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Commitment to Excellence  
**SMITH HOOD PERKINS**  
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DAYTONA BEACH, FL 32115

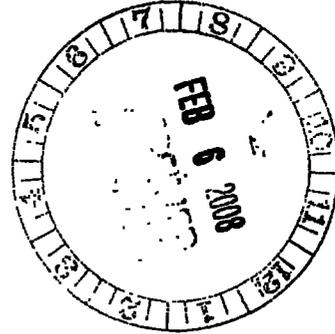
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HARRY G. MCCONNELL  
FRANK J. YONG  
Of Counsel

February 1, 2008

**VIA FEDERAL EXPRESS**  
**DOCUMENTS FOR RECORDATION**

Secretary  
Surface Transportation Board  
Washington, DC 20423  
Attention: Recordation



RECORDATION NO. 27370-A FILED

Re: Fifth Third Bank loan to C.K. Industries, Inc.

FEB 07 '08

**2-40 PM**

Dear Secretary:

**SURFACE TRANSPORTATION BOARD**

Enclosed for recordation in your office as a primary document pursuant to the provisions of 49 U.S.C. §11303 is an original Security Agreement and a notarized copy of the same, and enclosed for recordation in your office as a secondary document is an original Collateral Assignment of Rents and Leases and a notarized copy of the same, both dated as of June 13, 2007, and both between Fifth Third Bank, 200 E. Robinson Street, Suite 800, Orlando, Florida 32801, and C.K. Industries, Inc., P.O. Box 87, DeLand, Florida 32721.

The enclosed Security Agreement and the enclosed Collateral Assignment of Rents and Leases secure Fifth Third Bank's interest in the following identified property:

**“Sixty-five (65) New Trinity 2400 cubic foot, 114-ton, 286,000 lb. Gross Rail Load, 3 compartment open hopper rail cars, with the following road numbers:**

**MMAX 101, MMAX 102, MMAX 103, MMAX 104, MMAX 105, MMAX 106, MMAX 107, MMAX 108, MMAX 109, MMAX 110, MMAX 111, MMAX 112, MMAX 113, MMAX 114, MMAX 115, MMAX 116, MMAX 117, MMAX 118, MMAX 119, MMAX 120, MMAX 121, MMAX 122, MMAX 123, MMAX 124, MMAX 125, MMAX 126, MMAX 127, MMAX 128, MMAX 129, MMAX 130, MMAX 131, MMAX 132, MMAX 133, MMAX 134, MMAX 135, MMAX 136, MMAX 137, MMAX 138, MMAX 139, MMAX 140, MMAX 141, MMAX 142, MMAX 143, MMAX 144, MMAX 145, MMAX 146, MMAX 147, MMAX 148, MMAX 149, MMAX 150, MMAX 151, MMAX 152, MMAX 153, MMAX 154, MMAX 155,**

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Secretary  
Surface Transportation Board  
February 1, 2008  
Page 2 of 2

**MMAX 156, MMAX 157, MMAX 158, MMAX 159, MMAX 160, MMAX 161, MMAX 162, MMAX 163, MMAX 164, and MMAX 165.”**

The Security Agreement secures Fifth Third Bank's lien upon the 65 railroad cars identified therein.

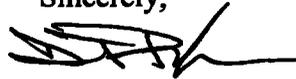
The Collateral Assignment of Rents and Leases secures Fifth Third Bank's right, upon an event of default, to collect any payments for the rental of the 65 railroad cars identified therein.

Also enclosed is a check in the amount of \$70.00 for the cost of the above-requested recordings. Once these documents have been recorded, please return them to:

D.J. Roedger, Esq.  
Smith, Hood, Perkins, Loucks, Stout, Bigman, Lane & Brock, P.A.  
P.O. Box 15200  
Daytona Beach, FL 32115

Thank you for your time and consideration in this matter.

Sincerely,



D.J. Roedger  
Attorney for Fifth Third Bank

Enclosures as stated

This instrument prepared by  
and return after recording to:

Jeffrey P. Brock  
Smith, Hood, Perkins, Loucks, Stout, Bigman, Lane & Brock, P.A.  
P. O Box 15200  
Daytona Beach, FL 32115

RECORDATION NO. 27370-A FILED

FEB 07 '08

2-40 PM

SURFACE TRANSPORTATION BOARD

## COLLATERAL ASSIGNMENT OF RENTS AND LEASES

**ASSIGNOR:** C.K. Industries, Inc., a Florida corporation  
Post Office Box 87  
DeLand, Florida 32721

**ASSIGNEE:** Fifth Third Bank, a Michigan banking corporation  
200 E. Robinson Street, Suite 800  
Orlando, Florida 32801

