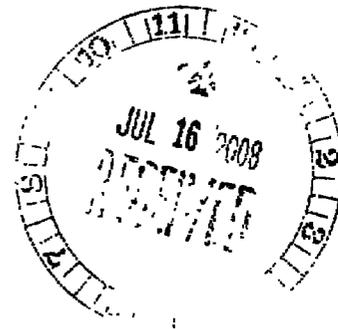


RECORDATION NO 27525 FILED

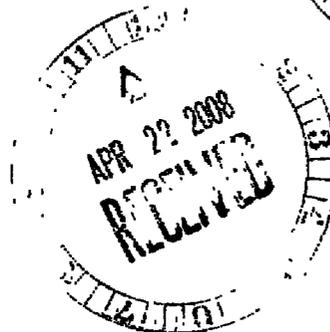
JUL 16 '08

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SURFACE TRANSPORTATION BOARD



April 8, 2008



Surface Transportation Board  
1925 K Street N.W.  
Washington, DC 20423-0001

Attn: Recordation Office

***Re: Recordation of Railcar Lien from NTL Transportation, LTD. ("Debtor") to  
National City Bank ("Secured Party")***

Dear Sir or Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed original copy and one copy of a Commercial Security Agreement dated April 8, 2008. a secondary document as defined in the Surface Transportation Board's Rules for Recordation of Documents. The names and addresses of the parties to the subject Commercial Security Agreement are:

Secured Party: National City Bank  
One North Franklin, Suite 3600  
Chicago, IL 60606

Debtor: NTL Transportation, LTD.  
135 South LaSalle Street  
Chicago, IL 60603

A description of the railroad equipment covered by this document is provided in Schedule A to the Commercial Security Agreement. The recordation fee of ~~\$34.00~~ <sup>31.00</sup> is enclosed along with a self-addressed postage paid envelope. Please return a copy of the recorded Commercial Security Agreement to the undersigned.

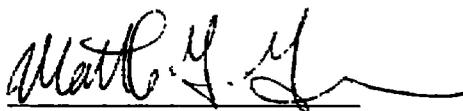
A short summary of the enclosed document to appear in the index is:

Surface Transportation Board  
April 8, 2008  
Page Two

Security Agreement between National City Bank, One North Franklin, Suite 3600, Chicago, Illinois 60606, and NTL Transportation, LTD. ("Debtor"), 135 South LaSalle Street, Chicago, IL 60603, covering the 46 railcars identified in Schedule A.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Matthew G. Gable", written over a horizontal line.

Matthew G. Gable  
Vice President

Enclosures

**CONTRACT #2002  
RIDER #85**

This Rider shall become part of that certain Railcar Lease and Service Contract dated the 13th day of July 2002, between NTL TRANSPORTATION, LTD. ("Lessor") and RAMPART RANGE CORPORATION ("Lessee").

The Cars described below shall be leased to Lessee for the term and for the rental shown below and shall be subject to the terms set forth in the Railcar Lease and Service Contract described above.

NUMBER OF CARS COVERED BY THIS RIDER: 46

TERM OF RIDER: Five Years from date of delivery, estimated to be April 1, 2008

CAR DESCRIPTION:

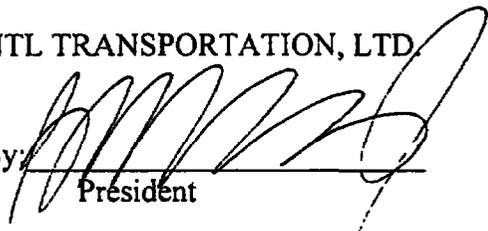
<u>Car Number</u>	<u>Car Type</u>	<u>Capacity</u>	<u>Rental Rate</u>
NTSX 810005	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810006	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810007	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810008	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810009	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810010	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810012	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810355	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810356	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810363	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810369	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20000	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20001	4 compartment covered hopper	4,545 cubic feet	\$470/mo

