any day except a Saturday, Sunday or other day on which commercial banks in the State of Ohio are authorized to close.

THE REMAINDER OF THIS PAGE PURPOSELY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have duly executed this Agreement as of the day and year first above written.

LESSOR

RAIL CONNECTION, INC

By: 
 Name: Warren K. Haggabotham
 Title: V.P.

LESSEE

THE DAVID J. JOSEPH COMPANY

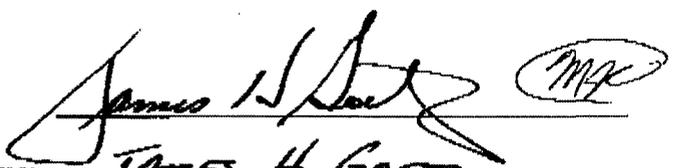
By: 
 Name: JAMES H. GOETZ
 Title: EXEC VP + CFO

EXHIBIT C

**RIDER NO. 3
TO THE MASTER LEASE AGREEMENT
BETWEEN
RAIL CONNECTION, INC. ("LESSOR")
AND
THE DAVID J. JOSEPH COMPANY ("LESSEE")**

This **RIDER NO. 3** (the "Rider"), is dated as of May 1, 2006, and is made a part of that certain **MASTER LEASE AGREEMENT** ("Agreement") dated May 25, 2005, among *Rail Connection, Inc.*, a West Virginia corporation (hereinafter referred to as "Lessor"), and *The David J. Joseph Company*, a Delaware corporation ("Lessee").

WHEREAS, all capitalized terms defined in the Agreement shall have the same meanings defined therein when used in this Rider, except that the term "Cars" as used herein shall only refer to the equipment described in this Rider.

WHEREAS, this Rider is a *Full Service Lease* with *Rail Connection, Inc.*, as the Lessor.

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee the seventy-five (75), 4000 cubic foot gondola railcars specified in Appendix 2 attached hereto ("Cars"), under the terms and conditions stated in the Agreement and in this Rider as follows:

1. **Lease of Cars, Scope and Premise of Agreement.** Agreement applies.
2. **Delivery and Acceptance.** The delivery point shall be the Appalachian Railcar Services shop located in Bills Creek, West Virginia. Lessor shall be responsible to pay the first \$450.00 in freight out of the shop.
3. **Use.** Agreement applies. Lessee intends to use the Cars to haul scrap.
4. **Rent and Term.**

The Base Rental for this Rider shall be \$385.00 per Car, per month, payable in advance monthly, plus \$.02 per mile for each mile traveled in excess of 25,000 miles per Car, per year.

The Term of this Rider is sixty (60) months commencing on the date upon which Lessee accepts or uses the Cars, or any Car, as provided in Section 3 herein (the "Commencement Date"), and ending for all Cars on the last day of the sixtieth full calendar month following the acceptance of the last Car under this Rider (the "Expiration Date"), or the date upon which all of Lessee's obligations hereunder have been met (the "Termination Date"), whichever is later. Following the Expiration Date, this Rider shall continue on a month-to-month basis until cancelled by either party with thirty (30) days prior written notice. Thereafter, the thirtieth (30th) day shall be considered the Expiration Date.

(a) **Purchase Option.** Thirty (30) days prior to the Expiration Date, Lessee shall provide written notice to Lessor of whether or not Lessee intends to exercise its purchase option. Upon the Expiration Date of this Rider, Lessee shall have the option to purchase all, but not less than all, of the Cars from Lessor. Such purchase shall be "as is", "where is" and the purchase price for the Cars shall be five thousand five hundred dollars (\$5,500.00) per Car ("Purchase Price").

