

REGISTRATION NO. 27072-A FILED

MAY 08 '08 -11 00 AM

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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

May 8, 2008

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Sale of Equipment Lease, dated as of May 7, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 27462.

The names and addresses of the parties to the enclosed document are:

Assignor: The Huntington National Bank  
105 East Fourth Street, Suite 120  
Cincinnati, OH 45202

Assignee: SG Equipment Finance USA Corp.  
480 Washington Boulevard  
Jersey City, NJ 07310

Anne K. Quinlan, Esquire  
May 8, 2008  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

75 railcars within the series JOSX 2414 - JOSX 10568 as more  
particularly set forth in the attachment to the document

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

Sale of Equipment Lease.

Also enclosed is a check in the amount of \$35.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

THE HUNTINGTON NATIONAL BANK  
EQUIPMENT FINANCE  
SALE OF EQUIPMENT LEASE

MAY 08 '08 -11 00 AM

SURFACE TRANSPORTATION BOARD

THIS SALE OF EQUIPMENT LEASE (this "Agreement") is made as of May 7, 2008, by and between The Huntington National Bank, having a principal place of business at 105 East Fourth Street, Cincinnati, OH 45202 (hereinafter called "Assignor") and, SG Equipment Finance USA Corp., having a principal place of business at 480 Washington Boulevard, Jersey City, NJ 07310, and its successors and assigns (hereinafter called "Assignee").

**WITNESSETH:**

That in consideration of the mutual undertakings herein contained and the valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

**ASSIGNMENT OF LEASE.** Assignor hereby assigns, sells and transfers to Assignee: (a) all of the Assignor's present and future right, title, interest, in and to that certain Lease Agreement (the "Lease Agreement") identified in the Assignment Schedule or Schedules attached hereto and made part hereof (the "Assignment Schedules") (including certain schedules, riders, exhibits, addenda, amendments and supplements thereto) by and between Assignor and the lessee identified in the Assignment Schedule ("Lessee"); (b) all of the Assignor's right, title, interest, in and to the property described in the Lease Agreement, together with all parts, attachments, accessions and additions now or hereafter related thereto, and all substitutions and replacements thereof, wherever located (the "Equipment"), including, but not limited to, the residual value of the Equipment at the termination of the Lease Agreement, and all title documents and certificates relating to the Equipment; (c) all of the Assignor's right, title, interest and remedies in, to and under the Lease Agreement, including without limitation, the right to receive any and all sums due and to become due under, or recoverable in connection with the Lease Agreement, including all rental payments and other payments due and to become due under the Lease Agreement, all monies due or to become due in connection with the exercise by Lessee of any option to purchase the Equipment, all monies, including insurance proceeds, payable upon the theft, loss, damage, destruction or condemnation of the Equipment, and all monies payable or recoverable following a default by Lessee (the "Payments"); (d) the right to take in Assignor's or Assignee's name, any and all proceedings, legal, equitable, or otherwise, that Assignor might otherwise take but for this Agreement; (e) all of Assignor's rights and remedies under all amounts payable under any guaranty or guarantees of the Lessee's obligations under the Lease Agreement (individually a "Guarantee" and collectively the "Guarantees") and any letter of credit, security agreement, insurance, indemnity, warranty, maintenance or service agreement, purchase agreement or other agreement executed in connection with or in any way related to the Lease Agreement, Guarantees or Equipment (all of the foregoing, together with the Guarantees, the "Related Documents"); and (f) all other rights of Assignor to give, make, enter into or receive an agreement, amendment, notice, consent, demand, waiver or approval with, to or from Lessee under or in respect of the Lease Agreement and Related Documents, to accept surrender of any of the Equipment, or to terminate or cancel the Lease Agreement and Related Documents; in each case together with full power and authority, in the name of Assignor or Assignee, to enforce, collect, receive and receipt for any and all of the foregoing.