<u>Car Number</u>	<u>Car Type</u>	<u>Capacity</u>	<u>Rental Rate</u>
NTSX 20002	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20003	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20004	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20005	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20006	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20007	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20008	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20009	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20010	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20011	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20012	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20013	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20014	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20015	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20016	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20017	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20018	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20030	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20032	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20033	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 20034	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810347	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810348	4 compartment covered hopper	4,545 cubic feet	\$470/mo

<u>Car Number</u>	<u>Car Type</u>	<u>Capacity</u>	<u>Rental Rate</u>
NTSX 810349	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810350	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810351	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810352	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810353	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810354	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810464	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810365	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810366	4 compartment covered hopper	4,545 cubic feet	\$470/mo
NTSX 810368	4 compartment covered hopper	4,545 cubic feet	\$470/mo

- A. Into service empty mileage for account of Lessor, and out of service empty mileage will be for the account of Lessee.
- B. Cars shall be returned cleaned and free of residue and odor. All costs for cleaning and associated charges to make the Cars free of residue and odor are the responsibility of Lessee.
- C. Lessee is responsible for repairing, maintaining, and replacing the gates and linings of the Cars.
- D. Except as expressly modified herein, all terms and conditions of the Railcar Lease and Service Contract between the parties shall remain in full force and effect.

NTL TRANSPORTATION, LTD.

By:   
 President

Date: 18 MAR 2008

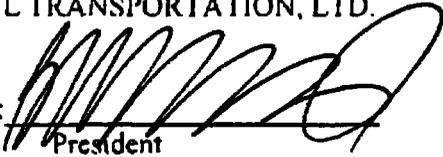
RAMPART RANGE CORPORATION

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

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

NTL TRANSPORTATION, LID.

By:

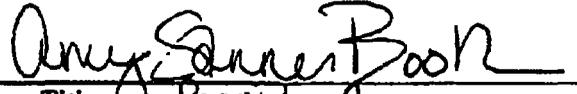
  
President

Date:

April 2, 2008

RAMPART RANGE CORPORATION

By:

  
Title: President

Date:

March 31, 2008

JUL 16 '08

3-47 PM

**National City**<sup>®</sup>**COMMERCIAL SECURITY AGREEMENT**  
SURFACE TRANSPORTATION BOARD

**Grantor:** NTL Transportation, LTD.  
135 South LaSalle Street  
Chicago, IL 60603

**Lender:** National City Bank  
Chicago  
One North Franklin, Suite 3600  
Chicago, IL 60606

THIS COMMERCIAL SECURITY AGREEMENT dated April 8, 2008, is made and executed between NTL Transportation, LTD. ("Grantor") and National City 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:

See attached Exhibit "A"

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, 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.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

**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. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to 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.

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Loan No: 162061

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**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. 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 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, defend, 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 and defend 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 thirty (30) 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 if the estimated cost of repair or replacement exceeds \$5,000.00, whether or not such casualty or loss is covered by insurance. 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.

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Loan No: 162061

Page 3

**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.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Agreement and this Agreement shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Agreement or of any note or other instrument or agreement evidencing the Indebtedness and the Collateral will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Agreement.

**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.

**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, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party 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.

**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 Illinois Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Loan No: 162061

Page 4

**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.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or 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 mortgagee in possession or 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.

**SHARING INFORMATION.** Grantor hereby authorizes Lender to share all credit and financial information relating to Grantor with Lender's parent company and with any subsidiary or affiliate of Lender or of Lender's parent company

**ADDENDUM TO DEFINITION OF INDEBTEDNESS.** The word "Indebtedness" shall include any and all obligations and liabilities of Borrower/Grantor to Lender, whether absolute or contingent, whether now existing or hereafter created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) under any agreement, device or arrangement designed to protect Borrower/Grantor from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, forward currency exchange agreements, interest rate caps, collars or floors, forward rate currency or interest rate options, puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, any other interest rate hedging transactions, such as, but not limited to, managing the Borrower's/Grantor's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing.