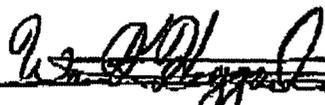
5. **Depreciation.** Agreement applies.
6. **Maintenance.** The maintenance for the Cars subject to this Rider shall be on a Full Service basis and subject to Section 6(a) of the Agreement, except for maintenance and repairs to the car body which shall be the Lessee's responsibility. Additionally, Lessee agrees to pay for any freight and switching charges from any shop due to any repairs made necessary under this Section 6.
7. **Loss, Damage or Destruction.** The Casualty Settlement Value for the Cars subject to this Rider shall be as follows:

Commencement Date through Month 12	\$22,500
Month 13 through Month 24	\$18,875
Month 25 through Month 36	\$15,250
Month 37 through Month 48	\$11,625
Month 49 through Month 60	\$ 8,000
8. **Liability.** Agreement applies.
9. **Indemnity.** Agreement applies.
10. **Markings.** Section 10 (a) of the Agreement shall apply.
11. **Transfer or Assignment.** Agreement applies.
12. **Default and Remedies.** Agreement applies.
13. **Return Conditions; Cleaning; Renewal.** Agreement applies.
14. **Taxes.** Agreement applies.
15. **Security Arrangements, Recordation, Bankruptcy Protection.** Agreement applies.
16. **Modifications.** Agreement applies.
17. **Lessor's Right of Substitution.** Agreement applies.
18. **Miscellaneous.** Agreement applies.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed and effective as of the day and year first above written.

LESSOR

RAIL CONNECTION, INC.

By: 

Name: Warren K. Higginbotham

Title: Vice President

LESSEE

THE DAVID J. JOSEPH COMPANY

By: 

Name: Everett N. Maran

Title: Assistant Secretary

**APPENDIX 1
TO RIDER NO. 3 OF MASTER LEASE AGREEMENT
DATED
MAY 1, 2006**

ACCEPTANCE CERTIFICATE

The undersigned, _____, the duly authorized representative of The David J. Joseph Company (the "Lessee"), hereby certifies to Rail Connection, Inc., ("Lessor") that the _____ railcars bearing reporting marks _____ (the "Cars") have been delivered to Lessee, have been inspected and meet all regulatory requirements, and are in all respects acceptable to Lessee. This certificate is being delivered pursuant to Section 2 of Rider No. 3 dated _____, 2006, of that certain Master Lease Agreement dated May 25, 2005, by and between the Lessee and Lessor.

IN WITNESS WHEREOF, the undersigned does hereunto set his hand as of this _____ day of _____, 2006, on behalf of the Lessee.

LESSEE:

THE DAVID J. JOSEPH COMPANY

By: _____

Print Name: _____

Print Title: _____

**APPENDIX 2
TO RIDER NO. 3 OF MASTER LEASE AGREEMENT
DATED
MAY 1, 2006**

Seventy-five (75), 4000 cubic foot gondola railcars bearing reporting marks:

JOSX	1703
JOSX	1706
JOSX	1708
JOSX	1711
JOSX	1714
JOSX	1725
JOSX	1726
JOSX	1731
JOSX	1736
JOSX	1737
JOSX	1738
JOSX	1740
JOSX	1742
JOSX	1744
JOSX	1745
JOSX	1746
JOSX	1747
JOSX	1751
JOSX	1754
JOSX	1755
JOSX	1764
JOSX	1773
JOSX	1776
JOSX	1777
JOSX	1779
JOSX	1780
JOSX	1783
JOSX	1787
JOSX	1789
JOSX	1795
JOSX	1798
JOSX	1801
JOSX	1805
JOSX	1806
JOSX	1807
JOSX	1816
JOSX	1819
JOSX	1825
JOSX	1827
JOSX	2332
JOSX	2334
JOSX	2400

JOSX	2419
JOSX	2422
JOSX	2442
JOSX	2462
JOSX	2473
JOSX	2481
JOSX	2483
JOSX	3700
JOSX	3712
JOSX	3730
JOSX	3760
JOSX	3761
JOSX	4032
JOSX	4082
JOSX	4094
JOSX	4155
JOSX	4159
JOSX	4162
JOSX	4812
JOSX	7287
JOSX	10132
JOSX	10169
JOSX	10176
JOSX	10376
JOSX	13191
JOSX	13233
JOSX	13243
JOSX	13257
JOSX	13259
JOSX	13263
JOSX	13272
JOSX	13297
JOSX	13303