**REPRESENTATIONS AND WARRANTIES OF ASSIGNOR.** Assignor represents and warrants to Assignee that:

(a) Assignor is duly organized and in good standing under the laws of the State or Commonwealth stated in the first paragraph of this Agreement and its corporate headquarters and principal place of business are at the address stated in the first paragraph of this Agreement; (b) Assignor has the full right and authority to execute the Lease Agreement, Related Documents and this Agreement, and such execution and the compliance by Assignor with the terms thereof does not and will not violate any law or the terms of any agreements to which Assignor is a party; (c) the Lease Agreement and Equipment are and will remain free and clear of all liens, encumbrances, security interest or other right and claims (except for those in favor of Assignor and the Lessee); (d) the Lease Agreement and the Related Documents, together with all signatures of Assignor appearing thereon, have been duly authorized, are genuine, are in full force and effect and are valid and legally binding agreements of Assignor, and to the best of Assignor's knowledge, of Lessee; (e) no default has occurred under the Lease Agreement by Assignor or Lessee; (f) the Lease Agreement and Related Documents (including the form and substance and the computation of all charges) and the transaction underlying the Lease Agreement and Related Documents (including any sale and delivery) conform to all applicable laws, rules, regulations, ordinances and orders; (g) the obligations of the Lessee to pay the rentals and all other sums under the Lease Agreement are and will be continuing, absolute and unconditional without limitation; and the aggregate amount of periodic payments remaining to be paid by the Lessee under the Lease Agreement, the number of lease installment payments, and the amount of the Lessee's (or any other party's) purchase obligation or option or balloon payment with respect to the Equipment as listed on the Assignment Schedule are true, accurate and complete; (h) all executed original counterparts of the Lease Agreement as amended or modified have been delivered to Assignee, Assignor has no other original of the Lease Agreement in its possession, and all signatures, names, addresses, amounts and other statements and facts contained therein are true and correct; (i) Assignor has not sold, assigned, encumbered, granted a security interest in or otherwise transferred the Lease Agreement, the Equipment, or the Payments or any interest therein to any party other than Assignee; (j) the Equipment has been delivered to and unconditionally accepted by the Lessee, and is subject to all of the terms, conditions and provisions of the Lease Agreement; (k) the Lease Agreement and Related Documents are not and will not at any time be subject to any defense, claim, counterclaim or set off; (l) Assignor will comply with all of its representations, warranties and other obligations with respect to the Equipment and as set forth in the Lease Agreement or otherwise and nothing herein shall relieve the Assignor from, or cause Assignee to be liable for, the performance of any such warranty, representation or other obligations; (m) all representations, warranties and



certifications made by Assignor to Assignee in any letter, document, instrument or certificate, heretofore, contemporaneously herewith or hereafter delivered to Assignee shall be true and correct when made, and (n) Assignor will promptly do, execute, acknowledge and deliver all and every acts, instruments, and assurances reasonably requested by Assignee in order to give effect to or to more fully perfect, evidence, enforce or maintain the assignment made hereunder.

**INDEMNITY.** Assignor hereby indemnifies Assignee against and agrees to hold Assignee harmless from any and all risks, liabilities, losses, damages, claims, penalties and expenses, including reasonable attorneys fees and costs, that Assignee may incur in connection with any breach by Assignor of the representations and warranties contained herein or default in any of Assignor's obligations hereunder, any failure by Assignor to pay when due any taxes for which Assignor is liable, or any other past or future breach of Assignor's representations and warranties or default in any of Assignor's obligations under the Lease Agreement or Related Documents.

**ASSIGNOR'S OBLIGATIONS UNDER THE LEASE AGREEMENT.** Notwithstanding anything herein contained to the contrary, Assignee does not hereby assume nor shall it be obligated to perform any acts, duties, or responsibilities under or in connection with the Lease Agreement or Related Documents. Assignor acknowledges and agrees that it is solely responsible and liable, and Lessee shall at all times look solely to Assignor, for performance of any obligations of Assignor under the Lease Agreement, Related Documents or any other agreement. Assignor agrees that it will cause the Lessee to execute and deliver a Notice and Consent of Assignment in substantially the form of Exhibit A attached hereto.