**COUNTERPARTS; FACSIMILE SIGNATURES; NON-PAPER RECORDS.** This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that Lender may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "Non-Paper Record"); (2) agrees that, after creating the Non-Paper Record, Lender may discard or destroy the original in reliance on this paragraph; (3) agrees that the Non-Paper Record and any perceivable form of the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this section, shall be evidence of the existence of this Agreement and may be received in all courts and public places as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

**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 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

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Loan No: 162061

Page 5

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 Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

**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 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.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**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 NTL Transportation, LTD. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**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 NTL Transportation, LTD..

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party 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,



**EXHIBIT A**

<b><u>Car Number</u></b>	<b><u>Capacity</u></b>
NTSX 810005	4,550 cubic feet
NTSX 810006	4,550 cubic feet
NTSX 810007	4,550 cubic feet
NTSX 810008	4,550 cubic feet
NTSX 810009	4,550 cubic feet
NTSX 810010	4,550 cubic feet
NTSX 810012	4,550 cubic feet
NTSX 810355	4,550 cubic feet
NTSX 810356	4,550 cubic feet
NTSX 810363	4,550 cubic feet
NTSX 810369	4,550 cubic feet
NTSX 20000	4,550 cubic feet
NTSX 20001	4,550 cubic feet
NTSX 20002	4,550 cubic feet
NTSX 20003	4,550 cubic feet
NTSX 20004	4,550 cubic feet
NTSX 20005	4,550 cubic feet
NTSX 20006	4,550 cubic feet

<u>Car Number</u>	<u>Capacity</u>
NTSX 20007	4,550 cubic feet
NTSX 20008	4,550 cubic feet
NTSX 20009	4,550 cubic feet
NTSX 20010	4,550 cubic feet
NTSX 20011	4,550 cubic feet
NTSX 20012	4,550 cubic feet
NTSX 20013	4,550 cubic feet
NTSX 20014	4,550 cubic feet
NTSX 20015	4,550 cubic feet
NTSX 20016	4,550 cubic feet
NTSX 20017	4,550 cubic feet
NTSX 20018	4,550 cubic feet
NTSX 20030	4,550 cubic feet
NTSX 20032	4,550 cubic feet
NTSX 20033	4,550 cubic feet
NTSX 20034	4,550 cubic feet
NTSX 810347	4,550 cubic feet
NTSX 810348	4,550 cubic feet
NTSX 810349	4,550 cubic feet
NTSX 810350	4,550 cubic feet
NTSX 810351	4,550 cubic feet
NTSX 810352	4,550 cubic feet
NTSX 810353	4,550 cubic feet

<u>Car Number</u>	<u>Capacity</u>
NTSX 810354	4,550 cubic feet
NTSX 810464	4,550 cubic feet
NTSX 810365	4,550 cubic feet
NTSX 810366	4,550 cubic feet
NTSX 810368	4,550 cubic feet

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of this 2<sup>nd</sup> day of April 2008 by and between BWC, LLC (the "Seller"), a limited liability company organized under the laws of the State of Pennsylvania, and NTL TRANSPORTATION, LTD. (the "Buyer"), a corporation organized under the laws of the State of Illinois. Seller is the owner of certain railroad rolling stock which Buyer desires to purchase and Seller desires to sell. For and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Sale of Equipment. Seller agrees to sell, and Buyer agrees to purchase, forty-six (46) four thousand five hundred forty-five (4,545) cubic foot, 4 pocket, covered hopper railroad cars, more fully identified in Appendix A (such railcars hereinafter collectively referred to as the "Equipment," and individually as a "Car").

2. Purchase Price. The purchase price for each Car shall be twenty two thousand, three hundred-sixty one dollars (\$22,361) for an aggregate purchase price of one million twenty-eight thousand, six hundred-six dollars (\$1,028,606) (the "Purchase Price"), payable in U.S. Funds on the "Closing Date" (as defined in Section 9).