**FOR VALUE RECEIVED**, the undersigned, herein referred to as "Assignor", do hereby assign to Fifth Third Bank, a Michigan banking corporation, the "Assignee", its entire interest and position as lessor by virtue of its ownership in the property (both oral and written) hereafter made or existing, including, but not limited to that certain Lease Agreement dated February 1, 2007 by and between C.K. Industries, Inc. as Lessor and Martin Marietta Materials, Inc., as Lessee, hereinafter collectively referred to as "Leases" with respect to all or any part of the premises described as:

### ***SEE ATTACHED EXHIBIT "A"***

The Assignor does hereby empower the Assignee, its agents, or attorneys to collect, sue for, settle, compromise, and give acquittances for all of the rents that may become due under said Leases and avail itself of and pursue all remedies for the enforcement of said Leases and Assignor's rights in and under said Leases as the Assignor might have pursued but for this Assignment.

The Assignor warrants that it is the sole owner of the entire lessor's interest in the Lease; that the Lease is or will be valid and enforceable and have not been altered, modified or amended in any manner whatsoever from the form of Lease or Leases submitted by Assignor to Assignee and approved by Assignee; that no party is in default under any of the terms, covenants or conditions in any of the Leases; that no rent reserved in the Leases has been assigned or anticipated; and that no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same is due under the terms of the Leases.

With respect to any new Leases entered into after the date hereof, the Assignor warrants that as of that time (i) that Assignor has not heretofore assigned or pledged that same or any interest therein, (ii) that no rent has been paid by any of the lessees for more than **two (2) months in advance**, and (iii) that the payment of none of the rents to accrue under said Leases had otherwise discharged or compromised by the Assignor directly or indirectly by assuming any lessee's obligations with respect to other premises.

The Assignor agrees:

a. That said Lease shall remain in full force and effect irrespective of any merger of the interest of the lessors and lessee thereunder; and

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b. That if the Lease provided for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the Assignor, through insurance coverage provided by Lessee, shall furnish rental insurance to the Assignee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Assignee; and

c. Except in the ordinary course of business, not to terminate, modify, or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification, or amendment of said Leases without such written consent shall be null and void; and

d. Not to collect any of the rent, income, and profits arising or accruing under said Leases for more than two (2) months in advance of the time when the same become due under the terms thereof; and

e. Not to discount any future accruing rents; and

f. Not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder; and

g. To perform all of Assignor's covenants and agreements as lessor or under said Leases and not to suffer or permit to occur any release of liability of the lessees, or any rights to the lessees to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to said Leases received from the lessees thereunder; and to furnish Assignee with complete copies of said notices; and

h. If so requested by the Assignee, to enforce said Leases and all remedies available to the Assignor against the lessees, in case of default under Leases by the lessees; and

i. That none of the rights or remedies of the Assignee under the Security Agreement from the Assignor to the Assignee of even effective date herewith (the "Security Agreement") shall be delayed or in any way prejudiced by this Assignment; and

j. That notwithstanding any variation of the terms of the Security Agreement or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof; and

k. Except in the ordinary course of business, not to alter or change the terms of any guarantees without the prior written consent of the Assignee; and

l. Not to consent to any assignments of said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Assignee; and

m. Not to request, consent to, agree to, or accept a subordination of said Leases to any other Security Agreement or other encumbrance now or hereafter affecting the premises; and

n. Except in the ordinary course of business, not to execute any right of election, whether specifically set forth in any such Lease or otherwise, which would in any way diminish the lessee's liability or have the effect of shortening the stated terms of the Lease; and

o. Not to sell, transfer, or remove any personal property now or hereafter located on the above-described premises, unless such action results in substitution or replacements with similar items, owned by Assignor and not otherwise encumbered, of equal value, without the prior written consent of Assignee; and

p. Upon request, to furnish Assignee with true and correct copies, as signed, of all Leases.

This Assignment is given as collateral security for the payment of a promissory note in the principal sum of \$2,500,000.00 (the "Note") of even effective date herewith from the Assignor to the Assignee secured by collateral therein described (the "Security Agreement"), and all other sums secured by the Security Agreement, including future advances, encumbering and pledging the rent and other profits from the premises of which that collateral demised in said Leases shall form all or a part. The security of this Assignment is and shall be primary and on a parity with the collateral encumbered by the Security Agreement and not secondary. All amounts collected hereunder, after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Security Agreement, or in any general assignments of rents relating to said premises. Nothing herein contained shall be construed as constituting Assignee a trustee or lender in possession. In the event the Security Agreement is fully paid and satisfied, canceled, and released, then the releasing of said Security Agreement shall constitute a satisfaction, cancellation, and release hereof.