**BILLING.** Assignor will provide invoicing services as outlined in Agency Agreement.

**WAIVER.** Assignor waives notice of acceptance hereof as well as presentment, demand, protest and notice of nonpayment and protest as to all agreements heretofore, now or hereafter signed, accepted, endorsed or assigned to Assignee. Assignor waives all exemptions and homestead laws and any other demands and notices required by law, and Assignor waives all setoffs and counterclaims.

Assignee may at any time without consent of Assignor, without notice to Assignor and without affecting or impairing the obligation of Assignor hereunder, do any of the following: (a) renew, extend, modify, release or discharge any obligations of the Lessee under the Lease Agreement or any persons obligated on the Lease Agreement or on any Related Documents, (the "Lease Agreement Obligations"); (b) accept partial payments of the Lease Agreement Obligations; (c) accept new or additional documents, instruments or agreements relating to or in substitution of the Lease Agreement Obligations; (d) settle, release (by operation of law or otherwise), compound, comprise, collect, liquidate any of the Lease Agreement Obligations and the security therefore in any manner; (e) consent to the transfer or return of security or collateral, and obtain and hold additional security, collateral or guaranties for the Lease Agreement Obligations; (f) amend, exchange, release or waive any security or guaranty; or (g) bid and repurchase at any sale of the Lease Agreement or security, and apply any proceeds and security, and direct the order and manner of sale. Assignee's knowledge at any time of any breach of or noncompliance with any of the foregoing shall not constitute a waiver.

**MISCELLANEOUS.** The provisions of this Agreement shall not be modified, amended or waived, orally or by course of conduct but only by written instrument referring hereto and executed by the parties hereto. All section headings of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey. If any provision of this Agreement is invalid, such provision shall be severable without affecting the validity or enforceability of any other provisions of this Agreement. Any notice required or given hereunder shall be deemed properly given when mailed, by certified mail, postage prepaid, addressed to the designated recipient at its address set forth herein or such other address as such party may advise the other by notice given in accordance with this provision. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Assignor and the Assignee, except that the Assignor may not assign this Agreement without the Assignee's prior written consent. All capitalized terms which are not otherwise defined herein shall have the same meaning as if given to such terms in the Lease Agreement. This Agreement shall not be effective until signed and accepted by Assignee.

**ASSIGNOR HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION AND VENUE OF COURTS HAVING STATUS IN THE STATE OF NEW JERSEY, AND AGREES THAT ANY LITIGATION INVOLVING THIS AGREEMENT MAY, AT THE SOLE OPTION OF THE ASSIGNEE, BE CONDUCTED IN SUCH COURTS. THE ASSIGNOR HEREBY WAIVES ANY RIGHT IT MAY HAVE OR CLAIM TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST THE ASSIGNOR BY THE ASSIGNEE IN ACCORDANCE WITH THIS SECTION.**

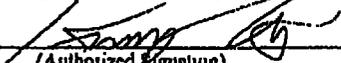
**WAIVER OF RIGHT TO TRIAL BY JURY.** ASSIGNOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR OR LESSOR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND ASSIGNOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ASSIGNOR OR LESSOR MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ASSIGNOR TO THE WAIVER OF THE RIGHT OF ASSIGNOR TO TRIAL BY JURY.



Dated: May 7, 2008

ASSIGNOR:

~~THE HUNTINGTON NATIONAL BANK~~

By:   
(Authorized Signature)

Its: Sr. V.P.

AGREED AND ACCEPTED

SG EQUIPMENT FINANCE USA CORP.