(a) Shipping Charges. Buyer shall be responsible for payment of shipping charges for each Car from current location to Chicago, IL, which is estimated to be One Thousand Two Hundred Seventy-Eight Dollars (\$1,278) per Car, for an aggregate shipping cost of Fifty-Eight Thousand Seven Hundred Eighty-Eight Dollars (\$58,788). Buyer agrees to pay said charges upon receipt of the applicable invoices from the railroad.

(b) Condition of Cars. If, in the sole opinion of Buyer, any Car is determined to be damaged beyond economic repair prior to the Closing Date, then the Purchase Price will be reduced on a per Car pro rata basis. Additionally, subsequent to the Closing Date, if any Car purchased is found to have been damaged beyond economic repair prior to the Closing Date, such Purchase Price will be refunded on a per Car pro rata basis as referenced above, immediately upon receiving notice from Buyer. If any Car does not reach the delivery point within 30 days of the date of this agreement, Seller will return the Purchase Price of that Car to Buyer. In the event that the Purchase Price is returned to Buyer pursuant to any of the foregoing for any Car, such Car shall be deemed to not have been sold hereunder.

3. Allocation of Revenues and Expenses. All revenues and expenses with respect to the Equipment and with respect to any Car which are incurred prior to the date which the Cars reach the Delivery Point shall be for the account of the Seller. All revenues and expenses with respect to the Equipment and with respect to any Car which are incurred on or after the date which the Cars reach the Delivery Point shall be for the account of Buyer. If either party shall be invoiced for or required to pay (including by way of offset) any such expenses for which the other party is responsible, the responsible party shall, upon receipt of such invoice or written notice and reasonable documentation of such payment, pay such invoice in a timely manner or promptly reimburse the party making such payment.

4. Representations and Warranties of Seller. Seller hereby represents, warrants and declares to and in favor of Buyer that:

a. On the Closing Date, Seller will hold and will convey to Buyer, good and merchantable title to Equipment and each Car free and clear of all liens, claims, demands, encumbrances, privileges, pledges or other charges of every nature and kind whatsoever;

b. Seller will defend in the name of Buyer, and will indemnify and save Buyer harmless from and against, any claim, act, suit, proceeding or demand made, taken or asserted against Buyer by and every person, firm or corporation claiming any estate, right, title or interest in or to the Equipment or a Car or Cars by reason of any matter or thing arising prior to or existing on the Closing Date, other than liens created or incurred by or through Buyer;

c. The Cars shall be cleaned and free of residue and odor and lading; and

d. This Agreement constitutes legal, valid and binding obligations of Seller, enforceable in accordance with the provisions hereof.

5. Representations and Warranties of Buyer. Buyer hereby represents, warrants and declares in favor of Seller that this Agreement constitutes legal, valid and binding obligations of Buyer, enforceable in accordance with the provisions hereof.

6. Conditions of Equipment. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER AS EXPRESSLY PROVIDED IN SECTION 4 HEREOF, BUYER AGREES THE EQUIPMENT SHALL BE SOLD TO BUYER BY SELLER "AS IS" WITHOUT ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, AND THE SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT HEREWITH, BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

7. Buyer's Indemnity. Buyer shall indemnify and hold Seller harmless from and against any and all costs, claims, liabilities and causes of action, including but not limited to attorney's fees and the costs of defending such claims (collectively, the "Claims"), arising from events occurring from and after the Closing Date, with respect to the repair, leasing, sale, use, ownership or management of the Equipment or any Car. Upon payment of such indemnity, Buyer shall be subrogated to Seller's rights against any third parties respecting the Claim.

8. Seller's Indemnity. Seller shall indemnify and hold Buyer harmless from and against Claims (as defined above) arising from events occurring prior to the Closing Date, with respect to the condition, repair, leasing, sale, utility, use, ownership or management of the Equipment or any Car. Upon payment of such indemnity, Seller shall be subrogated to Buyer's rights against any third parties respecting the Claim.