In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty, or liability under said Leases, or under or by reason of this Assignment, and the Assignor shall and do hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss, or damage which it may or might incur under said Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge under any of the terms, covenants, or agreements contained in said Leases. Should the Assignee incur any such liability, loss, or damage under said Leases or under or by reason of this agreement, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings, and appeals, and all appearances in and connected with any bankruptcy proceedings or creditor's reorganization proceedings.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur and be continuing under the terms and provisions of this Assignment or of the Note or Security Agreement, but upon the occurrence and continuance of any such default, the Assignee shall be entitled, upon notice to the lessees, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the lessees to pay all such amounts to the Assignee without proof of the default relied upon. The lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee without verification of any signatures for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases and shall have no right or duty to inquire as to whether any default under the Security Agreement, Note, or this Assignment has actually occurred or is then existing.

This Assignment is intended to be supplementary to and not in substitution for or in derogation

of any assignment of rents contained in the Security Agreement or in any other documents.

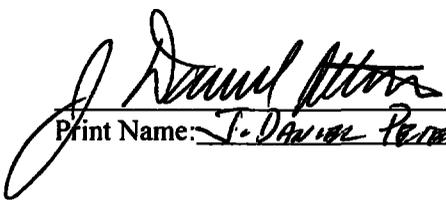
This Assignment shall include any extensions and renewals of the Leases and any reference herein to the said Leases shall be construed as including any such extensions and renewals, during the term of the loan.

This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignors", "Assignee", "lessor", and "lessee", wherever used herein, shall include the persons named herein and designated as such and shall be taken to include the singular or plural and masculine, feminine, or neuter gender, as may fit the case. This Assignment shall include all Leases and rental arrangements of the Assignor and all subsequent owners of the property.

**IN WITNESS WHEREOF**, the Assignor has caused this Assignment to be executed and delivered effective June 13, 2007.

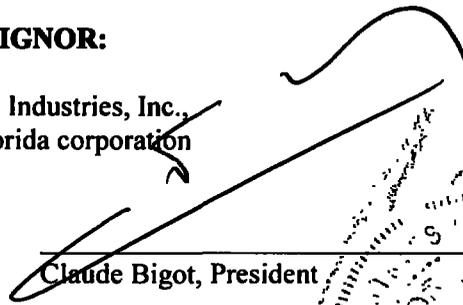
**WITNESSES:**

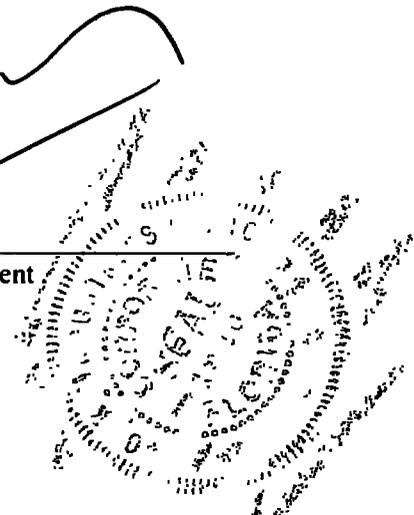
  
Print Name: Christine Pollard

  
Print Name: J. Daniel Peterson

**ASSIGNOR:**

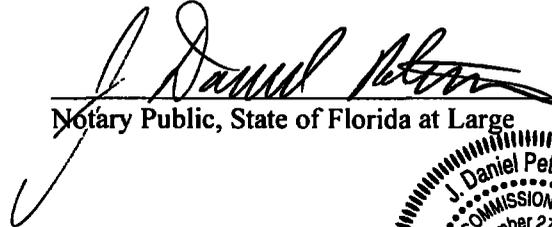
C.K. Industries, Inc.,  
a Florida corporation

By:   
Claude Bigot, President



**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

Sworn to and subscribed before me this 13<sup>th</sup> day of June, 2007, by Claude Bigot, as President of C.K. Industries, Inc., a Florida corporation, on behalf of the corporation. He  is personally known to me or  has produced his Florida driver's license as identification.

  
Notary Public, State of Florida at Large



**EXHIBIT "A"**

Sixty-five (65) New Trinity 2400 cubic foot, 114-ton, 286,000 lb. Gross Rail Load, 3 compartment open hopper rail cars, with the following road numbers:

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