By: 

Title: \_\_\_\_\_

PHILIPPE MATHE PRESIDENT & CEO



**THE HUNTINGTON NATIONAL BANK  
EQUIPMENT FINANCE  
ASSIGNMENT SCHEDULE FOR A  
SALE OR COLLATERAL ASSIGNMENT OF EQUIPMENT LEASE**

This ASSIGNMENT SCHEDULE (this "Assignment Schedule"), made by the undersigned Assignor in favor of SG Equipment Finance USA Corp. ("Assignee"), is attached to a certain Sale or Collateral Assignment of Equipment Lease dated September 27, 2007 (the "Agreement") between the parties hereto. Terms defined in the Agreement shall have the same meaning when used in this Schedule and, for purposes of the definition of "Lease Agreement", such term shall mean the Schedule identified below which incorporates the Lease Agreement identified below as it relates to such Schedule. The Assignor represents and warrants that the following information is true, accurate and complete.

LESSEE: Rail Connection, Inc.

LEASE AGREEMENT DATED AS OF: September 27, 2007

SCHEDULE NO. 6243.06

DATE ON WHICH EQUIPMENT ACCEPTED BY LESSEE: September 27, 2007

**LEASE RENTAL PAYMENTS DUE:**

|   |                                |
|---|--------------------------------|
| Aggregate amount of periodic payments remaining to be paid by the Lessee under the Lease Agreement. | \$1,357,172.96                 |
| Number of lease installment payments remaining:   | 52                             |
| When each installment payment is due:   | 27 <sup>th</sup> of each month |
| Next lease installment payment due:   | May 27, 2008                   |
| Amount of each remaining lease installment payment:   | \$26,099.48                    |

PURCHASE PRICE PAYABLE BY ASSIGNEE TO ASSIGNOR ON THE ACCEPTANCE DATE \$1,168,627.45

**CONDITIONS. ASSIGNEE SHALL NOT BE OBLIGATED TO PAY THE PURCHASE PRICE UNLESS ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED TO THE ASSIGNEE'S SATISFACTION:** (a) the Assignor has signed and delivered the Agreement and this Assignment Schedule to Assignee and Assignee has accepted them; (b) all signed originals of the Lease Agreement and the Related Documents have been attached to this Assignment Schedule; (c) Assignee has received all originals of all Uniform Commercial Code financing statements, assignments, amendments, partial releases and/or terminations; (d) Assignee has received evidence of insurance coverage, and related certificates of insurance acceptable to it in its sole discretion; (e) Lessee has signed and delivered directly to Assignee a consent to assignment acceptable to Assignee in its sole discretion; (f) Assignee has received satisfactory evidence in its sole discretion of the Assignor's ownership of the Equipment including, without limitation, bills of sale, invoices and cancelled checks prior to its sale to Assignee; (g) Assignee has received such other documents and information including, without limitation, landlord or mortgagee waivers, resolutions, incumbency certificates and opinions of counsel, as it shall require; and (h) the Lease Agreement, all Related Documents, Lessee's consent to assignment and all other documents shall be satisfactory in form and substance to Assignee, in its sole discretion.

THE ASSIGNOR AGREES THAT THIS ASSIGNMENT SCHEDULE IS HEREBY MADE A PART OF THE AGREEMENT

Assignor: THE HUNTINGTON NATIONAL BANK

By: [Signature]

Title: Sa. V.P.

Accepted By: SG EQUIPMENT FINANCE USA CORP.

By: [Signature]

Its: \_\_\_\_\_

**PHILIPPE MATHE PRESIDENT & CEO**

Acceptance Date: \_\_\_\_\_



**ACCEPTANCE CERTIFICATE AND  
FINANCING LEASE SCHEDULE NO. 06  
TO MASTER LEASE AGREEMENT NO. 6243 ("MLA")  
BY AND BETWEEN THE HUNTINGTON NATIONAL BANK ("LESSOR")  
AND THE UNDERSIGNED LESSEE ("LESSEE")**