9. Closing and Transfer of Cars.

(a) Closing. The "Closing" for the Cars is defined as the time when the conditions precedent to closing, the exchange of relevant documents, and the payment of the Purchase Price have all been completed. The date on which the Closing actually occurs shall be defined as the "Closing Date," and shall be at the office of Buyer and may occur by fax and overnight courier, as the parties hereto shall agree, on a date agreed to by Buyer and Seller, which in any case shall be on or before April 15, 2008. In the event the Closing does not occur on or before April 15, 2008, this Agreement shall remain in full force and effect unless and until either Buyer or Seller provides notice of termination to the other, in which event this Agreement shall become null and void.

10. Conditions Precedent to Closing by Buyer. The obligation of Buyer to consummate the Transaction is subject to the satisfaction of all of the following conditions precedent, in each case to the satisfaction of Buyer:

a. This Agreement. Seller shall have executed and delivered this Agreement to Buyer.

b. Bill of Sale. Seller shall have executed and delivered to Buyer a Bill of Sale for the Cars in the form of Exhibit A hereto.

c. Absence of Default. On the Closing Date, no default or event with which notice or the passage of time or both would become a default on the part of Seller, shall exist under this Agreement, any certificate, documents, instrument or agreement delivered hereunder or in connection herewith.

d. Inspection. Buyer shall inspect the Cars (or waive its right to inspect) and perform such other reasonable due diligence and shall be satisfied with the condition of the Cars.

11. Conditions Precedent to Closing by Seller. The obligation of Seller to consummate the Transaction is subject to the satisfaction of all of the following conditions precedent, in each case to the satisfaction of Seller:

a. This Agreement. Buyer shall have executed and delivered this Agreement to Seller.

b. Purchase Price. Seller shall have received the Purchase Price by wire transfer to:

Name of Bank: National City  
110 Butler Commons  
Butler, PA, 16001

ABA Routing Number: 043 000 122  
Account Number: 985 464 132

c. Disposition. Buyer to provide disposition for the Cars on or before the Closing Date.

12. Further Assurances. Seller shall make, do, and execute or cause to be made, done, and executed all such further acts, deeds, and assurances as Buyer may reasonably request for more effectively conveying the Equipment to Buyer as aforesaid and according to the intent and meaning of this Agreement. From and after the execution of this Agreement, Seller will promptly forward copies of, and inform Buyer of, any communication received by Seller with respect to any Car of the Equipment.

13. Running Marks. After the Closing, Buyer shall be allowed to move the Cars in interchange service for a one time move. Prior to the one time move, Buyer shall arrange to have the existing running mark removed from the Cars and Buyer's running marks placed on the Cars, and the automatic equipment identification (AEI) transponder tags thereon, reprogrammed or replaced. All such work to be performed at Buyer's expense. Former car owner will assist new owner with UMLER registration.

14. Expenses. Each party hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including without limitation the fees and disbursements of its counsel and brokers, if any. Each party agrees to indemnify and hold the other party harmless from and against any claims for expenses, including broker's commissions, arising out of the acts of such party and for expenses (including reasonable attorneys' fees) and costs relating to such claims. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

15. Not Applicable

16. Survival of Representations and Warranties. The representations and warranties herein contained shall survive the execution of this Agreement by the parties hereto and shall be deemed made as of the Closing Date.

17. Successors and Assigns. This Agreement shall be binding upon the parties hereto, and their respective successors, administrators, assigns, purchasers and transferees.

18. Severability. Any term, condition or provision of this Agreement which is, or is deemed to be, void, prohibited, or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof. Any such avoidance, prohibition and unenforceability in any jurisdiction does not invalidate or render unenforceable such term, condition or provision in any other jurisdiction.

19. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, understandings and representations, oral or written. No

modification, limitation or release of any of the terms and conditions contained herein shall be made except by mutual agreement to that effect in writing and signed by the parties hereto.

20. Governing Law. This Agreement shall be deemed to have been made in the State of Illinois, shall be construed in accordance with, and the rights and liability of the parties hereunder shall be governed by, the internal, substantive laws of such state, and this Agreement shall be deemed in all respects to be a contract of such state.