A. **EQUIPMENT ACCEPTANCE.** Lessee confirms (i) that the Equipment, further described below, has been delivered to Lessee; (ii) that the Equipment is of the size, design, capacity and manufacture selected solely by Lessee and meets the provisions of any purchase agreements pursuant to which Lessor has acquired the Equipment; and (iii) that Lessee irrevocably accepts said Equipment "AS-IS, WHERE-IS" for all purposes of the MLA as of September 27, 2007 ("Acceptance Date") and that Lessee waives any right it may have to revoke its acceptance of the Equipment. Capitalized terms not defined herein shall have the meanings set forth in the MLA.

| Manufacturer | Description   | Serial No   | Location                                | Cost                  |
|--------------|---------------|---|---|-----------------------|
| JOSX         | (75) Railcars | JOSX 2494, JOSX4086,<br>JOSX10226, JOSX10157,<br>JOSX10280, JOSX10303,<br>JOSX7218, JOSX4109,<br>JOSX10566, JOSX10512,<br>JOSX10288, JOSX10355,<br>JOSX10553, JOSX10271,<br>JOSX10300, JOSX10258,<br>JOSX10208, JOSX10221,<br>JOSX10113, JOSX10413,<br>JOSX10228, JOSX10101,<br>JOSX10130, JOSX10269,<br>JOSX7308, JOSX10124,<br>JOSX10539, JOSX10131,<br>JOSX7220, JOSX2433,<br>JOSX10193, JOSX10550,<br>JOSX10558, JOSX10568,<br>JOSX10559, JOSX10524,<br>JOSX2459, JOSX10561,<br>JOSX10402, JOSX3737,<br>JOSX7252, JOSX10552,<br>JOSX7285, JOSX10319,<br>JOSX10275, JOSX2434,<br>JOSX10424, JOSX4018,<br>JOSX7296, JOSX2414,<br>JOSX10563, JOSX3743,<br>JOSX10393, JOSX10549,<br>JOSX10112, JOSX10214,<br>JOSX10267, JOSX10239,<br>JOSX10241, JOSX10546,<br>JOSX10353, JOSX10342,<br>JOSX10543, JOSX10257,<br>JOSX10521, JOSX10108,<br>JOSX10202, JOSX10123,<br>JOSX10523, JOSX10551,<br>JOSX10362, JOSX10316,<br>JOSX10528, JOSX10560,<br>JOSX10519 | 300 Pike Street<br>Cincinnati, OH 45202 | \$ 1,293,750.00       |
|              |               |   | <b>Total Equipment Cost:</b>            | <b>\$1,293,750.00</b> |
|              |               |   | <b>Financed Sales/Use Tax:</b>          | <b>\$0.00</b>         |
|              |               |   | <b>Total Lease Amount:</b>              | <b>\$1,293,750.00</b> |

B. **TERM.** The term of this Acceptance Certificate and Financing Lease Schedule ("Schedule") commences on September 27, 2007 ("Commencement Date") and expires, provided all of Lessee's obligations hereunder have been satisfied, on September 27, 2012 which period is defined as "Base Term".

C. **RENT.** As rent for the Equipment described in this Schedule, Lessee shall pay Lessor 60 consecutive rent payments of \$26,099.48 ("Rent"), plus any applicable use tax. The first Rent payment shall be due on September 27, 2007 and the remaining Rent payments shall be due on the same day of every month thereafter during the Base Term of this Schedule (and any renewal term). Prorated Daily Rent shall be paid for any period and portion of cost funded between the Acceptance Date and Commencement Date of this Schedule.

D. **FINAL RENT PAYMENT.** Lessee shall pay to Lessor a final Rent payment in the amount of \$1.00. The final Rent payment must be received on or before the expiration date of the Base Term or Renewal Term (as applicable) together with any applicable sales tax communicated to you by Lessor.

E. **PERSONAL PROPERTY TAX/EQUIPMENT LOCATION.** This Schedule is considered a financing lease for personal property tax ("PPT") purposes. Lessee should report the leased Equipment in Lessee's PPT returns to the

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/8/08



\_\_\_\_\_  
Robert W. Alvord