21. Notice. All communications under this Agreement shall be in writing and shall be deemed received when deposited in the United States mail (by certified mail, postage prepaid) or when personally delivered. The addresses are as follows:

**Seller**

BWC, LLC  
James L. Diamond - Director  
540 Saw Mill Run Road  
Butler, PA 16001

**Buyer**

NTL Transportation, Ltd.  
20 North Clark Street, Suite 3200  
Chicago, IL 60602  
Attn: Burt W. Engelberg

22. Counterparts. This Agreement may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same Agreement.

23. Confidentiality. The terms of this Agreement shall be confidential between the parties and shall not be disclosed to any third party without the express written consent of both parties. This provision shall not prevent the parties from releasing such information to its respective affiliates or subsidiaries.

24. Section Headings. The section headings contained in this Agreement are for

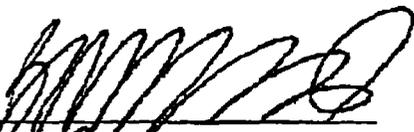
convenience of reference only, and shall not affect in any way the meaning and/or the interpretation of this Agreement.

25. Jury Waiver. All parties to this agreement waive all rights to trial by jury in any action, proceeding or counterclaim brought by any party against any other party on any matter whatsoever arising out of, in connection with or in any way related to this agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first hereinabove set forth.

BUYER:  
NTL TRANSPORTATION, LTD.

SELLER:  
BWC, LLC

By: 

By: 

Title: President

Title: DIRECTOR

Date: April 2, 2008

Date: APRIL 2, 2008

**EXHIBIT A**

<b>DESCRIPTION</b>	<b>NUMBER OF CARS</b>	<b>MARKS</b>
4545 cubic feet	46 four compartment covered hopper railroad cars	GNRW 810005 GNRW 810006 GNRW 810007 GNRW 810008 GNRW 810009 GNRW 810010 GNRW 810012 GNRW 810355 GNRW 810356 GNRW 810363 GNRW 810369 GWIX 20000 GWIX 20001 GWIX 20002 GWIX 20003 GWIX 20004 GWIX 20005 GWIX 20006 GWIX 20007 GWIX 20008 GWIX 20009 GWIX 20010 GWIX 20011 GWIX 20012 GWIX 20013 GWIX 20014 GWIX 20015 GWIX 20016 GWIX 20017 GWIX 20018 GWIX 20030 GWIX 20032 GWI 20033 GWI 20034 GWI 810347 GWI 810348 GWI 810349 GWI 810350

**DESCRIPTION**

**NUMBER OF CARS**

**MARKS**

GWI 810351  
GWI 810352  
GWI 810353  
GWI 810354  
GWI 810364  
GWI 810365  
GWI 810366  
GWI 810368

## **EXHIBIT B**

### **Bill of Sale**

For and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, BWC, LLC, a Pennsylvania limited liability company ("Seller") does hereby sell, assign, and transfer unto NTL Transportation, Ltd. ("Buyer"), and its successors and assigns, all of the Seller's right, title and interest in and to the units of railroad rolling stock bearing the reporting marks and car numbers set forth on Exhibit A attached hereto and hereby incorporated herein (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement dated April \_\_\_\_\_, 2008, by and between Buyer and Seller and neither expands upon nor limits the right and obligations of the parties under the Purchase and Sale Agreement.

The Seller hereby warrants to Buyer, and Buyer's successors and assigns, as follows:

1. That the Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of any charge, lien, encumbrance, or other claim or interest of any nature whatsoever which were established or incurred by Seller and/or its affiliates, assigns and subsidiaries: and
2. That the Seller has full power and authority to sell and convey the Equipment; and
3. That the Seller has not executed any other Bill of Sale or other instrument which by its terms purports to transfer title to the Equipment, or any interest therein, to any other person or entity.

The Seller further agrees to forever warrant and defend the title to the Equipment unto Buyer, its successors and assigns, against all lawful claims.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the \_\_\_\_\_

day of April, 2008.

BWC, LLC

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